



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

**REQUEST FOR PROPOSALS  
RFx No: 3140003610**

**WASTE COLLECTION AND DISPOSAL  
SERVICES**

Issue Date: 09/18/2023

Proposals Due: 11/06/2023 10:00 a.m. CST

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## SECTION 1.

## INTRODUCTION AND OVERVIEW

### 1.1 Background, Purpose and Goals

Within the State of Mississippi, the Mississippi Department of Corrections ("MDOC") is comprised of six (6) State-run facilities: Mississippi State Penitentiary (MSP), Parchman, MS, Central Mississippi Correctional Facility (CMCF), Pearl, MS, South Mississippi Correctional Institute (SMCI), Leakesville, MS, Marshall County Correctional Facility (MCCF), Holly Springs, MS, Walnut Grove Correctional Facility (WGCF), Walnut Grove, MS, and Delta Correctional Facility (DCF), Greenwood, MS.

The MDOC (also referred to as "Agency" or "State") issues this Request for Proposals (RFP) to solicit proposals from qualified, experienced, responsible, and financially sound Offerors to provide waste collection and disposal services to the six (6) MDOC facilities owned and operated by the State of Mississippi. Offerors are required to supply waste collection equipment that meet the needs of each facility as specified in Section 4. The selected Offeror will assist MDOC by providing such services as requested for which the Offeror has the capacity to render.

Offerors must have the proven ability to perform all services requested in this RFP. A more detailed list of services is contained in **Section 4 – Scope of Services**. MDOC seeks to enter into a contract for these services for a firm fixed price, based on unit pricing. If, during the term of the contract, additional facilities are acquired by the MDOC or other MDOC facilities are needing waste collection services those facilities may be added to this contract in accordance with winning Offeror's unit and pickup pricing.

The awarded contract will be for three (3) years with two (2) optional one-year renewal terms, which may be exercised at the discretion of the MDOC. The effective date of this contract will be 03/06/2024. A draft copy of the contract has been included as Appendix C for your review.

This RFP and any resulting contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at <http://www.dfa.ms.gov/media/9413/pprb-ops-cr-rules-and-regulations-effective-01182020.pdf>.

A copy of this RFP, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted on the MDOC website at <https://www.mdoc.ms.gov/> under the General Public, Procurement, Request for Proposals section. It is the responsibility of all interested offerors to monitor the website for updates regarding this procurement.

Before the award of any contract, the Offeror may be required to document to the MDOC that it has the necessary capabilities to provide the core services specified in this RFP. The Offeror may also be required to provide additional client references, as well as related project experience detail in order to satisfy the MDOC that the Offeror is qualified. The MDOC may make reasonable investigations, as it deems necessary and proper, to determine the ability of the Offeror to perform the work, and the Offeror shall be required to furnish to the MDOC all information that may be requested for this purpose. The MDOC reserves the right to reject any proposal if the Offeror

fails to provide the requested information in a timely manner and/or fails to satisfy the MDOC that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

## 1.2 Proposal Submission Requirements

If submitting in paper format, the original written proposal shall be signed and submitted in a three-ring binder, along with five (5) identical copies, with section components clearly tabbed as follows:

- a. Proposal Cover Sheet (Appendix A)
- b. **Section 2** – Introduction/Signed Proposal Cover Letter
- c. **Section 3** – Minimum Qualifications Confirmation
- d. **Section 4** – Scope of Services Confirmation
- e. **Section 5** – References (Appendix B)
- f. **Section 6** – Management Proposal
- g. **Section 7** – Cost Proposal (**Submitted separately**)
- h. **Section 8** – Signed Statement of Compliance
- i. **Section 9** – Signed Acknowledgment of RFP Amendments (if any)
- j. **Section 10** – Résumés for Key Staff

If submitting in the State’s e-procurement system, the Mississippi Accountability System for Government Information and Collaboration (MAGIC), the listed documents are required in electronic format.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the Offeror submit all information in a manner so that it is clearly referenced and easily located.

Additionally, the Offeror shall provide the following:

- a. One (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive.
- b. One (1) **BLIND** separate electronic copy of the required Financial Statements in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®). **All** vendor-identifying information shall be removed and/or redacted from the Offeror’s Financial Statements. Vendor-identifying information includes but is not limited to, any prior, current, and future names or addresses of the vendor, any names of incumbent staff, any prior, current, and future logos, watermarks, and company colors, **any** information, which identifies the vendor as an incumbent, and any other information, which would affect the blind evaluation of Cost Proposal factors. The “blind” copy shall *not* include the pricing information from Section 8, Cost Proposal or Section 11, Résumés for Key Staff. The “blind” requirement is necessary

to help ensure the anonymity of the Offerors from the evaluation team that will review the aforementioned sections of the proposal. The “blind” copy should be provided in a searchable Microsoft Office® format, preferably in Word®. **Blind proposals containing vendor-identifying information may be disqualified.**

- c. If the proposal contains confidential information, one (1) redacted electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

**If a redacted copy is not submitted, the MDOC shall consider the entire proposal to be public record.** The redacted copy should identify which section or information has been redacted and the Offeror shall provide the specific statutory authority for the exemption. Per Miss. Code Ann. §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by the MDOC, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the RFP may be cause for rejection of the proposal. The MDOC reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, the MDOC may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. This RFP issued by the MDOC is the official version and will supersede any conflicting RFP language subsequently submitted in proposals.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of the MDOC and will not be returned to the Offeror. All information requested is considered important. Failure to provide all requested information and in the required format may result in disqualification of the proposal. The MDOC has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

Proposals must be submitted in writing using the attached forms and if submitted by mail or delivery to the following address:

**Mississippi Department of Corrections  
Office of Procurement and Contracts  
301 North Lamar Street  
Jackson, Mississippi 39201  
Contact Person: Christopher Statham  
Telephone: (601) 359-5600**

To prevent opening by unauthorized individuals, the proposal, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed proposals

shall be labeled:

**Proposal – DO NOT OPEN  
Waste Collection and Disposal Services RFP  
RFx # 3140003610**

**Proposals shall be submitted in two (2) binders. The Cost Proposal (Tab G/Section 7) shall be submitted in separate binder. All other proposal tabs shall be submitted in a second binder.**

### ***1.2.1 Proposal Submission Period***

**Proposals shall be submitted to the MDOC Office of Procurement and Contracts or via the State of Mississippi’s MAGIC system no later than 10:00 AM Central Standard Time (CST), on November 06, 2023.** Timely submission of the proposal package is the responsibility of the Offeror. Any proposal received after the deadline will be considered late and will be rejected and will not be considered for award. The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

It is suggested that if a proposal is mailed to the MDOC, it should be posted in certified mail with a return receipt requested. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt shall not be considered unless it determined by the MDOC that the late receipt was due solely to mishandling by the MDOC after receipt at the specified address.

The MDOC will not be responsible for mail delays or lost mail.

