

**REQUEST FOR PROPOSALS MEDICAL RESIDENT MENTAL HEALTH SERVICES AT HINDS COUNTY DETENTION CENTERS, INCLUDING HENLEY YOUNG PATTEN JUVENILE JUSTICE CENTER (RFP)**

**HINDS COUNTY, MISSISSIPPI (the “County) is seeking proposals for a licensed health care provider to perform medical services for residents (“residents”) of the Hinds County Correctional Facilities for July 1, 2024 through June 30, 2027.**

**Hinds County Board of Supervisors**

**Hinds County Inmate Health Care Services Response Due**

**Monday, June 3, 2024 by 5:00 PM CDT.**

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## LEGAL PUBLICATION

### STATE OF MISSISSIPPI COUNTY OF HINDS

**Bids will be received by Hinds County Board of Supervisors, Bid #-Inmate Medical, for Residents Medical Services for a licensed health care provider to perform medical services for residents (“residents”) of the Hinds County Correctional Facilities for July 1, 2024 through June 30, 2027.**

You are invited to submit a proposal in accordance with this request to the Hinds County Board of Supervisors, 316 South President Street OR Post Office Box 686, Jackson, Mississippi 39205-0686, **no later than 5:00 PM on June 3, 2024. Attn: Tony Gaylor, Board Attorney.**

**A Pre-Bid Conference will be held on Wednesday, May 15, 2024 at 1:00 PM CDT, at the Hinds County Board of Supervisors, Board Room, 316 South President Street, Jackson, MS 39201 for all Vendors/Suppliers to obtain additional information and get responses to any questions regarding the bid specifications and process. Although the Pre-Bid Conference is not mandatory, the pre-bid would be beneficial to all Vendors/Suppliers.**

Responses to this RFP must not be more than 30 pages in length and submitted in an electronic format or may be hand delivered to the attention of Tony Gaylor, Board Attorney. The complete Request For Proposals (RFP) information packet, including submittal instructions may be obtained [www.hindscountymms.com](http://www.hindscountymms.com).

**The County requires the proposer (“Proposer(s)”) to sign and return the entire Request for Proposal (“RFP”) document and submit their proposal by no later than Monday, June 3, 2024 by 5:00pm CDT**

**Questions on RFP:** Proposers should submit any questions regarding the RFP via e-mail directly to the, Hinds County Board Attorney Tony R. Gaylor at [tgaylor@co.hinds.ms.us](mailto:tgaylor@co.hinds.ms.us).

The Hinds County Board of Supervisors: Any proposals and Specification Response Package submitted by any Vendors/Suppliers, which fails to conform to the essential requirements of the specifications, will be rejected. In discretionary cases, the Hinds County Board of Supervisors shall be the determining factor in whether specifications are met. Specification Response Packages must be answered completely. Any individual duly authorized to bind the bidder must sign or acknowledge electronically, (when permitted) each Specification Response Package.

The Hinds County Board of Supervisors reserves the right to reject all bids. The Hinds County Board of Supervisors reserves the right to accept bids based on the total evaluated bid. The Contract will be awarded to the responsible bidder submitting the lowest and the best-evaluated bid complying with the specifications.

Eddie Jean Carr, Chancery Clerk

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## **1.0 GENERAL INFORMATION**

**1.1** Hinds County (the “County”) is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.

**1.2** In addition to these nondiscrimination compliance requirements, the contractor ultimately awarded the contract shall comply with federal, state and local laws, statutes, regulations and ordinances relative to the execution of the services. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits, fees, taxes, and similar subjects.

**1.3** All submitted proposals and evaluation materials become public information and may be reviewed by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the County and the selected Proposer.

**1.4** By electing to participate in this RFP process, the Proposer agrees not to make a public records request for any documents or information submitted by any other proposer who responds to this RFP, and to the extent allowed by law, waives its right to make such a request until contract execution is complete.

**1.5** The County reserves the right to reject any or all proposals that are deemed not responsive to its needs or this RFP.

