

# **Bid Opening Non-Substantive Evaluation**

Name/Number of IFB: 316000712

Name of Vendor: UTHER MARTIN EVANGELISTIC Association

Date/Time Received: 01/22/2025 @ 11:45 a.m.

Date/Time of Bid Opening: 01/22/2025 @ 2 p·m.

Pass or Fail:

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | yes    |  |
| Is the bid cover sheet (Attachment A) included and filled out completely?  | No     | Missing Signature<br>didn't answer One<br>question                 |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | Did not acknowledge<br>Amendments I and 2                          |
| Are there at least three (3) legible references included on Attachment E?  | yes    |  |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | missing acknowledgment<br>#1; provided 2 copies<br>of Amendment #2 |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | Need to select an option   |
| Has bidder been in business<br>and providing services<br>similar in requirements and<br>scale for a minimum of one<br>(1) year?      | yes    |  |
| Is bidder qualified to do<br>business in Mississippi as<br>evidenced by registration<br>with the MS SOS?                             | yes    | pending submission of corrections by deadline                      |
| Is bidder responsive (paragraph 4.1.2.1 of IFB)?   | yes    |  |
| Is bidder responsible (paragraph 4.2 of IFB)?  | yes    | pending reference<br>Checks  |

### ATTACHMENT A

# **BID COVER SHEET**

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

# PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services

IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025 Mississippi MDOC of Corrections

Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3<sup>rd</sup> Floor

Jackson, Mississippi 39201 SEALED BID – DO NOT OPEN

| Name of Company: Luther Martin Evangelistic Association (Next Step Program) |  |
|---|--|
| Quoted By: Luther Martin  |  |
| Signature: 8 Martin   |  |
| Address: 114 Office Park Plaza, Suite 3                                     |  |
| City/State/Zip: Jackson Mississippi, 39206                                  |  |
| Telephone: 601-376-8747 / 601-502-3065                                      |  |
| Fax Number: 1-769-251-5711  |  |
| E-Mail Address: info@luthermartin.org                                       |  |

Page 22 of 52

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

| Luther Martin 601-502-3065   |
|--|
| In addition to providing the above contact information, please answer the following questions regarding your company:  |
| What year was your company started? 201 8  |
| How many years has the company been in business of performing the services called for in this IFB?  4.5  |
| Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.  114 Office Park Plaza, Suite 3, Jackson Mississippi 39206  Jackson Ms - principle place of business, State of Mississippi Incorpated |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC? N/A - all of our locations are based in Mississippi and will remain for endurance of contract if awarded.  |
| Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.  No  |
| Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and State law(s)? Yes  |
| List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.  State of Mississipp registered Non-profit  501(c) 3 Register Organization  |
| For how many customers has your company provided Transitional Housing Services in the past two years?  4.5 years   |

Page 23 of 52

### **ATTACHMENT B**

#### **BID FORM**

| Company                          | Contact Person | Telephone Number |
|----------------------------------|----------------|------------------|
| Luther Martin Evangelistic Asso. | Luther Martin  | 601-502-3065     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

120

18.95

\* \$830,010.00

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date             |
|------------------|------------------|
| One              | January 3, 2025  |
| Two              | January 17, 2025 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Luther Martin Evangelistic Association - Men of MORE

Page 25 of 52

| Printed Name of I | Representative: Luther | E. Martin |
|-------------------|------------------------|-----------|
| Date:             | 1-22-202               | 5         |
| Signature:        | Suce en                | ante      |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amenda         | nent 1 are required with your IFB. |
|--|------------------------------------|
| Receipt for Amendment #1 Acknowledged: (si | gnature) Toute & Mfunci            |
| Luther E. MARtin Name (Print)              | 1-21-2021                          |
| Name (Print)                               | Date                               |
| Luther Marken Evan Asso.                   | TRESident                          |
| Company                                    | Title                              |

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

| Along with a complete copy of its bid, bidder has submitted a second copy of the bid                |
|---|
| document in which all information bidder deems to be confidential commercial and financial          |
| information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith  |
| in order to prohibit public access to portions of the bid which are not subject to Mississippi Code |
| Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and             |
| agrees that The Mississippi Department of Corrections may release the redacted copy of the bid      |
| document at any time as a public record without further notice to bidder. A bidder who selects this |
| option but fails to submit a redacted copy of its bid may be deemed non-responsive.                 |
|   |

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

| Company Name:      | Luther Martin Evangelistic Association - Men of MORE        |
|--------------------|---|
| Printed Name of    | Representative: Lothon E. MARKEN                            |
| Date:              | 1 - 22 - 2025   |
| Signature:         | jute e Mante  |
| Note: Failure to s | ign this acknowledgement or making any modification to this |

acknowledgment may result in the bid being rejected as non-responsive.

Page 29 of 52

# ATTACHMENT A

#### **BID COVER SHEET**

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

### PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025 Mississippi MDOC of Corrections

Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3rd Floor

Jackson, Mississippi 39201 SEALED BID – DO NOT OPEN

| Name of Company:      | Luther Martin Evangelistic Association | (Next Step Program) |
|-----------------------|--|---------------------|
| Quoted By: Luther I   | Martin                                 |                     |
| Signature:            |  |                     |
| Address: 114 Office   | e Park Plaza, Suite 3                  |                     |
| City/State/Zip: Jacks | son Mississippi, 39206                 |                     |
| Telephone: 601-3      | 376-8747 / 601-502-3065                |                     |
| Fax Number:           |  |                     |
| E-Mail Address: in    | fo@luthermartin.org                    |                     |

Page 22 of 52

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

| Luther Martin 601-502-3065   |
|--|
| In addition to providing the above contact information, please answer the following questions regarding your company:  |
| What year was your company started? 2018   |
| How many years has the company been in business of performing the services called for in this IFB?  4.5  |
| Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.  114 Office Park Plaza, Suite 3, Jackson Mississippi 39206  Jackson Ms - principle place of business, State of Mississippi Incorpated |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC?  |
| Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional termsNo   |
|  |
| Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and State law(s)? Yes  |
| List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.  State of Mississipp registered Non-profit  501(c) 3 Register Organiztion   |
|  |
| For how many customers has your company provided Transitional Housing Services in the past two years? 4.5 years  |

Page 23 of 52

| -  | ustomer your company has provided Transitional Housing Services for in   |
|--|--|
| the past two years?  | Mississippi Department of Corrections  |
|  | c services which your company offers along with any specialized experience, education of your current staff. 1) Job Placement, |
|  | gement Training, 3) Drug Recovery, 4) CDL Training Opportunity   |
| Staff Certifications:  | Life Skills/Change Plan, Choice and Change, Employment Ability life skills   |
| enter a construction of the construction of th |  |
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Page 24 of 52