### **1.3 Important Dates**

<b>DATE</b>	<b>TIME (if applicable)</b>	<b>TASKS</b>
<b>09/18/2023</b>		Request for Proposals released
<b>10/09/2023</b>	<b>2:00 PM (CST)</b>	Deadline to submit questions
<b>10/23/2023</b>	<b>4:00 PM (CST)</b>	Anticipated responses to questions to be posted
<b>11/06/2023</b>	<b>10:00 AM (CST)</b>	Proposals submission deadline
<b>12/18/2023</b>		Anticipated Notice of Intent to Award posted
<b>03/06/2024</b>		Anticipated Presentation to PPRB Meeting
<b>03/06/2024</b>		Anticipated Notice of Contract Award
<b>03/06/2024</b>		Contract effective date

*NOTE: Adjustments to the schedule may be made as deemed necessary by the MDOC Office of Procurement and Contracts.*

### **1.4 Questions and Answers**

Offerors should download the “Question and Answer” template from DFA website at

<http://www.dfa.ms.gov/dfa-offices/procurement-contracts/>. Questions must be submitted on the referenced template and should be submitted via email to [Procurement@mdoc.state.ms.us](mailto:Procurement@mdoc.state.ms.us) with a subject line: “Questions – Waste Collection and Disposal Services (RFX #3140003610)”. Questions must be received no later than **2:00 PM CST, on 10/09/2023**, to ensure a response by the MDOC. Responses to questions will be posted to the MDOC website at <https://www.mdoc.ms.gov/> under the General Public and to the Buying and Selling to Government in Mississippi Portal at [https://www.ms.gov/dfa/contract\\_bid\\_search](https://www.ms.gov/dfa/contract_bid_search). Procurement. Request for Proposals section as an amendment to the RFP on **10/23/2023**. Questions received after **10/09/2023** may be considered for response, although there is no guarantee as to if, or when a response will be provided.

It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this RFP.

### **1.5 Acknowledgment of Amendments**

The MDOC reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted on the MDOC website at <https://www.mdoc.ms.gov/> under General Public, Procurement, Request for Proposals section and to the Buying and Selling to Government in Mississippi Portal at [https://www.ms.gov/dfa/contract\\_bid\\_search](https://www.ms.gov/dfa/contract_bid_search). Offerors must acknowledge receipt of any amendment to this RFP by signing and returning the amendment. The acknowledgment must be included in the proposal submission. Please monitor the website for amendments to this RFP. The MDOC responses to questions will be treated as amendments to this RFP and will require acknowledgment.

### **1.6 Cost of Proposal Preparation**

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with the MDOC regarding its proposal shall be borne exclusively at the Offeror’s expense.

### **1.7 Right to Reject, Cancel and/or Reissue Another RFP**

The MDOC specifically reserves the right to reject any or all proposals received in response to this RFP, cancel this RFP in its entirety, or issue another RFP.

### **1.8 Registration with Mississippi Secretary of State**

By submitting a proposal, the Offeror 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 Office of Procurement and Contracts that it has been awarded a contract.

### **1.9 Debarment**

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



### 1.10 Statement of Compliance Requirement

Please carefully review the information located in *Section 8 – Statement of Compliance* and include a copy **signed by an officer, principal, or owner** of your company with your completed proposal. Failure to submit a signed Statement of Compliance may result in your proposal being eliminated from further consideration. If you object to any of the terms and conditions included in the *Waste Collection and Disposal Services Draft Contract* (see Appendix C), or any requirements listed in this RFP, please note, and explain your objections on the Statement of Compliance. Clauses in *italic blue* type in the *Waste Collection and Disposal Services Draft Contract* (see Appendix C) are deemed mandatory and are nonnegotiable.

### 1.11 State Approval

It is understood that the contract shall require approval by the Public Procurement Review Board (PPRB). If the contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by the MDOC to facilitate rapid approval and a start date consistent with the proposed schedule.

## SECTION 2. PROCUREMENT METHODOLOGY

### 2.1 Restrictions on Communications with the MDOC Staff

At no time shall any Offeror or its personnel contact, or attempt to contact, the MDOC staff regarding this RFP except the MDOC Office of Procurement and Contracts. All correspondence should be sent to [procurement@mdoc.state.ms.gov](mailto:procurement@mdoc.state.ms.gov). **Should it be determined that any Offeror has attempted to communicate or has communicated with any MDOC staff outside of the Office of Procurement and Contracts regarding this RFP, the MDOC, at its discretion, may disqualify the Offeror from submitting a proposal in response to this RFP.**

### 2.2 Acceptance of Proposals

After receipt of the proposals, the MDOC reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected company without negotiation.

All proposals properly submitted shall be accepted by the MDOC. After review, the MDOC may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of the MDOC and the State of Mississippi.

The MDOC also reserves the right to waive minor irregularities in proposals provided such action is in the best interest of the MDOC and the State of Mississippi. A minor irregularity is defined as a variation of the RFP which does not affect the price of the proposal or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Where the MDOC may waive minor irregularities as determined by the MDOC, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements should the Offeror be awarded the contract.

The MDOC reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. The MDOC shall award firm fixed contract, based on unit

pricing, to the Offeror whose proposal is responsive to the solicitation and is most advantageous to the MDOC and the State of Mississippi in price, quality, and other factors considered.

### **2.3 Disposition of Proposal**

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by the MDOC shall upon receipt become and remain the property of the MDOC. The MDOC shall have the right to use all concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

### **2.4 Modification or Withdrawal of a Proposal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the MDOC, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. The MDOC shall not merge, collate, or assemble proposal materials. Unless requested by the MDOC, no other amendments, revisions, or alterations to the proposal shall be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal due date.

### **2.5 Rejection of Proposals**

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this RFP document is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. The MDOC staff reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by the MDOC staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

### **2.6 Alternate Proposals**

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal may result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of the MDOC, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

### **2.7 Corrections and Clarifications**

The MDOC Office of Procurement and Contracts reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet any of the requirements of this RFP, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

### **2.8 Proposal Evaluation**

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a three-phase process, consisting of Compliance Phase, Analysis Phase, and Finalist phases. For proposals determined to be compliant and responsive to this RFP, consensus scoring will be used in the evaluation process using a 100-point scale. Consensus scoring involves solidarity or general agreement of opinion among evaluators, based on information and data contained in this RFP responses. The evaluation of any proposal may be suspended and/or terminated at the MDOC's discretion at any point during the evaluation process to which the MDOC determines that said proposal and/or Offeror failed to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MDOC receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the State of Mississippi. The evaluation process, including evaluation factors and weights, is described below:

**Compliance Phase** - in this phase of the evaluation process, the procurement officer and/or designee will review all proposals received to determine if the following mandatory requirements of this RFP have been satisfied:

1. Proposal submission deadline met.
2. Required format followed:
  - a. Paper copy contains a signed original proposal along with the required five (5) identical copies of the proposal with section components clearly tabbed.
  - b. Electronic copy of complete proposal, including attachments in searchable Microsoft Office<sup>®</sup> format, preferably in Word<sup>®</sup> or Portable Document Format (PDF<sup>®</sup>) on flash drive or compact disc.
  - c. An electronic redacted copy of the complete proposal, including attachments (as applicable).
3. Minimum Qualifications met
4. Scope of Services (Section 4) Confirmation submitted
5. References (Section 5) provided
6. Management Proposal (Section 6) answered
7. Cost Proposal (Section 7) provided **(Submitted separately)**
8. Signed Statement of Compliance (Section 8) submitted
9. Signed Acknowledgement of RFP Amendment(s) (Section 9), including the amendment with the MDOC's Responses to Questions, if any posted, submitted
10. Résumés for Key Staff (Section 10) provided

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Those Offerors passing the Compliance Phase will be evaluated further.

**Weight – The Compliance Phase of the evaluation is considered pass/fail.**

**Analysis Phase** – In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each qualified, but **de-identified/blind as applicable**, proposal received, relative to the management and cost section of each proposal.