**1.6** If it becomes necessary to revise any part of this RFP, addenda may be created and distributed to all known potential Proposers providing an accurate e-mail address.

**1.7** The County is not liable for any cost incurred by the Proposer in responding to this RFP or during the RFP review process.

**1.8** A contract may be negotiated with the Proposer whose proposal, all factors considered, would be most advantageous in the opinion of the County.

**1.9** The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection. At the County’s discretion, specific provisions may be subject to further negotiation. If contract negotiations ensue, no language changes will be accepted to the County’s standard terms which are identified in Section 8.0 “Terms and Conditions” of this RFP.

**1.10** A response from a Proposer which indicates that any of the information requested by the County in this RFP will be provided only if the Proposer is selected as the apparently successful Proposer is not acceptable, and, at the County’s sole discretion, such response may disqualify the proposal from consideration.

**1.11** It is understood that the Board of Supervisors of Hinds County reserves the right to reject any and/or all qualifications and to waive irregularities and informalities and to accept the proposal that,

in the opinion of the County, is in the best interest of the County. Any contract awarded pursuant to this RFP will only be entered into with a responsible Proposer, found to be satisfactory by the County, qualified by experience, and in a secure financial position to do the work specified.

**1.12 Examination of RFP Document:** Prior to submitting a proposal, each Proposer shall carefully examine the RFP documents, study and thoroughly familiarize themselves with the scope of work and all requirements thereof and notify the Owner of any and all conflicts, errors, or discrepancies. The proposal shall remain firm for no less than one hundred-twenty (120) calendar days from the date of proposal. The Proposer's business name and solicitation number shall be included on specification documents, descriptive documents, or any additional documents that are submitted with the proposal.

**1.13 Questions:** Submit any written questions to the attention of Tony Gaylor, Hinds County Board Attorney, at [tgaylor@cglawpartners.com](mailto:tgaylor@cglawpartners.com). All questions related to this Request for Proposals must be uploaded and clearly identify the name and the Company. All questions will be accepted and responses will be posted on the Hinds County website so all suppliers will see the questions and answers. Potential proposers are not permitted to contact Hinds County employees outside of the Procurement Department during this RFP process. Failure to do so may result in rejection of the proposal. Questions will be answered during the Prebid conference and all questions will be answered and posted in the form of an Addendum. If it becomes necessary to revise any part of this RFP, revisions will be made in writing in the form of an addendum. All addendums will be posted on the the Hinds County Procurement website. Verbal information obtained otherwise will not be considered in the awarding of the RFP.

**1.14 Licenses:** All Proposers must be properly licensed to do business in the State of Mississippi and must comply with the laws and regulations governing healthcare providers of this nature in the State of Mississippi. Proposers that fail to comply with this requirement may subject their proposal to being rejected as non-responsive.

**1.15 Evaluation and Award:** Hinds County reserves the right to reject any or all proposals and further reserves the right to waive technicalities and informalities in proposals, as well as, to accept in whole or in part such proposal or proposals where it deems it suitable in protection of the best interest of the County. The County shall be the sole judge as to whether proposals submitted meet all requirements contained in this procurement.

Hinds County may elect to award to one proposer, or make multiple awards, as deemed in the County's best interest. This procurement does not commit Hinds County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods of services

listed herein. Costs associated with proposal preparation, oral interviews, and/or presentations shall be the sole responsibility of the Proposer. Hinds County **will not** reimburse for costs associated with interviews or presentations.

Whether or not discussions or negotiations are held, contract award will be made to the Proposer whose proposal is deemed most advantageous to the County, considering all evaluations factors. Hinds County shall be the sole judge of this determination; therefore, contract award may be made to other than the lowest priced Proposer. A copy of the firm's proposal may be attached to the contract; however, in the event of any ambiguity with any attachments, the County's contract and Procurement Regulation will prevail.