### ATTACHMENT B

#### **BID FORM**

| Company                          | Contact Person | Telephone Number |
|----------------------------------|----------------|------------------|
| Luther Martin Evangelistic Asso. | Luther Martin  | 601-502-3065     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

| Total Beds Currently Available (minimum is 10 beds)              |   | 120          |
|--|---|--------------|
| Maximum Rate Per Bed Per Day is \$20.00                          | X | 18.95*       |
| Bid calculation = Total Beds x Rate per Bed x 365                | = | \$830,010.00 |
| *Offerors may offer an amount less than \$20.00 per day per bed. |   |              |

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date |
|------------------|------|
|                  |      |
|                  |      |
|                  |      |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Luther Martin Evangelistic Association - Men of MORE

Page **25** of **52** 

| Printed Name of Rep   | resentative: LUMETE E. MARTIN                                     |
|-----------------------|---|
| Date:                 | 1/21/2025   |
| Signature:            | me & Marco  |
| Note: Failure to sign | the bid form may result in the bid being rejected as non-responsi |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

#### ATTACHMENT C

### **CERTIFICATIONS AND ASSURANCES**

| As an authorized signatory for          | Luther Martin Evangelistic Association                     |
|---|--|
| I make the following certifications and | assurances as a required element of the bid to which it is |
| attached and the understanding that the | truthfulness of the facts affirmed here and the continued  |
| compliance with these requirements are  | e conditions precedent to the award or continuation of the |
| related contract(s):                    |  |

### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it has not retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to

Page 27 of 52

those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name: Luther Martin Evangelistic Association |  |
|--|--|
| Title: President                             |  |
| Signature:                                   |  |
| Date:  |  |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

Page 28 of 52

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

| Company Name: Luther Martin Evangelistic Association - Men of MORE            |
|---|
| Printed Name of Representative: Lother F. Martin                              |
| Date: 1/21/25   |
| Signature:  |
| Note: Failure to sign this acknowledgement or making any modification to this |

**Note:** Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

Page 29 of 52

# ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1                                   |
|---|
| Name of Company: Vital Core Health Stratagies |
| Dates of Service: 2022-2024                   |
| Contact Person: Lula Hull                     |
| Address: 755 Woodlands PKWY                   |
| City/State/Zip: Ridgeland Mississippi 39157   |
| Telephone Number: 601-499-5778                |
| Cell Number: 601-480-0018                     |
| E-mail: LHull@vitalcorehs.com                 |
| Alternative Contact Person (optional):        |
| Telephone Number:                             |
| Cell Number:                                  |

Page **30** of **52** 

| E-mail:                    |  |            |
|----------------------------|--|------------|
| REFERENCE 2                |  |            |
| Name of Company:           | Hinds County Probation and Parole Office |            |
| Dates of Service:          | 2020-2025                                |            |
| Contact Person:            | Agent Joseph Moore                       |            |
| Address:                   | 421 W. Pascagoula St                     |            |
| City/State/Zip:            | Jackson Ms 39203                         |            |
| Telephone Number:          | 601-933-2887                             | <b>=</b> 5 |
| Celi Number:               | 601-927-3114                             |            |
| E-mail:                    | JosephMoore@mdoc.state.ms.us             |            |
| <b>Alternative Contact</b> | Person (optional):                       |            |
| Telephone Number:          |  |            |
| Cell Number:               |  |            |
| E-mail:                    |  | _          |
| REFERENCE 3                |  |            |
| Name of Company:           | Consolidated Catfish                     |            |
| Dates of Service:          | 2021-2025                                |            |
| Contact Person:            | Billy Boswell                            |            |
| Address: 229               | South St                                 |            |

Page **31** of **52** 

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| City/State/Zip: Isola Mississippi 38754               |
|---|
| Telephone Number: 1-800-228-3474                      |
| Cell Number: 662-721-8614                             |
| E-mail: Bboswell@deltapride.com                       |
| Alternative Contact Person (optional):                |
| Telephone Number:                                     |
| Cell Number:  |
| E-mail:   |
| REFERENCE 4   |
| Name of Company: Carroll County Correctional Facility |
| Dates of Service: 2023-2025                           |
| Contact Person: Ashley Kitchens                       |
| Address: 33714 MS HWY 35                              |
| City/State/Zip: Vaiden Mississippi 39176              |
| Telephone Number: 662-464-5209                        |

Page **32** of **52** 

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| Cell Number:                            |
|---|
| E-mail: akitchens@carrollcounty.ms      |
| Alternative Contact Person (optional):  |
| Telephone Number:                       |
| Cell Number:                            |
| E-mail:                                 |
| REFERENCE 5 Name of Company: McDonald's |
| Dates of Service: 2024-2025             |
| Contact Person: Francis King            |
| Address: 595 Beasley Rd                 |
| City/State/Zip: Jackson Ms 39203        |
| Telephone Number: 601-356-9422          |
| Cell Number: 601-813-7109               |
| E-mail: frances_k@att.net               |
| Alternative Contact Person (optional):  |

Page **33** of **52** 

| Telephone Number: |  |  |
|-------------------|--|--|
| Cell Number:      |  |  |
| E-mail:           |  |  |

# ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1            |   |
|------------------------|---|
| Name of Company:       | Central Mississippi Correctional Conter |
| Dates of Service:      | 2022 - 2025                             |
| Contact Person:        | Sonya Hand                              |
| Address:               | 3794 Ms Hwy 468                         |
| City/State/Zip:        | PEAR 1 N/S 39208                        |
| Telephone Number:      | 601-932 - 2880                          |
| Cell Number:           | 769-268-5297                            |
| E-mail:                | SP Hand @ MODE. State. MS.US            |
| Alternative Contact Po | erson (optional):                       |
| Telephone Number:      |   |
| Cell Number:           |   |

Page 30 of 52

# ATTACHMENT F

# **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

# TO BE COMPLETED BY MDOC STAFF ONLY

| Company Name.   |     |    |
|---|-----|----|
| Reference Name:   |     |    |
| Person Contacted, Title/Position:   |     |    |
| Date/Time Contacted:  |     |    |
| Service From/To Dates:  |     |    |
| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                      | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     | 2  |

Page **35** of **52** 

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |
|---|-------|------|--|
| Notes:  |       |      |  |
|   |       |      |  |
| Called by:  |       |      |  |
| Signature   | Title | Date |  |