Evaluation factors are listed in order of their relative importance and weight:

1. Cost Proposal (Weight/Value – 60%) – The competitiveness of the proposed fees.

- a. Price (Weight/Value 50%) The MDOC will use a formula to allocate points for Price. The maximum 50% points will be assigned to the lowest, responsive, and responsible proposal price. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 50 = Z$$

X = lowest bid price  
Y = Offeror's price  
Z = assigned points

- b. The Offeror shall demonstrate financial responsibility. Offerors shall include their statements of financial standing for the last three (3) Fiscal Years. **Financial Statements shall be de-identified/blind.** (Weight/Value 5%)
- c. The Offeror shall provide a written commitment to supply a Performance Bond in the event of contract award. The amount of the Performance Bond shall initially be the three (3) year contract term total price/cost. The Offeror shall commit to increasing the amount of the Performance Bond according to each optional renewal year cost, as utilized. (Weight/Value 5%)

2. Management Proposal (Weight/Value – 40%) – The personnel, equipment, facilities, and other resources to provide timely services for an entity of comparable size; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFP, demonstrating where applicable, the ability to perform the service reflected by technical training, education and general experience of staff and a documented record of past performance of providing services.

3. Scope of Services Confirmation (Written Confirmation) – The Offeror shall confirm it has the capability, solutions, and action plan for providing the core services identified in Section 4 Scope of Services by the MDOC. **Weight/Value – This component of the evaluation is considered pass/fail.**

4. Record of Past Performance of Similar Work (Experience and Qualifications) – From among the finalists, the client references will be contacted to verify demonstration of an acceptable level of past performance for programs of a similar size and complexity as the MDOC. **Weight/Value – This component of the evaluation is considered pass/fail.**

Upon completion of the Analysis Phase, the evaluation committee will review and compare the numerical scores from among the qualified Offerors to determine the finalists. The top scoring Offeror, as well as all other Offerors with scores within ten (10) points of the top scoring Offeror, will be named as finalists and will be further evaluated.

**Finalist Phase** – In this phase of the evaluation process, the evaluation committee will seek to determine from among the finalists whose proposal is the most advantageous to the MDOC. This phase consists of the following components:

**Best and Final Offer** – At the MDOC’s discretion, all finalists may be given the opportunity to provide a “best and final offer” relative to their cost proposal. The MDOC will notify the finalists if a “best and final offer” may be submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such “best and final” offer should include any applicable revised financial exhibits and must be signed by an appropriate representative of your company. If a finalist chooses to not make a “best and final offer,” the cost proposal included in your company’s response to the Request for Proposal will be considered as the “best and final offer.” NOTE: Unsolicited “best and final offers,” including, but not limited to, such offers submitted by non-finalists, will not be accepted.

**Weight/Value** – The numerical scores in the formula for the Cost Proposal from the Analysis Phase will be adjusted for any “best and final offer” received from a finalist.

## **2.9 Right of Negotiation**

Discussions and negotiations regarding price and other matters may be conducted with an Offeror who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. The MDOC reserves the right to further clarify and/or negotiate with the Offeror deemed best following completion of the evaluation of proposals, but prior to contract execution, if deemed necessary by the MDOC. The MDOC also reserves the right to move to the next best Offeror if negotiations do not lead to an executed contract with the best Offeror. The MDOC reserves the right to further clarify and/or negotiate with the Offeror on any matter submitted.

## **2.10 Post Award Debriefing**

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

## **2.11 Protest of Solicitation or Award**

Any actual or prospective Offeror or Offerors who are aggrieved in connection with the solicitation or award of a contract may file a protest with the Cindy Freeman, Agency Procurement Officer. The protest shall be submitted in writing within seven (7) calendar days of the Notice of Intent to Award. The deadline to file a protest is 12/28/2023 at 4 PM.

A protest is considered filed when received by Cindy Freeman, Agency Procurement Officer via certified mail, postage prepaid, return receipt required or by personal delivery, signed receipt. Protests filed after the seven (7) day period shall not be considered.

### **2.11.1 Content of Protest**

To expedite handling of protests, the envelope should be labeled “Protest”. The written protest shall include at a minimum the following:

1. The name and address of the protestor.
2. Appropriate identification of the procurement and if a contract has been awarded, its number.
3. A statement of reasons for the protest.
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

### **2.11.2 Protest Decision**

If the protest is not resolved by mutual agreement, the Agency Head or designee shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the Mississippi Public Procurement Review Board (PPRB).

### **2.11.3 Stay of Solicitation or Award**

In the event of a timely protest, the MDOC shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State of Mississippi.

### **2.11.4 Right to Appeal**

Any person adversely affected by the protest decision of an Agency Head or designee may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

## **SECTION 3. MINIMUM QUALIFICATIONS**

The following minimum qualifications and legal responsibilities are mandatory. Please respond by restating each requirement, including the number listed below with documentation that proves specifically how your company meets the qualifications. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the MDOC Office of Procurement and Contracts, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. If this happens, the Offeror will be notified of the decision and will have an opportunity to provide additional information to prove the company does meet the minimum qualifications. It is incumbent upon the disqualified Offeror to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

1. Offeror shall have at least five (5) years' experience as an organization providing solid waste



- collection and disposal services for a government entity and/or organization that is similar in size and/or scope to the MDOC. Offeror must describe in detail how this requirement is met. Please indicate the month and year in which the proposing company was established.
2. The Offeror represents that it shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods, and material of the MDOC. Such policy of insurance shall provide a minimum coverage in the amount of \$1,000,00,000.00 with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
  3. The Offeror represents that it shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of \$500,000.00 with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
  4. The Offeror represents that it shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of \$250,000.00 with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
  5. The Offeror represents that it shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law.
  6. All Certificates of Insurance shall be included in the proposal submission.
  7. The Offeror shall confirm that in the event of contract award, a Performance Bond will be supplied to the MDOC. The initial Performance Bond shall be in the amount of the three (3) year contract term and shall be increased in accordance with each optional renewal year price if utilized.
  8. The Offeror shall assign a Project Manager to the MDOC account.
  9. The Offeror shall have a standing agreement in place or commitment with a local landfill for waste disposal for the proposed term of the contract.

#### **SECTION 4. SCOPE OF SERVICES**

This section contains information on the legal responsibilities, services, and procedures the Offeror must provide, or adhere to provide the services to the MDOC, either directly or through identified subcontractors.