**1.16 Independent Contractor Status:** The contractor shall not (by entering into a contract) become a servant, agent, or employee of Hinds County, but shall remain at all times an independent contractor to the County. The contract resulting from this RFP shall not be deemed to create any joint venture, partnership, or common enterprise between the Contractor and Hinds County, and the rights and obligations of the parties shall not be other than as expressly set forth.

**1.17 Liability Coverage:** The successful Proposer shall provide proof of all required insurance(s), including worker's compensation, premises, liability and general liability. Worker's compensation shall include a minimum limit of \$100,000 per accident and commercial general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and vehicles, used in premises/operations. Medical Malpractice Insurance for the organization and all appropriate staff of not less than \$1,000,000 per incident and \$5,000,000 aggregate. Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract. The County of Hinds shall be named as an additional insured on all liability policies. The County of Hinds must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance. Claims made policies are not acceptable for any required insurance coverages.

**1.18 Grievance:** Any actual or prospective Proposer who is aggrieved in connection with this procurement, or the award of a contract resulting from this procurement, may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements.

**1.19 Freedom of Information Statement:** Procurement information shall be a public record to the extent required by the Mississippi Code, with the exception that commercial or financial information obtained in response to a "Request for Proposals (RFP)" which is privileged and confidential if so designated by the Proposer shall be protected from disclosure. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

**1.20 Legal Statement:** Proposers to this RFP must disclose involvement in any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than employment issues or contracts not related to your professional work. Explain the issues in these cases (or the fact that there are none) as part of your submittal.

## **2.0 GENERAL DESCRIPTION AND STATEMENT OF PURPOSE.**

The County is constitutionally responsible for the provision of adequate healthcare to all residents housed within its detention facilities. The County will be accepting proposals for the provision of health care services, health care personnel and program support services to the resident population of its detention facilities (the "Facilities").

The successful Proposer shall be the sole supplier and/or coordinator of the health care delivery system at the Facilities. The Proposer shall be responsible for all medical care for all residents at the Facilities. The term "Medical Care" is defined as "Mental Health Services." The responsibility of the Proposer for the medical care of any resident commences with the commitment of the resident to the custody of the Facilities and ends with the release of the resident.

The intent of the RFP is to solicit qualifications and proposals for the selection of an experienced correctional healthcare provider to provide medical services to residents, utilizing industry best practices. Except as otherwise specifically provided for herein (e.g., on-call telephone consultations, tele-med psych), all health care services are to be conducted from the Facilities or via Tele-Medicine in accordance with specifications detailed elsewhere in this solicitation.

## **3.0 BACKGROUND:**

The County is the largest County in the State of Mississippi governed by a five-member Board of Supervisors with a population of approximately 231,840 people.

### **3.1 Hinds County Detention Facilities:**

The Hinds County Detention Centers currently house approximately four hundred thirty-six (700) residents among the detention facilities operated by the County. The winning proposer will need to provide immunizations and all manner of healthcare and mental health care for the residents. The average length of stay for the residents is 1.2 years. The four facilities operated by the County are as follows:

#### **Raymond Detention Center**

The Raymond Detention Center ("RDC") is located at 1450 County Farm Road, Raymond, Mississippi 39514. The RDC houses adult male and female residents. The approximate current RDC population is 500 adult residents. This number will fluctuate over time depending on the processing of residents. The residents require healthcare for various ailments. Several of the residents are taking psychotropic medicine for mental conditions.

## **Hinds County Work Center**

The Hinds County Work Center (the “Work Center”) is located at 1447 County Farm Road, Raymond, MS 39514. The Work Center houses male and female residents. The approximate current Work Center population is one hundred-eighteen (100). The number will fluctuate over time depending on the processing of residents. The residents require healthcare for various ailments as well as mental health counseling.