Page **36** of **52** 

# ATTACHMENT I

# IFB RFx: 3160007102 IFB for Transitional Housing Services IFB Exception(s)

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

| Procurement Section and Page Number | Original Language | Requested Change/Exception | MDOC<br>Decision |
|-------------------------------------|-------------------|----------------------------|------------------|
| 1,                                  |                   | No Exceptions Taken        |                  |
| 2.                                  |                   |                            |                  |
| 3.                                  |                   |                            |                  |
| 4.                                  |                   |                            |                  |
| 5.                                  |                   |                            |                  |

Page **52** of **52** 

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| To inform the Prospective Bidders of the following.   |
|---|
| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transition Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1 of the IFB, as follows: |
| Anticipated Bid Package Submission DeadlineJanuary 22, 202  |
| Anticipated Bid Opening Date  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 202  |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to the change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.   |
| Signature and Submission of Amendment #2 are required with your proposal  |
| Receipt for Amendment #2 Acknowledged: (signature)  |
| Name (Print): Luther E. Martin Date: Jan 21,25  Company: Luther martin furny tiste Title: Posident  |
| Company: butter markin furny histie Title: 125 iden 7   |

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of      |
|---|
| its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional      |
| Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 |
| of the IFB, as follows:   |

| of the IFB, as follows:  |
|--|
| Anticipated Bid Package Submission DeadlineJanuary 22, 2025  |
| Anticipated Bid Opening DateJanuary 22, 2025   |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025  |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1. |
| Signature and Submission of Amendment #2 are required with your proposal.  |
|  |

| Signature and Submission of Amendment #2 are required with your proposal. |
|---|
|   |
| Receipt for Amendment #2 Acknowledged: (signature)                        |
| Name (Print): Lother E. MARtin Date: 1-21-2025                            |
| Name (Print): 6 MIARTIN Date: 1-21-2025                                   |
| Company: Luther MARLY EM ASSO (LMEA) Title: President                     |
| Company: Juther MARLY Em HSSO [ MEA] Title: MESICES F                     |



# "Make the one decision... to trust Christ"

601.376.8747 www.luthermartin.org

114 Office Park Plaza, Ste 3 Jackson, MS 39206

#### Overview of locations and services:

- We presently have five locations.
- Three in the Jackson area and two in the Mississippi Delta at Isola.
- We have two locations that house Sex-offenders

# **Martin House Apartments**

3352 Livingston Rd Jackson, Ms. Total of 8, 3-bedroom Apartments, a total of 44 beds 4 Apartments handicapped accessible

#### **Downtown Main**

124 E. South St Jackson Ms. 39201 50 Beds Handicapped Accessible

# **Floral St Campus Addiction Recovery**

5982 Floral Drive Jackson, Ms. 39206

#### **The Delta House**

136 Cole Lake RdIsola Ms.13 bedsSex Offenders Accepted

#### The Delta House 2

40 Easy Money Rd Isola Ms. 13 Beds Sex Offenders Accepted

Bringing people to Christ through the simple message of the Gospel.

### **Services Offered**

# Residency:

We offer a safe atmosphere with three daily meals.

# **Employment:**

- We offer employment and transportation too and forth.
- We presently staff three businesses that hire numbers.

# Training provided:

- Employment Readiness
- Financial Management Community Bank Outreach
- Christian Discipleship Classes
- Self Help Change Course

# **Drug Treatment:**

• We will offer a comprehensive program dealing with drug addiction located at our Floral Education Campus in Jackson Ms.

We will offer any of the other services requested in the IFB. We take no execeptions.

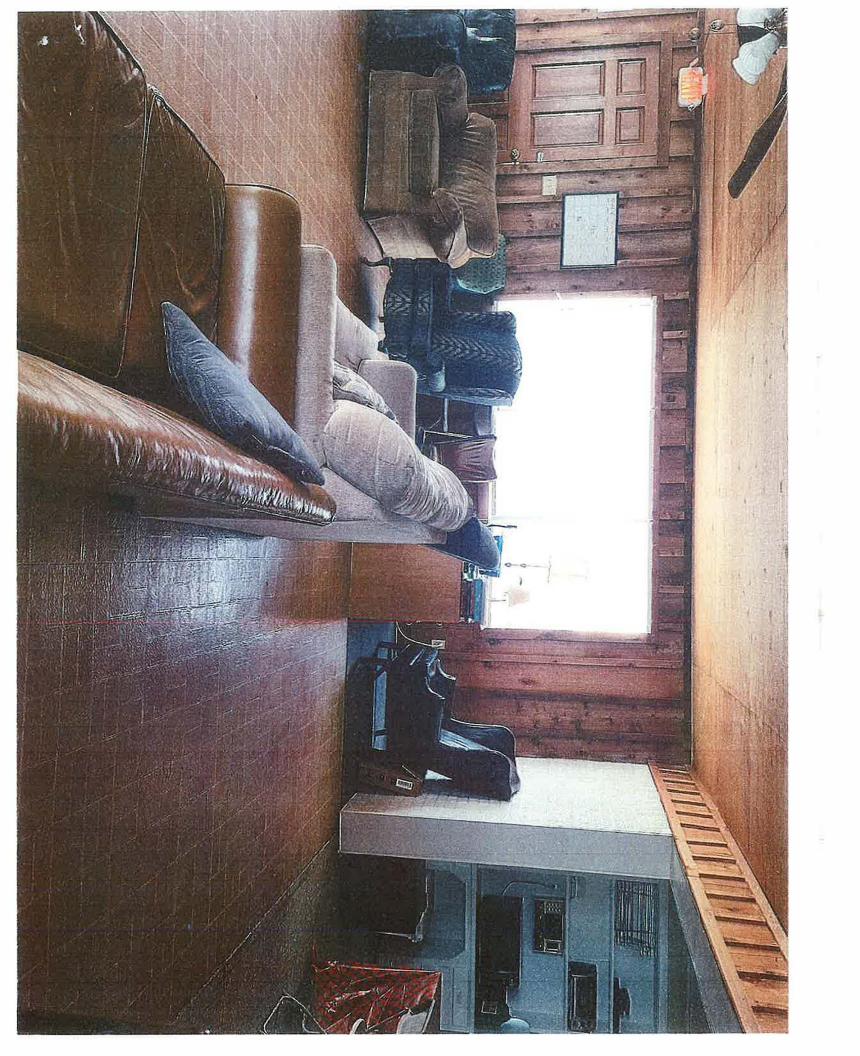
| Seyog  | x offenders of asy Money |          |   |   |  |  |
|--|--------------------------|----------|---|---|--|--|
|  |                          |          |   |   |  |  |
| in the state of th |                          |          |   |   |  |  |
| g <sup>2</sup>   | 98                       | <b>3</b> | 6 | × |  |  |

