

REQUEST FOR QUOTES
for
ARMED GURAD SERVICES
for
MISSISSIPPI DEPARTM ENT OF CORRECTIONS

Mississippi Department of Corrections (MDOC) is requesting vendors to submit for quotes armed guard services for Mississippi Department of Corrections for on/about March 19, 2025 to March 18, 2026, unless either party provides the other advance written notice to terminate any resulting agreement.

Interested and qualified vendors having resources to perform the scope of services outlined in Section 1.22 should submit a signed quote on vendor letterhead in response to this request no later than 3 p.m. on March 12, 2025. In addition to the quote, vendors must be registered with the State of Mississippi. If not registered, please go to <https://www.dfa.ms.gov/vendors> to register your company and receive a supplier number.

Quotes should be submitted via email to Crystal T. Henry, Ph.D., procurement@mdoc.state.ms.us with Subject Line: Armed Guard Services Quote or mailed to the following:

Mississippi Department of Corrections
ATTN: Crystal T. Henry, Ph.D.-Armed Guard Services Quote
301 N. Lamar Street
Jackson, MS 39201

Upon evaluation of quotes and requested information received, MDOC will enter into an agreement with the selected vendor. Agreement shall include clauses detailed in Attachment A.

- 1.1 ACKNOWLEDGMENT OF AMENDMENTS:** Offeror shall acknowledge receipt of any amendment to the RFQ in writing. The acknowledgment shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each offeror shall submit a written acknowledgment of every amendment to the MDOC on or before the submission deadline.
- 1.2 APPLICABLE LAW:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
- 1.3 APPROVAL:** It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract

is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

- 1.4 AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage or 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.
- 1.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a proposal, the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- 1.6 COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY:** Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
- 1.7 COMPLIANCE WITH LAWS:** Contractor shall comply with, and all activities under this agreement shall be subject to, to all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
- 1.8 CONTRACT RIGHTS:** Contract rights do not vest in any party until a contract is legally executed. The MDOC is under no obligation to award a contract following issuance of this solicitation.
- 1.9 E-PAYMENT:** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies" laws which generally provides for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
- 1.10 E-VERIFICATION:** If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi

Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets employment eligibility requirements of all immigration laws.

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

- 1.11 EXPENSES INCURRED IN THE PROCUREMENT PROCESS:** All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
- 1.12 MINOR INFORMALITIES AND IRREGULARITIES:** The MDOC has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by a offeror for the MDOC to properly evaluate the offer, the MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any offeror. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)
- 1.13 OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to the solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the offeror's response.
- 1.14 PAYMODE:** Payments by MDOC using the State's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

- 1.15 PROCUREMENT REGULATIONS:** This solicitation shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 1.16 PROPERTY RIGHTS:** Property rights do not inure to any Offeror until such time as services have been provided under a legally executed contract. No party responding to this RFQ has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 1.17 REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 and 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 1.18 REQUIRED PUBLIC RECORDS AND TRANSPARENCY:** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The offeror acknowledges and agrees that the MDOC and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*
- 1.19 STOP WORK ORDER:** The MDOC may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDOC. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDOC has terminated that part of the agreement or terminated the agreement

in its entirety. The MDOC is not liable for payment for services which were not rendered due to the stop order.

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

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

1.21 SERVICE LOCATION

Mississippi Department of Corrections Records Department
421 West Pascagoula Street
Jackson, Mississippi 39203

1.22 SCOPE OF SERVICE

1.22.1 The Contractor shall provide armed foot patrol security guard personnel to perform services during the business hours from 6:00 a.m. – 6:00 p.m., The entire shift shall be covered. Monday through Friday (except State recognized holidays). Billed hours shall be twelve (12) per day for a total of sixty (60) billed hours per week.

1.22.2 Services to be provided include safeguarding MDOC employees conducting day-to-day business at its office located at 421 West Pascagoula Street, Jackson, MS 39203. Services to be provided include, but are not limited to, the following: allowing only authorized persons access to the building(s); maintaining an activity log (electronic or paper) in accordance with the MDOC requirements (such as accepting UPS, FedEx, or other package deliveries); monitoring and investigating of all internal alarm systems (such as fire, etc.); escorting MDOC employees to conduct MDOC banking business; checking to ensure graffiti, burglary, trespassing, and other hazardous, criminal, or unauthorized activities; conducting security patrols in accordance with the routes and schedules established in the post orders; responding to calls regarding fires, bomb threats, or any other emergency

situations; roving patrol of property to detect and prevent criminal or unauthorized activities; and monitoring the MDOC employee parking area. The Contractor must have a field supervisor on-call during MDOC business hours to deal with any security issues which may arise.