## **Henley Young Patten Juvenile Justice Center**

The Henley Young Juvenile Justice Center (the “Justice Center”) is located at 940 East McDowell Road, Jackson, MS 39204. The Justice Center houses male and female residents. The approximate current Justice Center population is twenty (40). The average length of stay for juveniles not charged as adults is approximately fourteen (20) days. The number of residents and lengths of stay will fluctuate over time depending on the processing of residents. The residents require healthcare as well as mental health counseling.

### **4.0 SCOPE OF WORK**

The Proposer who is selected to provide the services described in this RFP (hereinafter “Provider”) should be the sole supplier and/or coordinator of the Inmate Health Care Services Delivery System at the aforementioned Hinds County Detention Center (the “Facilities”). The Provider shall be responsible for all medical care for all inmates at the Facilities. The term "medical care" is defined as both "mental healthcare services". This responsibility of the Provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Facilities and ends with the discharge (or temporary release) of the inmate from the custody of Hinds County.

Inmates held in the Facilities for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, and all off-site medically related consultations and procedures will be billed back to the originating agency, either by the County, the actual community agency providing the care, or by the Provider.

### **5.0 MINIMUM QUALIFICATIONS:**

Hinds County requires that any Proposer meet the following minimum qualifications. Failure to meet each of these qualifications may result in the Proposer's offer being deemed nonresponsive.

1. The Proposer must be organized and exist for the primary purpose of providing health care services and employ medical professionals, with experience in the provision of healthcare services to individuals determined by correctional facilities.
2. The Proposer must carry all insurances as required herein. This insurance must cover the Proposer organization and all of its employees, and Proposer must provide proof of the same level of coverage for all sub-contractors used. A certificate of insurance naming Hinds

County, MS as additionally insured must be submitted prior to execution of any contract. A sample certificate showing actual coverage limits must be submitted with the proposal.

3. The Proposer must demonstrate its ability to provide a health care system for any prior (or present) similar facility. It must be able to demonstrate the ability to start-up and commence services by in Sixty (60) - Ninety (90) days, and that it has a proven system of recruiting all necessary staff and adequate support staff in its central office capable of competently supervising and monitoring its operation.

**6.0 STANDARDS:** The Provider will operate under the following standards with regard to the contracted program, unless other terms are agreed-to, in writing, by each of the parties.

1. Health care services must be provided in substantial compliance with the *Standards for Health Services in Facilities (Facilities Health Standards)*, 2014 Edition, published by the National Commission on Correctional Health Care (NCCHC).
2. Provider must recruit, interview, hire, train, and supervise all health care staff and such health care staff must be adequate to meet all conditions, requirements, and specifications as set forth in this RFP. All medical staff providing services under this contract must be licensed to practice in the State of Mississippi.
3. Provider shall review the Receiving Screening form that is completed by officers on all new commitments to the Facilities within twenty-four (24) hours of arrival at the receiving facility. Such review shall be conducted by a licensed medical professional. A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate. The Receiving Screening should include all elements covered by Standard J-30 of the *Standards for Health Services in Facilities*, 2014 Edition, published by the National Commission on Correctional Health Care (NCCHC).
4. Provider shall perform a comprehensive Health Assessment on any inmate within fourteen (14) calendar days of the arrival of the inmate at the Facilities and an annual Health Assessments for inmates housed more than a year. Such assessment shall be performed by a qualified medical professional. Subsequent to the comprehensive Health Assessment, healthcare services may be delivered via Telemedicine as deemed appropriate by the healthcare provider.
5. Medical personnel shall be stationed seven (7) days per week, twenty-four (24) hours per day within the booking intake section of the Facilities and shall provide emergent care to inmates at intake and screen all inmates prior to being assigned to a housing unit.
6. Provider shall identify the need, schedule, and coordinate all emergency and non-emergency medical care rendered to inmates inside or outside the Facilities, and pay for such care unless limited as to payment responsibility (See Preferred Approach Requirement 9).
7. Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Facilities, and pay for such care unless limited as to payment responsibilities (See Preferred Approach Requirement 9). This shall include all institutional charges, physician charges, and any and all additional charges for medical care. This also includes

responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

8. Provider shall identify the need, schedule, and coordinate all physician services rendered to inmates inside or outside the Facilities, and pay for such care unless limited as to payment responsibility (See Preferred Approach Requirement 9). At a minimum, Provider shall identify a "responsible physician" who shall conduct sick call and generally provide such care as is available in the community. The "responsible physician" or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergency situations.
9. Provider shall identify the need, schedule, and coordinate all supporting diagnostic examinations, both inside and outside the Facilities, and pay for such care unless limited as to payment responsibility (See Preferred Approach Requirement 9). This includes laboratory testing procedures.
10. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
11. Provider shall identify the need, schedule, and coordinate mental health services rendered to inmates inside the Facilities, and pay for such care unless limited as to payment responsibility (See Preferred Approach Requirement 9). **The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the provider's responsibility.**
12. Provider shall provide a total pharmaceutical system for the Facilities beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered, unless limited as to payment responsibility. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles, and surgical instruments will be stored under security conditions acceptable to the Facilities.
13. Provider shall provide and pay for all equipment and supplies or specify otherwise (See Preferred Approach Requirement 9) that are used in the health care delivery system being proposed for the Hinds County Detention Centers.
14. Provider shall maintain complete and accurate medical records separate from the Facilities confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of an inmate is at issue, Provider shall provide the Sheriff or County Official with access to such records and, upon request, provide copies.
15. Provider shall provide a consultation service to the Sheriff, Director of Detention, or County Official on any and all aspects of the health care delivery system at the Facilities, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, and on any other matter relating to this contract upon which Hinds County seeks the advice and counsel of the Provider.

### **III. Preferred Approach Requirements:**

All proposals must contain the following information:

1. Proposals must contain sufficient information concerning the Inmate Health Care Program that the County representatives may evaluate whether or not the Proposer meets "Minimum Qualifications for All Proposers". Proposers who do not meet these minimum qualifications will not be considered.
2. Proposers must provide a list of any correctional institutions of detainee/inmate populations where the proposer is currently providing health care services to detainee/inmates and administering a correctional health program if applicable. This list must include the facility's: name, address, contact person, contract phone number name and the length of time each contract has been in effect. This list may be used as a source of references for the Proposer.
3. Proposers shall identify their relevant experience in the State of Mississippi if applicable. This includes experience with state licensing boards and the Mississippi Department of Health and Environmental Control.
4. Proposals must provide a detailed explanation of how medical care for inmates at the Facilities will be delivered.
5. By submitting a response to this RFP, Proposers agree that the policies and procedures for the medical program have been developed by the Proposer and are based on the standards developed by the National Commission on Correctional Health Care (NCCHC).
6. All proposals must contain a full and complete staffing plan with a statement as to the staff positions and titles, and the number of actual hours per week to be worked on-site at the Facilities. Proposal must indicate how temporary vacancy will be handled, whether each scheduled shift will be worked during such vacancy and include resultant credit calculation.
7. All proposals must contain a specific annualized price for a base population of up to 850 detainees/inmates for all medical care rendered under the resulting contract (taking into account all requirements of this RFP). The Proposer may state one annualized price for the first year of the contract (and monthly price) and another annualized price (or price escalation factor) for subsequent year(s). Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.
8. Each proposal shall describe how billing to Hinds County will be handled, and the expected terms for payments by the County to the Proposer.
9. In an effort to reduce costs to both the County and Provider, the responsibility for the costs of medical care in certain areas may be shared. Proposals must clearly state the limits of responsibility of the County and Provider. Information should include a clear description of the cost, any terms of the responsibility, and to whom the responsibility is assigned. **Any cost that is not assigned will be assumed a service included in the base price of the contract and therefore no additional cost to the County.**

#### **IV. Alternate Approach Consideration:**

To be eligible to submit any alternate proposal specifics, proposer **MUST** submit a proposal based on the Preferred Approach Requirements above. Alternate approach information must be clearly identified.