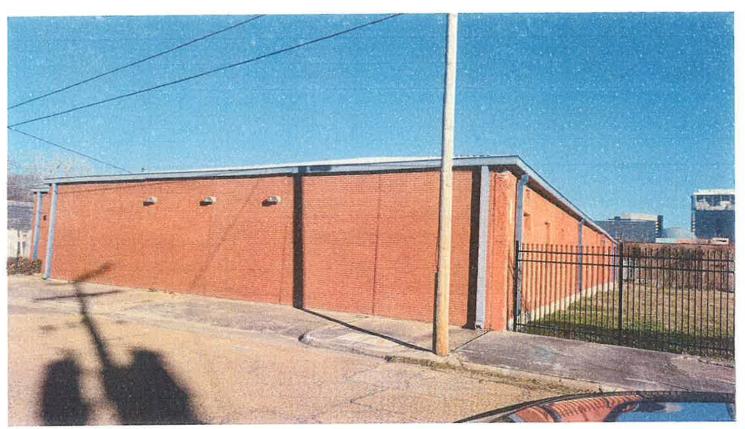


Sex offenders outepted 40 Easy Money Rd Belzoni MS 39038 Delta housed

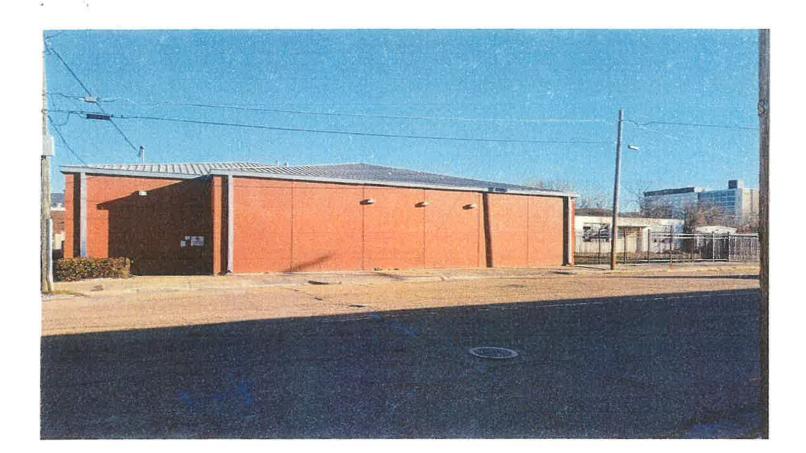


1936 We Lake hood Isola, us 38754 Sex Offenders accepted Delta house 1



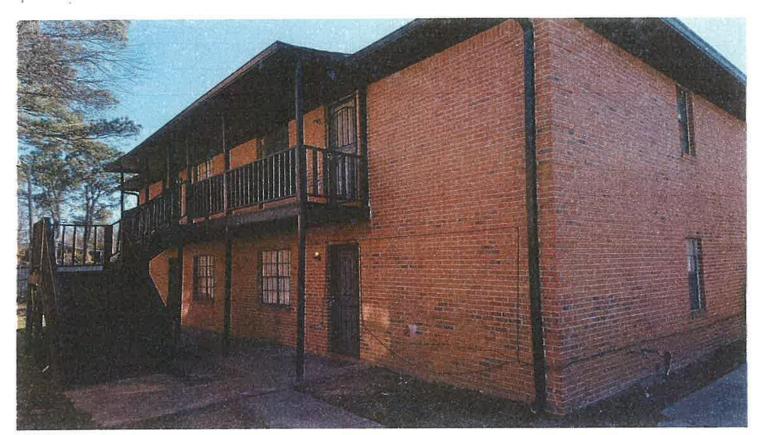


South It downtown main 124 E. South St Jackson MS 39201

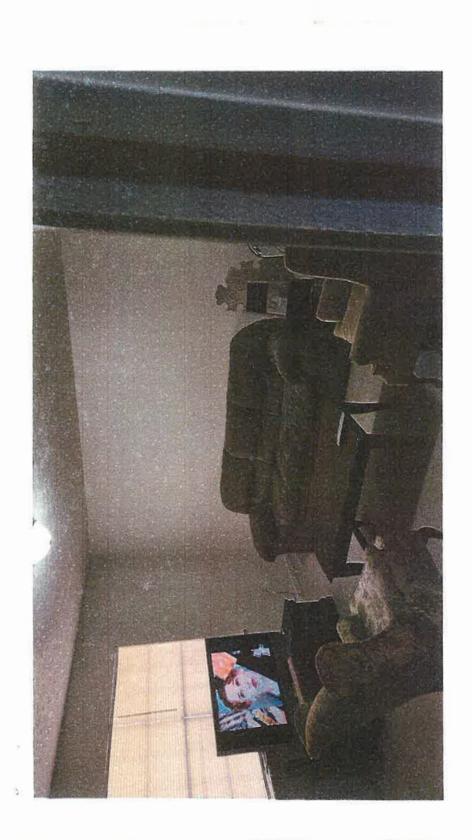




124 South St Dountoun Main

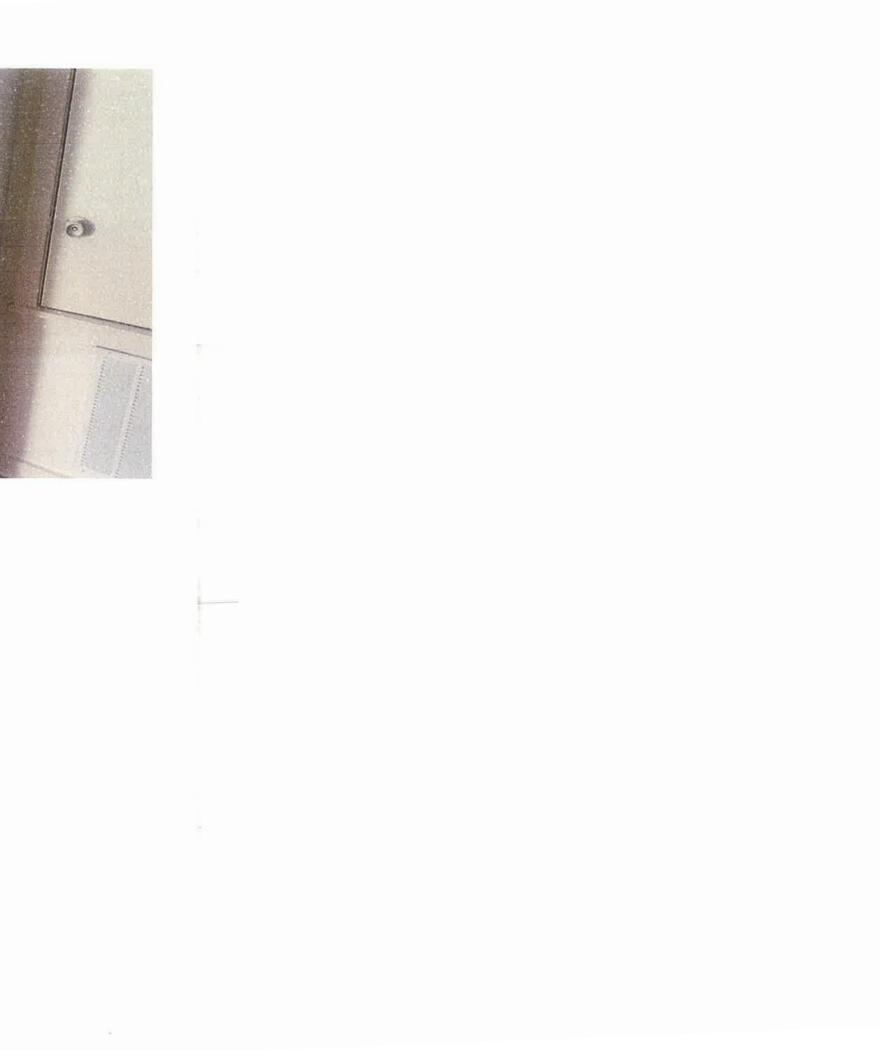


Martin house apart ments 3352 Livingston Rd Jackson Ms 39213 8 Units 3 bedrooms





Inside Livingston



# F0001 Fee: \$ 50



# 2020251918

Business ID: 1219910 Filed: 06/30/2020 09:03 AM Michael Watson Secretary of State

P.O. BOX 136 JACKSON, MS 39205-0136 TELEPHONE: (601) 359-1633

Articles of Incorporation

### **Business Information**

Business Type: Non-Profit Corporation

Business Name: Luther Martin Evangelistic Association Business Email: Luthermartin@evangelistluthermartin.com

Period of Duration: Perpetual

Initial planned non-profit activity: Religious Associations

# **NAICS Code/Nature of Business**

813110 - Religious Organizations

### Registered Agent

Name:

Tabitha Martin

Address:

112 Harris carter rd

Pearl, MS 39208

# **Signature**

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day 06/30/2020.

Name:

Address:

Luther Martin *Incorporator* 

112 Harris carter rd Pearl, MS 39208



LUTHER MARTIN EVANGELISTIC ASSOCIATION C/O LUTHER MARTIN 6014 FLORAL DR JACKSON, MS 39206-2406

12/08/2022 Employer ID number: 82-4625318 Person to contact: Name: Customer Service ID number: 31954 Telephone: 877-829-5500 Accounting period anding: February 28 Public charity status: 170(b)(1)(A)(vi) Farm 990 / 890-EZ / 998-N required; Yes Effective date of exemption: November 18, 2022 Contribution deductibility: Yes Addendum applies: No 26053727007412

#### Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely.

stephen a martin

> Letter 947 (Rev. 2-2020) Catalog Number 35152P

# Luther Martin Evangelistic Association

Profit and Loss by Month January - December 2024

|                               | JAN 2024      | FEB 2024      | MAR 2024     | APR 2024      | MAY 2024      | JUN 2024      | JUL 2024      |
|-------------------------------|---------------|---------------|--------------|---------------|---------------|---------------|---------------|
| Income                        |               |               |              |               |               |               |               |
| Total Income                  |               |               |              |               |               |               |               |
| Expenses                      |               |               |              |               |               |               |               |
| Advertising & Marketing       |               | 20.16         | 122.48       | 62.24         | 57.60         | 86.46         | 60.34         |
| Bank Charges & Fees           | 480.95        | 516.95        | 156.95       | 332.89        | 253.88        | 315.91        | 324.90        |