- 1.22.3 The Contractor will coordinate all communications with the MDOC through Director of Records who is located at 421 West Pascagoula Street, Jackson, Mississippi 39203.
- 1.22.4 Armed security guard(s) provided must have a minimum of two (2) years' experience as a security officer, or two (2) years' experience in a branch of law enforcement or other type of protective service.
- 1.22.5 All guard(s) must be fluent in the English language including the ability to clearly speak, read and write.
- 1.22.6 All guard(s) must have a completed I-9 (Employment Eligibility Verification Form) and a copy is maintained on file with contractor. Contractor shall provide security guard personnel who are physically and mentally qualified to perform the requirements as listed in this Scope.
- 1.22.7 All guard(s) may not be staff terminated from employment by MDOC without prior written approval from the MDOC Commissioner.
- 1.22.8 The guard(s) must be capable and trained to handle any and all incidents in a legal and professional manner.
- 1.22.9 Any guard(s) provided shall have undergone a National Crime Information Center (NCIC) background check, including, but not limited to: fingerprint check, criminal records check, sex offender registration records check and drug screening at contractor's expense and prior to engagement. Bidder shall certify in writing to MDOC that background checks have been completed on all security guard personnel assigned to guard MDOC location.
- 1.22.10 All guard(s) provided must have a valid Mississippi driver's license; successful drug test passage; completion of specialized training with weapons, first aid, and AED (Automated External Defibrillator). All certifications and licenses should be current and maintained.
- 1.22.11 Armed security guard(s) provided must be authorized to carry weapons in the State of Mississippi with a copy of the weapon permit provided to the MDOC. All weapon permits should be current and maintained.
- 1.22.12 All security guard personnel shall complete an orientation and training program approved by MDOC prior to commencing duties as a security guard for MDOC.

The orientation and training curriculum shall be provided to the MDOC Training Director and Commissioner or his/her designee for approval prior to implementation.

1.22.13 All security guard personnel shall complete appropriate firearms training and certification annually and be fully qualified with their assigned weapon. Bidder agrees all security guard personnel shall undergo firearm qualifications annually at contractor's firing range at no cost to the MDOC.

1.22.14 Contractor shall supply a Security Shift Report to MDOC as required by the MDOC Security Guard Post Orders. Security guard personnel will indicate on Bidder's Security Log each time they arrive, leave and are relieved by another officer (both shall sign) and then pass-off to the next shift. At the end of each shift the log and any other appropriate documentation shall be provided to the bidder's shift supervisor. A copy of the Bidder's Security Log with appropriate attachments will be submitted with bidder's invoice to MDOC. This shall include but not be limited to a timesheet for all arrival and departure times of guards each day.

1.22.15 Contractor agrees additional training curriculums shall be provided to the MDOC Training Director and the Commissioner or his/her designee for approval prior to implementation of such training. Additional training curriculums must include, but are not limited to:

- a. Emergency Procedures - mandatory every year.
- b. Restraining Techniques - mandatory every year.
- c. Firearms - mandatory as required by MDOC.
- d. CPR and First Aid - mandatory as required by MDOC
- e. Use of Force - mandatory as required by MDOC

1.22.16 Contractor agrees that prior to any security guard or supervisory personnel assuming a post, that bidder shall furnish Certificates of Completion, Training Transcripts, and Firearm Certifications to the MDOC Training Director, showing all security personnel utilized for the services have completed the appropriate orientation training, annual refresher training and firearm qualification. MDOC will not be responsible for the training or cost of training for security personnel.

1.22.17 The Contractor shall also provide with respect to security guard personnel provided to the MDOC:

- a. An assigned Account Representative to work directly with the MDOC Representative;
- b. designated contact person available during MDOC business hours for communication with the MDOC, if required;
- c. The fulfillment of MDOC's request for guard(s) within twenty-four (24) hours of request;
- d. A sufficient pool of qualified armed security guards large enough that if, for

any reason, the scheduled guard does not report for duty or must be replaced, Contractor can provide a replacement guard within two (2) hours after notification;

