

REQUEST FOR QUOTES
FIRE PROTECTION INSPECTION, TESTING AND MAINTENANCE
for
MARSHALL COUNTY CORRECTIONAL FACILITY

Mississippi Department of Corrections (MDOC) is requesting vendors to submit quotes for fire protection inspections, testing and maintenance services for the Marshall County Corrections Facility (MCCF) for on/about February 14, 2025 – February 13, 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 February 6th at 2 p.m. 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 Henry, procurement@mdoc.state.ms.us with Subject Line: Fire Inspection Services Quote or mailed to the following:

Mississippi Department of Corrections
ATTN: Fire Inspection 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 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 MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

E-VERIFICATION: If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy

of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

- 1.10 EXPENSES INCURRED 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 time 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 MDOC 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 represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 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 [Agency] 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 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.

1.21 SERVICE LOCATION

Marshall County Correctional Facility

833 West Street

Holly Springs, MS 38635

1.22 SCOPE OF SERVICE

1.22.1 – Scope of Service for Wet Sprinkler System: Contractor shall:

- a. Perform the water supply test in accordance with the rules under which the Installation is installed, to verify that the system valves are not closed, by performing the main drain test and record the results.
- b. Operate the alarm valve by opening the inspectors test or by other appropriate means.
- c. Operate local alarms to ensure proper operation.
- d. Restore systems to original operation after fully testing and re-commission system by attaching the appropriate test tag.
- e. Operate and check to ensure that Y-PIV, OS&Y, W-PIV, and roadway type isolating valves are fully open or closed as required.
- f. Visually check exterior condition of exposed piping, drain valves, check valves, pressure gauges and strainers.

- g. Perform hydrostatic testing in three (3) and/or five (5)-year intervals and re-rack hand hoses after annual inspections, if it exists.
- h. Forward copies of all final inspections to the approving authority having jurisdiction as required by state law. Provide one copy of the final inspection to the owner for future reference and maintain one copy of the final inspection for renewal scheduling.

1.22.2- Scope of Service for Private Hydrants: Contractor shall:

- a. Flush each private fire hydrant for sixty (60) seconds or until water stream clears.
- b. Perform volume tests for each private hydrant if required by the local authority having jurisdiction.
- c. Perform annual underground flow test as required by the local authority having jurisdiction.
- d. Lubricate hydrants as needed to ensure that all caps, plugs, and threads are in proper operating condition.

1.22.3- Scope of Service for Fire Alarm Inspections: Contract shall:

- a. Test and document all fire alarm devices per manufacturer's approved methods.
- b. Provide quarterly testing for tampers, flow switches, and fire pump signals.
- c. Perform full load test on all emergency back-up batteries associated with the fire alarm system annually.
- d. Test duct detectors, heat detectors, smoke detectors and manual pull stations annually.
- e. Properly recommission and tag the fire alarm control panel upon completion of annual testing.

1.22.4 – Scope of Work for Annual and Semi-Annual Kitchen Head Inspections:

Contractor shall:

- a. Perform service of existing bottle and verify verification dates are current.
- b. Perform function test of cable and gas valves to verify proper operation.
- c. Provide and install new fusible links as part of each inspection.
- d. Verify that existing K-Class extinguished and hood have been maintained properly.
- e. Visually verify proper coverage of existing suppression nozzles.
- f. Perform visual inspection of all associated kitchen hood components for damage or defect.
- g. Provide report of inspections and all identified discrepancies after completed inspections.

1.22.5 – Scope of Work for Annual Maintenance for Portable Fire Extinguishers:

Contractor shall:

- a. Perform visual examination to detect obvious physical damage, corrosion or nozzle blockage to verify that the operating instructions are present, legible, and facing forward, and that all manufacturer data information is present and legible.
- b. Identify if six (6) year maintenance and hydrostatic testing is current and record due dates.
- c. Remove seal or tamper by operating the pull pin or locking device to ensure proper operation and install new listed seal or tamper upon completing the procedure.
- d. Perform all cylinder examination by removing all removable extinguisher boots, foot rings, and attachment.
- e. Recommission each extinguisher using an approved maintenance tag.

For questions regarding this quote, please contact Crystal T. Henry
procurement@mdoc.ms.state.us or (601) 359-5565.

**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 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.
3. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. **COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY:** Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. **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 “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

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 States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

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 Agency 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 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 through 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 work 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 the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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