| Dues & Subscription           | 103,45        | 54.45         | 54.45        | 145.38        | 134.33        | 89.41         | 195.65        |
| Gas & Fuel                    | 48.33         | 96.73         | 344.07       | 739.77        | 174.77        | 368.70        | 281.26        |
| Insurance                     | 1,118.98      | 1,118.98      | 1,159.10     | 1,969.69      | 1,945.53      | 1,761.78      | 1,854.14      |
| Interest Paid                 | 2.47          | 6.54          | 0.50         | 1.45          |               | 0.95          | 1.69          |
| Job Supplies                  | 630.00        | 400.00        | 120.00       | 4,035.92      | 7,777.00      | 9,336.00      | 4,890.00      |
| Legal & Professional Services |               | 220.00        |              |               |               |               |               |
| Meals & Entertainment         | 95.74         | 166-29        | 393.52       | 869.50        | 1,690.51      | 674.00        | 203.70        |
| Office Supplies               | 774.68        | 471.22        | 313.59       | 617.27        | 1,183.09      | 3,142.85      | 2,091.84      |
| Parking & Tolls               |               | 61.67         |              |               |               |               |               |
| Rent & Lease                  | 2,918.25      | 6,302.62      | 2,950.00     | 7,800.00      | 15,319.00     | 9,240.12      | 11,250.00     |
| Repairs & Maintenance         |               |               |              |               | 621.15        | 993.82        |               |
| Software & Apps               | 24.61         | 49.14         | 29.08        | 198.24        | 228.71        | 273.49        | 487.11        |
| Travel                        |               | 3,369.40      | 440.69       | 5,601.09      | 6,771.23      | 7,694.86      | 1,674.32      |
| Uncategorized Expense         | 7,864.83      | 11,467,24     | 2,296.94     | 12,746.96     | 13,590.35     | 11,544.53     | 10,010.00     |
| Unifrom                       | 214.92        | 106.12        | 95.83        | 239.60        |               |               | 262.06        |
| Utilities                     | 1,779.25      |               |              | 283.53        | 631.35        |               | 2,046.10      |
| Vehicle                       | 130.00        | 145.00        | 1,074.51     | 1,926.73      | 2,475.05      | 1,141.33      | 983.00        |
| Waste Management              |               |               |              |               |               | 174.89        |               |
| Total Expenses                | \$16,186.46   | \$24,572.51   | \$9,551.71   | \$37,570.26   | \$52,853.55   | \$46,839.10   | \$36,616.11   |
| NET OPERATING INCOME          | \$ -16,186.46 | \$ -24,572.51 | \$ -9,551.71 | \$ -37,570.26 | \$ -52,853.55 | \$-46,839.10  | \$-36,616.11  |
| NET INCOME                    | \$ -16,186.46 | \$ -24,572.51 | \$ -9,551.71 | \$ -37,570.26 | \$ -52,853.55 | \$ -46,839.10 | \$ -36,616.11 |