Please respond to **Section 4 – Scope of Services** by restating each service listed and confirm your intention to provide the service as described by responding, “*Confirmed*”. If your company can provide the service, but not exactly as described, respond, “*Confirmed, but with exceptions*”, and state the specific exceptions. If your company intends to provide a listed service through a subcontractor, respond, “*Confirmed, service will be provided through subcontractor,*” and name

the subcontractor. If your company is currently unable to provide a listed service, respond by stating, “Unable to provide this service.” Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

#### 4.1 Work Plan

The scope of services or work plan shall consist of providing and maintaining the pickup schedule of non-hazardous trash from the following specified locations:

Facility	Address	Equipment	Size	#	Pickup	Location
<b>South Mississippi Correctional Institution</b>	22689 MS Hwy 463 North Leakesville, MS 39451					
		Compactor	34 yard	1	3x Week	Area I
		Front Load	8 yard	2	1x Week	Area I
		Compactor	34 yard	2	2x Month	Area II
		Front Load	8 yard	2	1x Week	Area III
		Compactor	34 yard	1	1x Week	Central Kitchen
		Front Load	8 yard	1	1x Week	Administration
		Front Load	2 yard	1	2x Month	Wastewater
		Front Load	4 yard	1	1x Week	Central Security
		Front Load	8 yard	1	1x Week	Central Security
		Front Load	4 yard	1	1x Week	Trailer Site
		Roll Off	30 yard	1	On call	Outside Sally Port Area II
<b>Central Mississippi Correctional Facility</b>	3794 MS Hwy 468 Pearl, MS 39208					
		Compactor	34 yard	1	3x Week	Central Kitchen
		Compactor	34 yard	1	1x Week	Area II (old 720)
		Roll Off	30 yard	1	On Call	Central Warehouse
		Compactor	34 yard	1	1x Week	1-A Yard
		Compactor	34 yard	1	1x Week	Receiving & Classification (R&C)
		Compactor	34 yard	1	1x Week	Admissions (Quick Bed)
<b>Mississippi State Penitentiary</b>	MS Hwy 49 West Parchman, MS 38738					
		Roll Off	30 yard	1	On Call	Maintenance
		Roll Off	30 yard	1	On Call	Maintenance
		Frontload	8 yard	1	2x Week	Auto Shop
		Compactor	34 yard	1	1x Week	U29
		Roll Off	30 yard	1	On Call	Property/Canteen
		Roll Off	30 yard	1	On Call	Property/Canteen



		Frontload	8 yard	1	2x Week	Central Warehouse
		Roll Off	30 yard	1	On Call	Central Warehouse
		Frontload	8 yard	2	2x Week	Cold Storage
		Frontload	8 yard	1	2x Week	Farm Shop
		Roll Off	30 yard	1	On Call	Farm Shop
		Compactor	34 yard	1	1x Week	U26
		Frontload	8 yard	1	2x Week	U32
		Frontload	8 yard	2	2x Week	U28
		Frontload	8 yard	2	2x Week	U42 (Hospital)
		Frontload	8 yard	1	2x Week	U25
		Compactor	34 yard	1	1x Week	U30
		Roll Off	30 yard	1	On Call	Fire House/Old CID/Ballfield
		Frontload	8 yard	1	2x Week	Spiritual Life Center
		Frontload	8 yard	1	2x Week	U31
		Frontload	8 yard	1	2x Week	K9
		Frontload	8 yard	1	2x Week	Metal Fab
		Frontload	8 yard	1	2x Week	Front School/Vo- Tech
		Roll Off	30 yard	1	On Call	Front School/Vo- Tech
		Compactor	34 yard	1	1x Week	Textile/The Place
		Frontload	8 yard	2	2x Week	Visitation
<b>Delta Correctional Facility</b>	3800 Baldwin Road, CR540 Greenwood, MS 38930					
		Compactor	34 yard	1	1x Week	Intake
		Roll Off	30 yard	1	On Call	Intake
<b>Marshall County Correctional Facility</b>	833 West Street Holly Springs, MS 38634					
		Compactor	34 yard	1	1x Week	Kitchen
		Front Load	2 yard	1	1x Month	Wastewater Separator
		Roll Off	30 yard	1	On Call	Maintenance
<b>Walnut Grove Correctional Facility</b>	1650 MS Hwy 492 Walnut Grove, MS 39189					
		Compactor	34 yard	1	1x Week	
		Roll Off	30 yard	1	On call	

## 4.2 Additional Pickups

The MDOC reserves the right to request additional pickups from the contractor during the term of the contract. The cost of the additional pickups will be based on the contractor's submitted unit pricing (defined in Section 8, Cost Proposal). The additional cost will be added to the total cost of the contract. The cost of the additional pickups may be annual and recurring, or a one (1) time request as needed.

### **4.3 Additional Equipment**

The contractor will be required to provide the equipment size as specified above for each facility. The MDOC reserves the right to request additional equipment from the contractor during the term of the contract. The cost of the additional equipment will be based on the contractor's submitted unit pricing (defined in Section 8, Cost Proposal). The additional cost will be added to the total cost of the contract.

### **4.4 Additional Locations**

If, during the term of the contract, additional facilities are acquired by the MDOC or other MDOC facilities need waste collection services those facilities may be added to the contract in accordance with winning Offeror's unit and pickup pricing.

### **4.5 Perform Site Assessment**

The awarded contractor will be required to visit and assess the waste collection needs of each MDOC state facility and provide a report with the findings. The report should include a detailed description of the equipment the contractor plans to provide and the specific locations each piece of equipment will be kept on the grounds of each MDOC facility. The report should also include a detailed pickup schedule.

### **4.6 Security**

1. The Offeror shall be responsible for ensuring that all personnel comply with the MDOC policy and procedures while on facility grounds.
2. All personnel entering a correctional facility will be subject to search of their person and personal items including vehicles. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines. All Offeror's personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
3. All equipment, tools supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and removed from security compound when not in use.
4. Any attempts to introduce contraband as defined below, to assist in escape, or to have unauthorized contact with inmates of a facility are prohibited and will be prosecuted under the provisions of the Miss. Code Annotated § 47-5-193. Any interaction between the selected contractor's personnel and an inmate which assists the inmate to escape is a felony and will be prosecuted.
5. The Offeror's personnel may not deliver, receive, or otherwise transfer any item (no matter how innocuous) to or from an inmate.
6. The Offeror's personnel or representatives are limited to movement to, from and within their assigned area. No contact is allowed with inmates unless expressly

approved.

7. No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into any MDOC facility.
8. The MDOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow the MDOC policies and procedures.
9. All Offeror's personnel are required to be dressed appropriately for the duties they are performing in a uniform that is approved by the MDOC Deputy Commissioner of Institutions and that clearly identifies the person and their employer. The selected Offeror's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-fitting, provocative or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
10. Any vehicle left unattended must be locked and the keys must be removed, or it should be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after approved by the MDOC personnel.
11. All drivers must have an NCIC Background Check and be cleared before entering any MDOC facility. Drivers may not bring onto the grounds of any correctional facility items considered contraband: firearms, sharpened instruments or knives, other objects capable of inflicting death, tools, explosives/ammunition, medication (prescription/non-prescription), illegal drugs, electronic devices or parts, escape paraphernalia, staff clothing or uniform related items, cell phones except for driver's personal cell phone, cameras or any other items as mandated by Miss. Code Annotated § 47-5-193.
12. The Superintendent/Warden or designee has the authority to revoke a contract employee's security clearance as deemed necessary.

## **SECTION 5. REFERENCES**

All requested references should be provided using the References Form in Appendix B. The Offeror must document, through their references, they have the experience required to meet the minimum vendor requirements. The MDOC staff must be able to complete two (2) reference checks for each category for a proposal within ten (10) business days of proposal opening to be considered responsive.

1. List the three largest waste collection and disposal clients for whom you are providing (or have provided) services similar to those requested in this RFP along with the following:
  - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed;
  - b. Length of time providing waste collection and disposal services for the listed client;
  - c. Number of annual pickups provided to this client;
  - d. Number of personnel utilized for this client;
  - e. Number of trucks utilized to provide service to this client;
  - f. Was a project/contract manager provided for this client; and,

2. List three governmental waste collection and disposal clients for whom you are providing (or have provided) services similar to those requested in this RFP.
  - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed;
  - b. Length of time providing waste collection and disposal services for this governmental client;
  - c. Number of annual pickups provided to this governmental client;
  - d. Number of personnel utilized for this governmental client;
  - e. Number trucks utilized to provide service to this governmental client;
  - f. Was a project/contract manager provided for this governmental client; and,
  - g. Size of this governmental client.