#### **V. RFP Response Requirements:**

Your submission **MUST** include in the following order:

- Cover Letter to include:
  - Company or corporation name, street and mailing addresses, the responsible officer(s) of the firm. Indicate the type of company (i.e. Sole Proprietor, Corporation, Limited Liability Corporation, Partnership etc.)
  - Names of all owners and/or corporate officers.
  - Identify contact person and provide telephone, fax, email address.
  - Date and state of incorporation (if applicable).
  - Signature of company officer(s) authorized to obligate the firm.
  - Financial Stability Statement
  - Legal/ Pending Litigation Statement
- Minimum Qualifications Assurance Statement
  - Explanation of how proposer meets each of the identified Minimum Qualifications section under the Scope of Work above.
- Proposed Solution with Pricing
  - Cost Assignments (as described in the Scope; Preferred Approach; Paragraph 9;)
  - Copies of all required licenses
  - Sample Insurance Certificates with actual coverage limits
- Required Forms
  - Non-collusion Affidavit
  - Acknowledgement of Addenda (even if none, submit form)
  - IRS W-9 Form

The County does not desire voluminous submissions; therefore, please limit your presentation to only essential information. By submitting a proposal, your firm agrees to the terms and conditions stated herein unless explicitly stated otherwise in your response to this RFP.

**Required Form**

**E. NON-COLLUSION AFFIDAVIT  
(This Affidavit is Part of the Proposal)**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ )  
being first duly sworn, deposes and says that he/she is

\_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_

the party making the foregoing Proposal that such Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed directly or indirectly, with any Proposer or person to put in a sham Proposal, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication of conference, with any person, to fix the proposal price of affiant or any other Proposer, or to fix any overhead, profit or cost element of said proposal price, or that of any other Proposer to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal are true; and further, that such Proposer has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Proposer)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Notary Public in and for

My commission expires: \_\_\_\_\_, 20\_\_\_\_\_.

**Required Form**

**F. ACKNOWLEDGEMENT OF ADDENDA**

**Proposer hereby acknowledges receipt of all Addenda through and including:**

**Addendum No.** \_\_\_\_\_, **dated** \_\_\_\_\_.

**Addendum No.** \_\_\_\_\_, **dated** \_\_\_\_\_.

**Addendum No.** \_\_\_\_\_, **dated** \_\_\_\_\_.

**Addendum No.** \_\_\_\_\_, **dated** \_\_\_\_\_.

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

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

**Compliance with EEOC and other State and Federal Laws:** To the extent set forth in the respective statutes, **Provider** shall comply with the provisions of:

**1.6.1. Title VII of the Civil Rights Act of 1964;**

**1.6.2. Age Discrimination in Employment Act of 1967;**

**1.6.3. Title I of the Americans with Disabilities Act of 1990;**

**1.6.4. Equal Pay Act of 1963;**

**1.6.5. Fair Labor Standards Act of 1938;**

**1.6.6. Immigration Reform and Control Act of 1986;**

**1.6.7. Mississippi Payment of Wages Act, S.C. Code §§ 41-10-10 *et seq.*;**

**1.6.8 Mississippi Worker's Compensation Act, S.C. Code §§ 42-1-10 *et seq.*;**

**1.6.9 Mississippi Illegal Immigration Reform Act, including without limitation**

**Chapters: 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws;**

**1.6.10 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the Mississippi Act 190 of 2008; Financial and Identity Theft Protection Act; and the Hinds County Privacy / Identity Theft Policy.**