# Luther Martin Evangelistic Association

#### Profit and Loss by Month January - December 2024

|                               | AUG 2024      | SEP 2024      | OCT 2024      | NOV 2024      | DEC 2024     | TOTAL          |
|-------------------------------|---------------|---------------|---------------|---------------|--------------|----------------|
| Income                        |               |               |               |               |              |                |
| Total Income                  |               |               |               |               |              | \$0.00         |
| Expenses                      |               |               |               |               |              |                |
| Advertising & Marketing       | 55,78         | 55.78         | 84.58         | 1,327.02      | 263.44       | \$2,195.88     |
| Bank Charges & Fees           | 1,063.20      | 1,231.65      | 1,223.88      | 653.40        | 631.29       | \$7,185.85     |
| Dues & Subscription           | 121.73        | 144.19        | 255.45        | 203.48        | 263.72       | \$1,765.69     |
| Gas & Fuel                    | 89.50         | 52.76         | 352.14        | 981.93        | 450.52       | \$3,980.48     |
| Insurance                     | 1,372.43      | 1,402.02      | 1,725.17      | 2,569.32      | 2,980.22     | \$20,977.36    |
| Interest Pald                 |               | 14.92         | 8.21          |               | 0.07         | \$36.80        |
| Job Supplies                  | 1,730.00      | 3,390.00      | 802.00        | 4,410.00      | 500.00       | \$38,020.92    |
| Legal & Professional Services |               |               | 0.14          | 62.84         | 3,108.76     | \$3,391.74     |
| Meals & Entertainment         | 155.57        | 85.56         | 910.09        | 333.56        | 1,473.55     | \$7,051.59     |
| Office Supplies               | 196.97        | 422.25        | 882.15        | 2,390.38      | 1,688.28     | \$14,174.57    |
| Parking & Tolls               |               |               |               |               |              | \$61.67        |
| Rent & Lease                  | 14,971.62     | 6,178.52      | 8,496.30      | 18,175.76     | 12,527.43    | \$116,129.62   |
| Repairs & Maintenance         |               | 1,156.50      |               |               |              | \$2,771.47     |
| Software & Apps               | 214.48        | 47.42         | 469.37        | 497.48        | 696.48       | \$3,215.61     |
| Travel                        | 2,316,64      | 1,892.09      | 600.35        | 657.62        | 4,075.42     | \$35,093.71    |
| Uncategorized Expense         | 21,413.20     | 13,510.25     | 43,836.28     | 32,139.48     | 54,659.73    | \$235,079.79   |
| Unifrom                       | 305.46        |               | 320.12        | 156.38        | 144.84       | \$1,845.33     |
| Utilitles                     | 6,812.29      | 5,981.48      | 3,840.56      | 7,161.74      | 4,722.48     | \$33,258.78    |
| Vehicle                       | 1,317.72      | 565.98        | 2,285.71      | 5,095.55      | 2,841.50     | \$19,982.08    |
| Waste Management              |               |               | 442.62        |               | 923.66       | \$1,541.17     |
| Total Expenses                | \$52,136.59   | \$36,131.37   | \$66,535.12   | \$76,815.94   | \$91,951.39  | \$547,760.11   |
| NET OPERATING INCOME          | \$ -52,136.59 | \$ -36,131.37 | \$ -66,535.12 | \$ -76,815.94 | \$-91,951.39 | \$ -547,760.11 |
| NET INCOME                    | \$ -52,136.59 | \$-36,131.37  | \$-66,535.12  | \$ -76,815.94 | \$-91,951.39 | \$-547,760.11  |