## **SECTION 6. MANAGEMENT PROPOSAL**

In preparing your written response to any RFP question or request for information, you are required to repeat each question, including the number, and requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

1. Provide a detailed staffing chart of proposed staff which will be dedicated to the MDOC Waste Collection and Disposal Contract. The staffing chart should detail each staff members’ responsibilities related to the MDOC Waste Collection and Disposal Contract.
2. Describe the process and time frame for addressing staff turnover.
3. Describe any training and/or education provided to staff related to contract services.
4. Resumes for all proposed management staff, including a proposed Project Manager for the MDOC, should be provided. The resumes shall be submitted in Section 6 and should include, but are not limited to:
  - a. Duration and experience as an employee with the Offeror.
  - b. All waste collection and disposal industry related experience.
  - c. Any relevant education and training in the waste collection and disposal industry.
5. State and describe the number of accounts or contracts (of similar size and scope) the proposed Project Manager for the MDOC has been responsible for during the past 5 years?
6. If the proposed Project Manager for the MDOC will not be solely dedicated to the MDOC Waste Collection and Disposal Contract, indicate the percentage of time that will be dedicated to the MDOC account.
7. Provide the geographical location of the office where the proposed Project Manager for the MDOC is based.

8. Describe in detail the Offeror's management plan for the scope of work stated in Section
9. Detail the number of trucks and/or equipment that will be utilized for the Scope of Work stated in Section 4.
10. Detail the number of state government contracts the Offeror has serviced/managed. Please provide the number of equipment serviced and the pickup schedule.
11. Describe the Offeror's contract management/problem solving strategy and include detailed examples from previous and/or current contracts.
12. Describe the communication procedures between the Offeror's proposed staff and the MDOC, including notification to the MDOC if/when a Project Manager changes positions or leaves the company.
13. Describe any industry specific technology used by the Offeror to manage the performance of the Scope of Work stated in Section 4.

## SECTION 7. COST PROPOSAL

I \_\_\_\_\_ (the Offeror) propose to complete all work included in the scope of work and work plan identified in Section 4 of this Request for Proposals. The Price stated in the Cost Proposal shall include the provision of the below stated number of equipment and pickups at the stated locations and in accordance with the schedule provided.

Facility	Address	Equipment	Size	#	Pickup	Location
<b>South Mississippi Correctional Institution</b>	22689 MS Hwy 463 North Leakesville, MS 39451					
		Compactor	34 yard	1	3x Week	Area I
		Front Load	8 yard	2	1x Week	Area I
		Compactor	34 yard	2	2x Month	Area II
		Front Load	8 yard	2	1x Week	Area III
		Compactor	34 yard	1	1x Week	Central Kitchen
		Front Load	8 yard	1	1x Week	Administration
		Front Load	2 yard	1	2x Month	Wastewater
		Front Load	4 yard	1	1x Week	Central Security
		Front Load	8 yard	1	1x Week	Central Security
		Front Load	4 yard	1	1x Week	Trailer Site
		Roll Off	30 yard	1	On call	Outside Sally Port Area II
<b>Central Mississippi Correctional Facility</b>	3794 MS Hwy 468 Pearl, MS 39208					
		Compactor	34 yard	1	3x Week	Central Kitchen
		Compactor	34 yard	1	1x Week	Area II (old 720)
		Roll Off	30 yard	1	On Call	Central Warehouse
		Compactor	34 yard	1	1x Week	1-A Yard
		Compactor	34 yard	1	1x Week	Receiving & Classification (R&C)
		Compactor	34 yard	1	1x Week	Admissions (Quick Bed)
<b>Mississippi State Penitentiary</b>	MS Hwy 49 West Parchman, MS 38738					
		Roll Off	30 yard	1	On Call	Maintenance
		Roll Off	30 yard	1	On Call	Maintenance
		Frontload	8 yard	1	2x Week	Auto Shop
		Compactor	34 yard	1	1x Week	U29
		Roll Off	30 yard	1	On Call	Property/Canteen
		Roll Off	30 yard	1	On Call	Property/Canteen
		Frontload	8 yard	1	2x Week	Central Warehouse
		Roll Off	30 yard	1	On Call	Central Warehouse
Frontload	8 yard	2	2x Week	Cold Storage		

		Frontload	8 yard	1	2x Week	Farm Shop
		Roll Off	30 yard	1	On Call	Farm Shop
		Compactor	34 yard	1	1x Week	U26
		Frontload	8 yard	1	2x Week	U32
		Frontload	8 yard	2	2x Week	U28
		Frontload	8 yard	2	2x Week	U42 (Hospital)
		Frontload	8 yard	1	2x Week	U25
		Compactor	34 yard	1	1x Week	U30
		Roll Off	30 yard	1	On Call	Fire House/Old CID/Ballfield
		Frontload	8 yard	1	2x Week	Spiritual Life Center
		Frontload	8 yard	1	2x Week	U31
		Frontload	8 yard	1	2x Week	K9
		Frontload	8 yard	1	2x Week	Metal Fab
		Frontload	8 yard	1	2x Week	Front School/Vo-Tech
		Roll Off	30 yard	1	On Call	Front School/Vo-Tech
		Compactor	34 yard	1	1x Week	Textile/The Place
		Frontload	8 yard	2	2x Week	Visitation
<b>Delta Correctional Facility</b>	3800 Baldwin Road, CR540 Greenwood, MS 38930					
		Compactor	34 yard	1	1x Week	Intake
		Roll Off	30 yard	1	On Call	Intake
<b>Marshall County Correctional Facility</b>	833 West Street Holly Springs, MS 38634					
		Compactor	34 yard	1	1x Week	Kitchen
		Front Load	2 yard	1	1x Month	Wastewater Separator
		Roll Off	30 yard	1	On Call	Maintenance
<b>Walnut Grove Correctional Facility</b>	1650 MS Hwy 492 Walnut Grove, MS 39189					
		Compactor	34 yard	1	1x Week	
		Roll Off	30 yard	1	On call	

**MONTHLY MDOC WASTE COLLECTION AND DISPOSAL COST  
PER FACILITY**

	<b>South Mississippi Correctional Institution</b>	<b>Central Mississippi Correctional Facility</b>	<b>Mississippi State Penitentiary</b>	<b>Delta Correctional Facility</b>	<b>Marshall County Correctional Facility</b>	<b>Walnut Grove Correctional Facility</b>
<b>Estimated Monthly Cost</b>	\$	\$	\$	\$	\$	\$

ANNUAL MDOC WASTE COLLECTION AND DISPOSAL COST						
	Year 1	Year 2	Year 3	3-Year Total	Year-4*	Year-5*
<b>Estimated Annual Cost</b>	\$	\$	\$	\$	\$	\$

*\*Optional Renewal Year*

The above cost shall be based on the below unit pricing. Any additional pickup or equipment shall be based on this pricing.

Additional Waste Collection Equipment & Pickup			
Unit Price	Pickup	Size	Equipment
\$	\$	4 yard	Front Loader
\$	\$	8 yard	Front Loader
\$	\$	30 yard	Roll Off
\$	\$	34 yard	Compactor

All rates and prices quoted herein are guaranteed through the term of the contract.