1. **GENERAL TERMS OF CONTRACT:** By entering into this Contract, **Provider** affirmatively warrants that **Provider** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Provider** shall remain in compliance therewith.
2. **SCOPE OF SERVICES:**
  - 2.1. **Provider** shall perform those tasks set forth in Exhibit A, attached hereto and incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit A shall conflict with any of the terms of this Contract, then such term as set forth on Exhibit A shall not bind **County**.
  - 2.2. All services to be performed by **Provider** under this Contract shall be performed within the term set forth on Exhibit A, not to exceed five (5) years.
3. **PAYMENT FOR SERVICES:**
  - 3.1. The costs of services are set forth in Exhibit "B" of this Contract. The total projected cost of **\$ Bid Amount to be submitted with the Response**, shall be a guaranteed maximum price (GMP) for the services to be provided. **Provider's** invoice to County will be on a basis of net 30 days after receipt by **County** of invoice.
  - 3.2. Services not included in the Scope of Services constitute additional charges to **County**, at rates and intervals to be agreed upon between **County** and **Provider** in a written Amendment executed by both parties prior to the performance of such services.
4. **WARRANTIES OF PROVIDER AND COUNTY:**
  - 4.1. **County warrants that:**
    - 4.1.1. **County** has the lawful authority required under State law and **County's** Ordinances to enter into and perform this Contract.
    - 4.1.2. **County** shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

#### **4.2. Provider warrants that Provider has:**

- 4.2.1. All necessary licenses and consents required for **Provider** to enter into and fully perform the Scope of Services set forth on Exhibit A and is in good standing in the State of Mississippi.
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **County's** Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract): Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. The **County** shall be named as an additional insured on all liability policies. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.
- 4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Provider**.

#### **4.3.0 Provider warrants that Provider shall throughout the term of this Contract:**

- 4.3.1. Perform all tasks required under the Scope of Services with a degree of skill and care of reputable members of the same profession in Mississippi.
- 4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein.
- 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Provider** to third parties or employees, agents, or sub-contractors of **Provider**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4. Ensure that any third party, employee, agent, or sub-contractor of **Provider** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract.
- 4.3.5. Comply with all lawful demands made pursuant to the Mississippi Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552.
- 4.3.6 Make no offer of employment to any **County** employee for a period of two (2) years after the termination of this Contract.

#### **5. Ownership:**

Unless otherwise agreed between **County** and **Provider**, and approved by County's attorney:

- 5.1 All plans, reports, surveys, and other professional work product of **Provider** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract.

**5.2.** All materials supplied or loaned by **County** to **Provider** during the term of this Contract shall remain the property of **County**.

**5.3.** All intellectual property provided to **County** by **Provider** and originating from this Contract shall become and remain the property of **County**, and **Provider** shall not, without the written consent and license from **County**, use such intellectual property for another commercial purpose;

**5.4.** **County** shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Provider** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

## **6.0 EARLY TERMINATION OF CONTRACT:**

**County** and **Provider** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter **County** shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event **Provider** exercises its right to terminate this Contract, **Provider** will not cease services for a reasonable period of time not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another provider.

## **6.1 INDEPENDENT CONTRACTOR STATUS:**

**Provider** shall not (by entering into this Contract) become a servant, agent, or employee of **County**, but shall remain at all times an independent contractor to **County**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Provider** and **County**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

## **6.2 NOTICES TO PARTIES:**

All notices to each party to this Contract, except routine notices of performance of the Scope of Services during the Contract term, shall be in writing, and sent as follows:

**Tony Gaylor, Esq.**  
**Hinds County Board Attorney**  
**316 S. President Street**  
**Jackson, MS 39201**  
**(601) 968-6797**

**John Hall, Esq.**  
**Hinds County Sheriff's Office**  
**P.O. Box 1452**  
**Jackson, MS 39215**  
**(601) 974-2900**

## **7.0 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:**

The Provider will indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the Provider, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the County or any of their agents or employees by an employee of the Provider, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Provider under the

workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the Provider under this paragraph shall not extend to the liability of the County or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the Provider.

**8.0 ASSIGNMENT:**

Provider shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the Lessor. If Provider assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, County, in its sole discretion, may declare this entire Contract null and void.

**IN WITNESS WHEREOF**, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

**Provider:**

By (signature): \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

**Hinds County:**

By: (signature): \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_