- e. A replacement, at no additional expense to the MDOC, for any guard not performing satisfactorily within two (2) hours;
- f. Throughout the life of the awarded contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by bidder. If the MDOC reasonably rejects staff or subcontractors, bidder must provide replacement staff or subcontractors satisfactory to the MDOC within two (2) hours of notification by MDOC and at no additional cost to the MDOC. The day-to-day supervision and control of bidder's employees and subcontractors is the sole responsibility of contractor.
- g. Guard(s) in complete uniform and well-groomed at all times;
- h. All materials, serviceable firearms, ammunition, nightsticks, serviceable flashlights, rain gear, uniforms which are clean, in good repair, easily recognizable and identify the guard(s) as an employee of the Contractor, and any other miscellaneous equipment which may be needed;
- i. The required number of qualified, competent, well-trained, drug-free, and appropriately dressed armed security guard(s) to perform the duties required during the shifts required, five days a week, as needed;
- j. Assurance that the contract security guard(s) report to work at the time and place specified by the MDOC;
- k. Assurance that the contract security guard(s) will abide by all ordinances and laws pertaining to the MDOC's operation and secure all required licenses, permits, certifications, trainings, background investigations, fingerprint checks, and drug tests;
- l. Assurance that all guards fully comply with the policies and procedures of the MDOC and all applicable regulations as now existing or as may be modified;
- m. Assurance that guard(s) do not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and that such guard(s) comply with the MDOC's restrictions regarding visitation with friends, family members, or acquaintances while on the job;
- n. Assurance that guard(s) do not vacate their post during or at the end of their shift unless relieved by appropriate duty personnel, and arrange for replacement personnel for shift changes, breaks and for unanticipated events (i.e. illness, family emergency, etc.);
- o. Assurance that no security guard personnel or supervisor work more than twelve (12) hours including any and all breaks, in a twenty-four (24) hour period; the MDOC, in an emergency situation, can waive this requirement when the circumstances are beyond the control of the Contractor;
- p. Assurance that guard(s) comply with the MDOC restrictions regarding contact with any inmate, any member of the inmate's family, or any of the inmate's friends, on-site or off, except in a manner that supports this Contract;
- q. Assurance that all guard(s) will abide by all State and/or MDOC policies, procedures, ordinances, and/or laws pertaining to the MDOC's operation at all times, including, but not limited to, the items listed below. Deviations from

these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination:

- i. Contractor personnel is prohibited from smoking except in designated smoking areas.
- ii. Possession of any illegal drug or alcoholic beverage while on state property. Contractor personnel shall not consume any illegal or illegally obtained drug or alcoholic beverage while on duty.
- iii. Contractor's personnel should refrain from using foul, abusive, or profane language on state property.
- iv. Contractor's personnel shall not flirt or fraternize with MDOC personnel, inmates or any visitor at the MDOC.
- v. Contractor's personnel shall not solicit or otherwise interfere with the work of the MDOC employees.
- vi. Contractor's personnel shall not engage in personal activities (such as, but not limited to texting, personal phone calls, reading magazines, etc.) while on the job, and shall comply with the MDOC's restrictions regarding visitation with friends, family members, or acquaintances while on the job.
- vii. The MDOC reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on state property.
- viii. Contractor personnel are required to sign-in and sign-out. Security provisions must be strictly observed.
- ix. Contractor personnel may be required to provide photographic identification for inspection upon entering state property. Contractor identification badges, personal identification of the individual employee, and/or visitor badges shall be worn and clearly visible while on state property.

1.22.18 Contractor shall accurately describe the job duties required to its security guard personnel and supervisors(s);

1.22.19 Contractor shall perform all services provided in this Contract between the Contractor and the MDOC in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, rules, regulations, MDOC policies and procedures.

1.22.20 The Contractor shall also:

- i. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;
- ii. Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required;
- iii. Ensure that all security personnel receive and pass a drug test prior to hire and provide copies of all personnel drug test as required by the MDOC (test must show that security guards are drug free);
- iv. Conduct periodic drug testing of security personnel at the Contractor's expense throughout the year at a minimum of twice per year and provide copies of the results as required by the MDOC;

- v. Provide CPR-certified guards and a copy of the appropriate certification as required by the MDOC;
- vi. Employ only qualified personnel who are proficient in performing assigned tasks, are drug-free, and proficient in the English language;
- vii. Provide a copy of current license as applicable, for each contract armed security guard worker assigned to the MDOC prior to or upon clocking in for a scheduled shift;
- viii. Perform a background check and/or drug screening prior to hire and, if requested, verify and/or provide the results to the MDOC;
- ix. Arrange for the MDOC to interview a potential new security guard worker, at the Contractor's expense, for a period of up to one (1) hour; and,
- x. Arrange for contract security guard workers to attend MDOC orientation, not to exceed two (2) hours, prior to beginning first assignment, if requested by the MDOC.

For questions regarding this quote, please contact Crystal T. Henry, Ph.D., procurement@mdoc.ms.state.us or (601) 359-5224.

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

1. **APPLICABLE LAW:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. **APPROVAL:** It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. **COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY:** Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. **COMPLIANCE WITH LAWS:** Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
6. **E-PAYMENT:** Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies” laws which generally provides for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

7. **E-VERIFICATION:** If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets employment eligibility requirements of all immigration laws.

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

8. **NO LIMITATION OF LIABILITY:** Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.
9. **CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** By executing the contract, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
10. **PAYMODE:** Payments by MDOC using the State's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
11. **PROCUREMENT REGULATIONS:** This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

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

Contractor shall incur no further obligations in connection with terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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