By submission of this proposal, I hereby certify that the prices submitted in response to this RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed. By submission of this proposal, we hereby certify that we have not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Additionally, we agree that in the event of contract award, a Performance Bond will be supplied to the MDOC. The initial Performance Bond shall be in the amount of the three (3) year contract term and shall be increased in accordance with each optional renewal year price if utilized.

A signature is required below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

*This statement must be signed by an officer of the company with the ability to bind the company and shall be included as a part of your Cost Proposal.*



**SECTION 8. STATEMENT OF COMPLIANCE**

This section contains the Statement of Compliance for the Waste Collection and Disposal Services RFP and Draft Contract. This statement must be signed by an officer of the company with the ability to bind the company and shall be included as a part of your proposal. You must submit a signed Statement of Compliance with your proposal. If you object to any of the terms and conditions included in the draft contract provided in *Appendix C – Waste Collection and Disposal Services Draft Contract*, or any requirements listed in this RFP, please note and explain your objections on the Statement of Compliance. The MDOC reserves the right to reject an Offeror’s proposal based on any objections.

**Statement of Compliance**

We agree to adhere to all conditions and requirements as set forth in the Mississippi Department of Corrections Request for Proposal for Waste Collection and Disposal Services, dated \_\_\_\_\_ including the conditions contained in the draft contract included as *Appendix C - Waste Collections and Disposal Services Draft Contract*, except as listed below:

A signature is required below.

\_\_\_\_\_ Name

\_\_\_\_\_ Date

\_\_\_\_\_ Title

\_\_\_\_\_ Company

**APPENDIX A – Proposal Cover Sheet**

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

Proposals are to be submitted as directed in *Section 1.2, Proposal Submission Requirements*, of this RFP, on or before **11/06/2023** by **10:00 a.m. AM CST**.

<b>Company Representative</b>	
<b>Company Representative Title</b>	
<b>Company Representative Mailing Address</b>	
<b>Company Representative Mailing City, State, Zip</b>	
<b>Company Representative Telephone:</b>	
<b>Company Representative E-Mail Address:</b>	

*Please identify the Office/Branch which will provide services for the MDOC if different from above:*

<b>Office Contact Person</b>	
<b>Office Contact Person Telephone Number</b>	
<b>Office Contact Person Email Address</b>	
<b>Office Contact Person Physical Address</b>	
<b>Office Contact Person City, State, Zip</b>	
<b>Office Contact Person Mailing Address</b>	
<b>Office Contact Person City, State, Zip</b>	

Please state if the proposed account executive, any officers, or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees of the MDOC or the State of Mississippi.

---

Are you currently registered as a Supplier in MAGIC? \_\_\_ YES \_\_\_ NO

If known, what is your supplier number \_\_\_\_\_

Are you currently registered with PayMode? \_\_\_ YES \_\_\_ NO

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 the Offeror will perform the services required at the prices stated in their proposal.
2. That the pricing submitted will remain firm for the contract term.
3. It is understood that the Offeror's submitted proposal is valid for at least 180 days subsequent to the date of submission.
4. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
5. That the Offeror has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in **Section 3, Minimum Qualifications**, and should the Offeror be awarded the contract, will add the State of Mississippi as an additional insured.
6. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
7. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. To do business with the State of Mississippi, all Suppliers must be registered in both systems. By submitting a proposal, the Offeror certifies that it is registered in both systems or if not already registered, that it will do so within seven (7) business days of being notified by the MDOC Office of Procurement and Contracts that it has been awarded the contract.

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

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

**APPENDIX B - References**

<b>Client Name</b>	
<b>Contact Name and Title</b>	
<b>Contact Address</b>	
<b>Contact Telephone Number</b>	
<b>Email Address</b>	
<b>Type of work provided to the client</b>	
<b>Contract effective dates for the time period(s) services provided to client</b>	

<b>Client Name</b>	
<b>Contact Name and Title</b>	
<b>Contact Address</b>	
<b>Contact Telephone Number</b>	
<b>Email Address</b>	
<b>Type of work provided to the client</b>	
<b>Contract effective dates for the time period(s) services provided to client</b>	

<b>Client Name</b>	
<b>Contact Name and Title</b>	
<b>Contact Address</b>	
<b>Contact Telephone Number</b>	
<b>Email Address</b>	
<b>Type of work provided to the client</b>	
<b>Contract effective dates for the time period(s) services provided to client</b>	

*Additional references to meet the requirements of this RFP may be submitted on a separate page.*

**APPENDIX C - Waste Collection and Disposal Services Draft Contract**

**MISSISSIPPI DEPARTMENT OF CORRECTIONS  
PERSONAL SERVICE CONTRACT**

**WASTE COLLECTION AND DISPOSAL SERVICES  
DRAFT CONTRACT**

This Personal Service Contract (“Contract”) is made on this the \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **Mississippi Department of Corrections** (hereinafter referred to as “the MDOC” or “Agency”), a statutory agency for the State of Mississippi, whose address is 301 North Lamar Street, Jackson, Mississippi 39201 and **CONTRACTOR** (hereinafter referred to as “Contractor”), whose mailing address is **TBD**, under the following terms and conditions:

**1. Scope of Services**

The Contractor is expected to provide and maintain the pickup schedule of non-hazardous waste collection from the following specified locations:

Facility	Address	Equipment	Size	#	Pickup	Location
South Mississippi Correctional Institution	22689 MS Hwy 463 North Leakesville, MS 39451					
		Compactor	34 yard	1	3x Week	Area I
		Front Load	8 yard	2	1x Week	Area I
		Compactor	34 yard	2	2x Month	Area II
		Front Load	8 yard	2	1x Week	Area III
		Compactor	34 yard	1	1x Week	Central Kitchen
		Front Load	8 yard	1	1x Week	Administration
		Front Load	2 yard	1	2x Month	Wastewater
		Front Load	4 yard	1	1x Week	Central Security
		Front Load	8 yard	1	1x Week	Central Security
		Front Load	4 yard	1	1x Week	Trailer Site
		Roll Off	30 yard	1	On call	Outside Sally Port Area II
Central Mississippi Correctional Facility	3794 MS Hwy 468 Pearl, MS 39208					
		Compactor	34 yard	1	3x Week	Central Kitchen
		Compactor	34 yard	1	1x Week	Area II (old 720)
		Roll Off	30 yard	1	On Call	Central Warehouse
		Compactor	34 yard	1	1x Week	1-A Yard
		Compactor	34 yard	1	1x Week	Receiving & Classification (R&C)
Compactor	34 yard	1	1x Week	Admissions (Quick Bed)		
Mississippi State Penitentiary	MS Hwy 49 West Parchman, MS 38738					