# Mississippi Offender Reentry Experience

#### Profit and Loss by Tag Group January - December 2023

|                                       |   |               |              | odridi        | ary - December |            |            |          |          |          |          |          |                          |
|---------------------------------------|---|---------------|--------------|---------------|----------------|------------|------------|----------|----------|----------|----------|----------|--------------------------|
|                                       | JAN 2023                                | FEB 2023      | MAR 2023     | APR 2023      | MAY 2023       | JUN 2023   | JUL 2023   | AUG 2023 | SEP 2023 | OCT 2023 | NOV 2023 | DEC 2023 | TOTAL                    |
| Revenue                               |   |               |              |               |                |            |            |          |          |          |          |          |                          |
| Donalions                             |   | 5,000.00      | 5,000.00     |               |                |            |            |          |          |          |          |          | \$10,000.00              |
| State of Mississippi Revenue          | 16,659.35                               | 2,505,00      | 74,294.72    | 10,749.40     | 3,056.81       | 1,434.00   | 4,875.00   |          |          |          |          |          | \$113,574,28             |
| Total Revenue                         | \$16,659.35                             | \$7,505.00    | \$79,294.72  | \$10,749.40   | \$3,056.81     | \$1,434.00 | \$4,875.00 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$123,574.28             |
| GROSS PROFIT                          | \$16,659.35                             | \$7,505.00    | \$79,294.72  | \$10,749.40   | \$3,056.81     | \$1,434.00 | \$4,875.00 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$123,574.28             |
| Expenditures                          |   |               |              |               |                |            |            |          |          |          |          |          |                          |
| Advertising & marketing               | 560,34                                  | 236.26        | 768.88       | 2,360.40      | 260.81         |            | 282,20     |          |          |          |          |          | \$4,468.89               |
| Clothing                              |   |               | 31,08        |               |                |            |            |          |          |          |          |          | \$31,08                  |
| Contract Labor                        | 430.00                                  | 850.00        |              |               |                |            |            |          |          |          |          |          | \$1,280.00               |
| dues                                  | 39.98                                   | 39.98         | F 400 40     |               |                |            |            |          |          |          |          |          | \$79.96                  |
| Early Departure Fees Equipment Rental | 6,175.36                                | 3,417.16      | 5,426.43     | 161,52        |                |            |            |          |          |          |          |          | \$15,018 98              |
| Groceries                             | 1,064.23                                |               | 142.94       | 101,52        |                |            |            |          |          |          |          |          | \$161.52                 |
| Honorarium                            | 1,004,23                                | 442.00        | 925.00       | 380.00        |                |            |            |          |          |          |          |          | \$1,207-17<br>\$1,747-00 |
| Insurance                             | 492.30                                  | 1,369.90      | 2,532.99     | 408.01        |                |            |            |          |          |          |          |          | \$4,803.20               |
| Liability insurance                   | 1,175.00                                | 1,175.00      | 2,350.00     | 536.67        |                |            |            |          |          |          |          |          | \$5,236.67               |
| Total insurance                       | 1,667.30                                | 2,544,90      | 4,882.99     | 944.68        |                |            |            |          |          |          |          |          | \$10,039.87              |
| Interest paid                         | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 1,32          |              |               |                |            |            |          |          |          |          |          | \$1,32                   |
| Internet                              | 117.00                                  | 1102          | 117.00       |               |                |            |            |          |          |          |          |          | \$234.00                 |
| Meals                                 |   | 24,11         |              | 16.00         |                |            |            |          |          |          |          |          | \$40.11                  |
| Occupancy                             |   |               |              |               |                |            |            |          |          |          |          |          | \$0.00                   |
| Rent                                  | 2,000,00                                |               | 4,100.00     | 2,000.00      |                |            |            |          |          |          |          |          | \$8,100.00               |
| Utilities                             | 2,302.80                                | 6,891.68      | 10,828.96    | 862.27        | 3,428.45       | 255.55     | 993.73     |          |          |          |          |          | \$25,563.44              |
| Total Occupancy                       | 4,302.80                                | 8,891.68      | 14,928.96    | 2,862.27      | 3,428.45       | 255.55     | 993.73     |          |          |          |          |          | \$33,663.44              |
| Office expenses                       |   |               |              |               |                |            |            |          |          |          |          |          | \$0.00                   |
| Bank fees & service charges           |   | 315,24        | 43.42        | 36.37         |                |            |            |          |          |          |          |          | \$395.03                 |
| Office supplies                       | 36.54                                   | 150.75        | 101.44       | 178.09        |                |            |            |          |          |          |          |          | \$466.82                 |
| Small tools & equipment               |   |               |              | 109.36        |                |            |            |          |          |          |          |          | \$109.36                 |
| Software & apps                       | 452.96                                  | 634.84        | 492.96       | 492.96        | 492.96         | 87.85      | 12.96      |          |          |          |          |          | \$2,667.49               |
| Total Office expenses                 | 489.50                                  | 1,100.83      | 637.82       | 816.78        | 492.96         | 87.85      | 12.96      |          |          |          |          |          | \$3,638.70               |
| Outreach                              |   |               |              | 3,650.00      | 565.00         |            |            |          |          |          |          |          | \$4,215.00               |
| Payroll expenses                      |   |               |              |               |                |            |            |          |          |          |          |          | \$0.00                   |
| Health insurance & accident plans     | 1,702.88                                | 1,702,88      | 1,819.26     | 1,819.26      | 1,342,21       | 1,342,21   | 1,342,21   |          |          |          |          |          | \$11,070.91              |
| Payroll Wage Expenses                 | 9,549.57                                | 10,736.00     | 11,638.41    | 11,592,09     | 5,796.04       |            |            |          |          |          |          |          | \$49,312.11              |
| Total Payroll expenses                | 11,252.45                               | 12,438.88     | 13,457.67    | 13,411,35     | 7,138.25       | 1,342.21   | 1,342.21   |          |          |          |          |          | \$60,383.02              |
| Pex Card Residents                    | 7,416.00                                | 12,654.00     | 5,665.00     | 1,237.67      | 582.12         |            |            |          |          |          |          |          | \$27,554.79              |
| Repairs & maintenance                 | 400.00                                  | 688,50        | 203,40       |               |                |            |            |          |          |          |          |          | \$1,291.90               |
| Split Reimbursements                  | 362.81                                  | 1,667.41      | 629 85       | 55,00         |                |            |            |          |          |          |          |          | \$2,715.07               |
| Supplies                              | 592.84                                  | 195.36        | 659.92       | 916.07        | 000.00         |            |            |          |          |          |          |          | 52,364.19                |
| Supplies & materials                  | E00.04                                  | 260.11        | 299.74       | 1,743.49      | 300.00         |            |            |          |          |          |          |          | \$2,603.34               |
| Total Supplies                        | 592.84                                  | 455.47        | 959.66       | 2,659.56      | 300.00         |            |            |          |          |          |          |          | \$4,967.53               |
| Travel                                | 154.00                                  | 247.00        | 240.20       |               | 000.44         |            |            |          |          |          |          |          | \$641,20                 |
| Vehicle rental                        | 154.00                                  | 247.00        | 040.00       |               | 222.44         |            |            |          |          |          |          |          | \$222.44                 |
| Total Travel                          | 154.00                                  | 247.00        | 240.20       |               | 222.44         |            |            |          |          |          |          |          | \$863.64                 |
| Uncategorized Expense                 | ******                                  | *** *** ***   |              | ****          | 60.00          |            |            |          |          | ****     |          |          | \$60.00                  |
| Total Expenditures                    | \$35,024.61                             | \$43,699,50   | \$49,016.88  | \$28,555,23   | \$13,050.03    | \$1,685.61 | \$2,631.10 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$173,662.96             |
| NET OPERATING REVENUE                 | \$-18,365.26                            | \$ -36,194.50 | \$30,277.84  | \$ -17,805.83 | \$-9,993.22    | \$ -251.61 | \$2,243.90 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$ -50,088.68            |
| Other Expenditures                    |   |               |              |               |                |            |            |          |          |          |          |          |                          |
| Vehicle expenses                      |   | 838.00        | 2,545 60     |               |                |            |            |          |          |          |          |          | \$3,383,60               |
| Vehicle gas & fuel                    | 541_64                                  | 1,554,72      | 2,374.95     | 1,059.54      |                |            |            |          |          |          |          |          | \$5,530.85               |
| Vehicle registration                  |   |               | 69.85        | 4 550 05      |                |            |            |          |          |          |          |          | \$69.85                  |
| Vehicle repairs                       | 1,000.00                                | 0.000 ==      | 4,455.60     | 1,559 39      |                |            |            |          |          |          |          |          | \$7,014.99               |
| Total Vehicle expenses                | 1,541.64                                | 2,392.72      | 9,446.00     | 2,618.93      |                |            |            |          |          |          |          |          | \$15,999.29              |
| Total Other Expenditures              | \$1,541.64                              | \$2,392.72    | \$9,446.00   | \$2,618.93    | \$0.00         | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$15,909.29              |
| NET OTHER REVENUE                     | \$-1,541.64                             | 5 -2,392.72   | \$ -9,446.00 | \$ -2,618.93  | \$0.00         | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$ -15,999.29            |
|                                       |   |               |              |               | *****          |            |            | 4        | ******   |          | 40.00    | *****    |                          |