		Roll Off	30 yard	1	On Call	Maintenance
		Roll Off	30 yard	1	On Call	Maintenance
		Frontload	8 yard	1	2x Week	Auto Shop
		Compactor	34 yard	1	1x Week	U29
		Roll Off	30 yard	1	On Call	Property/Canteen
		Roll Off	30 yard	1	On Call	Property/Canteen
		Frontload	8 yard	1	2x Week	Central Warehouse
		Roll Off	30 yard	1	On Call	Central Warehouse
		Frontload	8 yard	2	2x Week	Cold Storage
		Frontload	8 yard	1	2x Week	Farm Shop
		Roll Off	30 yard	1	On Call	Farm Shop
		Compactor	34 yard	1	1x Week	U26
		Frontload	8 yard	1	2x Week	U32
		Frontload	8 yard	2	2x Week	U28
		Frontload	8 yard	2	2x Week	U42 (Hospital)
		Frontload	8 yard	1	2x Week	U25
		Compactor	34 yard	1	1x Week	U30
		Roll Off	30 yard	1	On Call	Fire House/Old CID/Ballfield
		Frontload	8 yard	1	2x Week	Spiritual Life Center
		Frontload	8 yard	1	2x Week	U31
		Frontload	8 yard	1	2x Week	K9
		Frontload	8 yard	1	2x Week	Metal Fab
		Frontload	8 yard	1	2x Week	Front School/Vo- Tech
		Roll Off	30 yard	1	On Call	Front School/Vo- Tech
		Compactor	34 yard	1	1x Week	Textile/The Place
		Frontload	8 yard	2	2x Week	Visitation
Delta Correctional Facility	3800 Baldwin Road, CR540 Greenwood, MS 38930					
		Compactor	34 yard	1	1x Week	Intake
		Roll Off	30 yard	1	On Call	Intake
Marshall County Correctional Facility	833 West Street Holly Springs, MS 38634					
		Compactor	34 yard	1	1x Week	Kitchen
		Front Load	2 yard	1	1x Month	Wastewater Separator
		Roll Off	30 yard	1	On Call	Maintenance
Walnut Grove Correctional Facility	1650 MS Hwy 492 Walnut Grove, MS 39189					
		Compactor	34 yard	1	1x Week	
		Roll Off	30 yard	1	On call	

## **1.1 Additional Pickups**

The MDOC reserves the right to request additional pickups from the Contractor during the term of this Contract. The cost of the additional pickups will be based on the Contractor's submitted unit pricing (defined in under Section 8, Cost Proposal). The additional cost will be added to the total cost of this Contract. The cost of the additional pickups may be annual and recurring, or a one (1) time request as needed.

## **1.2 Additional Equipment**

The Contractor will be required to provide the equipment size as specified above for each building. The MDOC reserves the right to request additional equipment from the Contractor during the term of the Contract. The cost of the additional equipment will be based on the Contractor's submitted unit pricing (defined in Section 8, Cost Proposal). The additional cost will be added to the total cost of this Contract.

## **1.3 Additional Locations**

If, during the term of this Contract, additional facilities are acquired by the MDOC or other MDOC facilities need waste collection services those facilities may be added to this Contract in accordance with Contractor's proposed unit and pickup pricing.

## **1.4 Perform Site Assessment**

The awarded Contractor will be required to visit and assess the waste collection needs of each MDOC facility and provide a report with the findings. The report should include a detailed description of the equipment the Contractor plans to provide and the specific locations each piece of equipment will be kept on the grounds of each MDOC facility. The report should also include a detailed pickup schedule.

## **1.5 Security**

- 1.5.1 The Contractor shall be responsible for ensuring that all personnel comply with the MDOC policies and procedures while on facility grounds.
- 1.5.2 All personnel entering an MDOC facility will be subject to search of their person, personal items and vehicles. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines. Contractor's personnel must be in possession of a valid identification with a recent, clear photo in order to enter the MDOC facility.
- 1.5.3 All equipment, tools, supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and removed from security compound when not in use.
- 1.5.4 Any attempts to introduce contraband as defined below, to assist in escape, or to have unauthorized contact with MDOC inmates of a facility are prohibited and will be prosecuted under the provisions of the Miss. Code Annotated § 47-5-193. Any interaction between Contractor's personnel and an MDOC inmate which assists the inmate in escape, is a felony and will be prosecuted.



- 1.5.5 Contractor's personnel may not deliver, receive, or otherwise transfer any item (no matter how innocuous) to or from an inmate.
- 1.5.6 Contractor's personnel or representatives are limited to movement to, from and within their assigned area. No contact is allowed with the MDOC inmates unless expressly approved.
- 1.5.7 Contractor's personnel who appears to be under the influence of drugs, alcohol, or who is otherwise impaired will not be allowed entry into the MDOC facility.
- 1.5.8 The MDOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow the MDOC policies and procedures.
- 1.5.9 Contractor's personnel are required to be dressed in a uniform appropriate for the duties they are performing. The uniform shall be approved by the MDOC Deputy Commissioner of Institutions. The uniform and/or the identification must clearly identify the person and their employer. Contractor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-fitting, provocative or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the MDOC facility.
- 1.5.10 Any vehicle left unattended must be locked and the keys must be removed, or it should be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after approved by the MDOC personnel.
- 1.5.11 All drivers must have an NCIC Background Check and be cleared before entering any MDOC facility. Drivers may not bring onto the grounds of any MDOC facility items considered contraband: firearms, sharpened instruments or knives, other objects capable of inflicting death, tools, explosives/ammunition, medication (prescription/non-prescription), illegal drugs, electronic devices or parts, escape paraphernalia, extra uniforms, staff clothing or uniform related items, cell phones except for driver's personal cell phone, cameras or any other items as mandated by Miss. Code Annotated § 47-5-193.
- 1.5.12 The Superintendent/Warden or designee has the authority to revoke a contract employee's security clearance as deemed necessary.

## **2. Contract Term**

- A. The anticipated effective date of this Contract will be 03/06/2024. The initial Contract term will be for three (3) years. Upon written agreement of both parties at least 90 days prior to each Contract anniversary date, this Contract may be renewed for a period of two (2) successive one-year period(s) under the same prices, terms, and conditions as in the original Contract. The total number of renewal years permitted shall not exceed two. The total number of years including renewal years shall not exceed five years.
- B. Upon termination of this Contract, the Contractor shall cooperate with the MDOC and the new contractor during the transition of the MDOC's business to the new contractor. Upon request from the MDOC, the Contractor shall provide all MDOC information maintained by the Contractor in a time frame specified by the MDOC.

**3. Consideration**

The MDOC agrees to compensate the Contractor for services rendered under the terms of the Contract as follows:

- A. The fees listed in **Exhibit A – Pricing** shall constitute the entire compensation due to the Contractor for services and all of the Contractor’s obligations hereunder regardless of the difficulty, materials, or equipment required. The MDOC shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by the Contractor to the MDOC shall be made only after said services have been duly performed and properly invoiced. The fees listed in **Exhibit A – Pricing** of this Contract are firm for the duration of this Contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- B. The Contractor must submit all invoices in a timely manner and in a form acceptable to the MDOC, such acceptance will not be unreasonably withheld, with all the necessary supporting documentation, prior to any payment to the Contractor. No additional compensation will be provided by the MDOC for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the MDOC.
- C. The payment of an invoice by the MDOC shall not prejudice the MDOC's right to object or question any invoice or matter in relation thereto. Such payment by the MDOC shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the MDOC, on the basis of audits, not to constitute allowable costs.

**4. Availability of Funds**

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

**5. E-Payment**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The MDOC/Agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the MDOC/Agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

**6. PayMode**

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

**7. Recovery of Money**

Whenever, under this Contract, any sum of money shall be recoverable from or payable by the Contractor to the MDOC, the same amount may be deducted from any sum due to the Contractor under this Contract or under any other contract between the 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 the Contractor.

**8. Applicable Law**

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

**9. Compliance with Laws**

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

**10. Force Majeure**

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

**11. Site Rules and Regulations**

Contractor shall use its best efforts to ensure that its employees and agents, while on the MDOC premises, shall comply with MDOC policies and procedures.

**12. Anti-Assignment/Subcontracting**

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

**13. Confidentiality**

Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to the MDOC pursuant to this Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.

**14. Disclosure of Confidential Information**

In the event that either party to this Contract receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDOC/Agency shall result in the immediate termination of this Contract.

**15. Transparency**

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition,

this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Contractor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**16. Contractor Personnel**

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

**17. Independent Contractor**

The 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. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the MDOC. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC; and the MDOC shall at no time be legally responsible for any negligence or other wrongdoing by the 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.

**18. E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-

Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject Contractor to the following:

(i) termination of this Contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(ii) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(iii) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**19. Authority to Contract**

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract 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 Contract.

**20. Unsatisfactory Work**

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

**21. Debarment and Suspension**

The Contractor certifies to the best of its knowledge and belief, that it: (i) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi; (ii) has not, within a three-year period preceding this Contract/proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a



public transaction; (iii) has not, within a three-year period preceding this Contract/proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (iv) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and, (v) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, State, or local) terminated for cause or default.

**22. Modification or Renegotiation**

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

**23. Procurement Regulations**

This Contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at [www.DFA.ms.gov](http://www.DFA.ms.gov).

**24. Representation Regarding Contingent Fees**

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

**25. Representation Regarding Gratuities**

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

**26. Termination upon Bankruptcy**

This Contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Contract, but in no case shall said compensation exceed the total Contract price.

**27. Termination for Convenience**

A. Termination. The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.

B. Contractor's Obligations. Contractor shall incur no further obligations in connection

with the terminated work and on the date set in the notice of termination, Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## **28. Termination for Default**

- A. Default. If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- B. Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- C. Compensation. Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by



the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience. (As used in this paragraph of this clause, the term "subcontractor" means a subcontractor at any tier).

- E. Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to a termination for convenience.
- F. Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

## **29. Stop Work Order**

- A. Order to stop work. The Chief Procurement Officer, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either (i) cancel the stop work order; or (ii) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
- B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if: (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and, (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

- C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Adjustment of Price. Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this Contract.

**30. Price Adjustment**

A. Price Adjustment Methods. Any adjustment in Contract price, pursuant to this clause in this Contract shall be made in one or more of the following ways:

1. by agreement on a fixed price adjustment before commencement of the additional performance;
2. by unit prices specified in this Contract;
3. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in this Contract.

B. Submission of Cost or Pricing Data. The Contractor shall provide cost or pricing data for any price adjustments.

**31. Oral Statements**

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

**32. Ownership of Documents and Work Papers**

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

**33. Trade Secrets, Commercial and Financial Information**

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the 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 and shall be available for examination, copying, or reproduction.

**34. Third-Party Action Notification**

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

**35. Indemnification**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, 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 the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract. In the State's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

**36. Approval**

It is understood that if this Contract requires approval by the Public Procurement Review Board (PPRB) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (OPSCR) and this Contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

**37. Change in Scope of Work**

The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the MDOC and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

**38. Disputes**

Any dispute concerning this Contract which is not disposed of by agreement shall be decided by the MDOC Commissioner, or his designee, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the MDOC Commissioner, or his designee shall be final and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of this Contract.

**39. Attorney's Fees and Expenses**

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto.

Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

**40. Failure to Enforce**

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

**41. Record Retention and Access to Records**

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

**42. 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, rules, 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 for inspection during regular business hours and with reasonable advance notice during the term of this Contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

**43. Right to Inspect Facility**

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

**44. Severability**

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**45. License Requirements**

Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this Contract.

**46. Insurance**

The Contractor shall maintain, at its own expense, the following insurance:

- a. The Contractor shall maintain, at its own expense, comprehensive general liability insurance to protect the property, goods and material of the MDOC. Such policy of insurance shall provide a minimum coverage in the amount of \$1,000,000.00 with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- b. The Contractor shall maintain, at its own expense, Motor Vehicle Liability coverage. Such policy of insurance shall provide a minimum coverage in the amount of \$500,000.00 with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- c. The Contractor shall maintain, at its own expense, Motor Vehicle Property Damage coverage. Such policy of insurance shall provide a minimum coverage in the amount of \$250,000.00 with the State of Mississippi added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- d. The Contractor shall, at its own expense, maintain workers' compensation insurance which shall fully comply with the Mississippi Workers' Compensation Law.

**47. Performance Bond**

The Contractor shall maintain a Performance Bond for the duration of this Contract. The initial Performance Bond shall be in the amount of the three (3) year contract term and shall be increased in accordance with each optional renewal year price, if utilized.

**48. Notices**

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth in this section. 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.

If to MDOC: Mississippi Department of Corrections  
Attention: Burl Cain, Commissioner  
301 North Lamar Street  
Jackson, Mississippi 39201

If to the Contractor: Attention: **TBD**

**49. Priority**

The Contract consists of this agreement including Exhibit A, Pricing, the Request for Proposals for Waste Collection and Disposal Services dated 09/18/2023 (hereinafter "RFP" and attached as Exhibit B) the response proposal by the Contractor dated \_\_\_\_\_ (hereinafter "Proposal" and attached as Exhibit C) and. Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first, reference to this

agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement or attached Exhibits A, B and C shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

**Witness our signatures, on the date first written.**

Contractor Name:

Mississippi Department of Corrections

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

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

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

Name: Burl Cain

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

Title: Commissioner

**EXHIBIT A**

***PRICING***

The Price stated below shall include the provision of the below stated number of equipment and pickups at the stated locations and in accordance with the schedule provided:

<b>MOTHLY MDOC Waste Collection and Disposal Cost PER FACILITY</b>						
	<b>South Mississippi Correctional Institution</b>	<b>Central Mississippi Correctional Facility</b>	<b>Mississippi State Penitentiary</b>	<b>Delta Correctional Facility</b>	<b>Marshall County Correctional Facility</b>	<b>Walnut Grove Correctional Facility</b>
<b>Estimated Monthly Cost</b>	\$	\$	\$	\$	\$	
<b>ANNUAL MDOC Waste Collection and Disposal Cost</b>						
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>3-Year Total</b>	<b>Year-4*</b>	<b>Year-5*</b>
<b>Estimated Annual Cost</b>	\$	\$	\$	\$	\$	

*\*Optional Renewal Year*

The above cost shall be based on the below unit price. Any additional pickup or equipment shall be based on this price.

<b>Additional Waste Collection Equipment &amp; Pickup</b>			
<b>Unit Price</b>	<b>Pickup</b>	<b>Size</b>	<b>Equipment</b>
\$	\$	4 yard	Front Loader
\$	\$	8 yard	Front Loader
\$	\$	30 yard	RollOff
\$	\$	34 yard	Compactor

**All rates and price quoted herein are guaranteed through the term of the Contract.**



**EXHIBIT B**

**THE MISSISSIPPI DEPARTMENT OF CORRECTIONS' REQUEST FOR  
PROPOSALS FOR WASTE COLLECTION AND DISPOSAL SERVICES DATED**



**EXHIBIT C**

**THE CONTRACTOR'S RESPONSE TO THE MISSISSIPPI DEPARTMENT OF  
CORRECTIONS' REQUEST FOR PROPOSALS FOR WASTE COLLECTION  
AND DISPOSAL SERVICES DATED [Date] \_\_\_\_\_**