# Mississippi Offender Reentry Experience

# Statement of Financial Position

As of December 1, 2023

|                                 | TOTAL          |
|---------------------------------|----------------|
| ASSETS                          |                |
| Current Assets                  |                |
| Bank Accounts                   |                |
| FREE BUSINESS CKING (0888) - 1  | 9.68           |
| FREE BUSINESS CKING (5863) - 1  | 3,163.43       |
| QuickBooks Checking Account     | 530.83         |
| VALUEPLUS BUSINESS (3599) - 1   | 2,629.45       |
| VALUEPLUS BUSINESS (7622) - 1   | 3,929.78       |
| Total Bank Accounts             | \$10,263.17    |
| Accounts Receivable             |                |
| Accounts Receivable (A/R)       | 0.00           |
| Total Accounts Receivable       | \$0.00         |
| Other Current Assets            |                |
| Payments to deposit             | 0.00           |
| Total Other Current Assets      | \$0.00         |
| Total Current Assets            | \$10,263.17    |
| Fixed Assets                    |                |
| Bus                             | 5,000.00       |
| Bus 2                           | 25,000.00      |
| Fixed Asset - Phones            | 2,705.65       |
| Van 3                           | 3,500.00       |
| Total Fixed Assets              | \$36,205.65    |
| TOTAL ASSETS                    | \$46,468.82    |
| LIABILITIES AND EQUITY          |                |
| Liabilities                     |                |
| Current Liabilities             |                |
| Other Current Liabilities       |                |
| Resident Payable                | 227,445.69     |
| Total Other Current Liabilities | \$227,445.69   |
| Total Current Liabilities       | \$227,445.69   |
| Total Liabilities               | \$227,445.69   |
| Equity                          |                |
| Reconciliation Adjustments      | 21,331.97      |
| Retained Earnings               | -136,220.87    |
| Net Revenue                     | -66,087.97     |
| Total Equity                    | \$ -180,976.87 |
| TOTAL LIABILITIES AND EQUITY    | \$46,468.82    |

# **Bid Opening Non-Substantive Evaluation**

Name/Number of IFB: 3160007102

Name of Vendor: New Way Mississippi Inc.

Date/Time Received: 0117 2025 @11:02 a.m.

Date/Time of Bid Opening: Vanuary 22,2025 @2 p.m.

Pass or Fail: Pass

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | yes    |  |
| Is the bid cover sheet (Attachment A) included and filled out completely?  | Yes    |  |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing Amendment #2<br>Bid was submitted<br>prior to issued Amendment |
| Are there at least three (3) legible references included on Attachment E?  | No     | 3rd ref. missing date of service                                       |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | Missing Amendment #2   |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | Jes    |  |
| Has bidder been in business and providing services similar in requirements and scale for a minimum of one (1) year?                  | Yes    |  |
| Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?                                      | Yes    |  |
| Is bidder responsive (paragraph 4.1.2.1 of IFB)?   | yes    |  |
| s bidder responsible<br>paragraph 4.2 of IFB)?   | Jes    | Pending reference<br>Checks  |

#### ATTACHMENT B

#### **BID FORM**

| Company                  | Contact Person | Telephone Number |
|--------------------------|----------------|------------------|
| New Way Mississippi, Inc | Larry Perry    | 601-506-4271     |
|                          | Phyllis Rhodes | 601-946-0484     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

| Total Beds Currently Available (minimum is 10 beds) |     | 80        |
|---|-----|-----------|
| Maximum Rate Per Bed Per Day is \$20.00             | X . | \$20.00 * |

Bid calculation = Total Beds x Rate per Bed x 365 = \$584,000.00 \*Offerors may offer an amount less than \$20.00 per day per bed.

**Acknowledgement of Amendments**. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date      |
|------------------|-----------|
| /                | 1-3-2025  |
| 2                | 1-22-2025 |

Page 5 of 31

By signing below, the bidder Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate complete, and current as of the submission date.

| Company Name:                   |
|---------------------------------|
| New Way Mississippi, Inc.       |
| Printed Name of Representative: |
| Larry Perrs                     |
| Date:                           |
| January 22, 2025                |
| Signature:                      |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Page 6 of 31

# **Transitional Housing Services** Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission DeadlineJanuary 22, 2025   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |

| of the IFB, as follows:  |
|--|
| Anticipated Bid Package Submission DeadlineJanuary 22, 202   |
| Anticipated Bid Opening DateJanuary 22, 202  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 202   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to thi change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  Signature and Submission of Amendment #2 are required with your proposal. |
| Receipt for Amendment #2 Acknowledged: (signature) Lany Pentil   |
| Name (Print): Larry Perry Date: 1-23-2025  Company: New Way Mississippi Title: CEO   |
| Company: New Way Mississippi Title: CEO  |
|  |
|  |

#### ATTACHMENT E

### REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1:   |
|--|
| Name of company: Gateway Rescue Mission, Inc           |
| Dates of Service: 2004-present                         |
| Contact Person: Rex Baker Title: Executive Director    |
| Address: _328 S Gallatin St, Jackson, MS 39203         |
| Telephone Number: <u>601-353-5864</u>                  |
| Cell Phone: 601-594-3730                               |
| Email: _info@gatewaymission.org                        |
| Alternative Contact Person (optional):                 |
| Telephone Number                                       |
| Cell Number:   |
| E-mail:  |
|  |
| REFERENCE 2:   |
| Name of Company: Central Mississippi Continnum of Care |
| Date of Service: 2022-Present                          |
| Contact Person: Melvin Stamps Title: Dir of Planning   |
| Address: 1230 Raymond Rd, Jackson, MS 39204            |
| Telephone Number: 601-969-1895                         |
| Cell Phone: 601-699-7326                               |
| Email: mstamps@centralmscoc.org                        |
| Alternative Contact Person (optional):                 |
| Telephone Number                                       |
| Cell Number:   |
| E-mail:  |
|  |
| REFERENCE 3:   |
| Name of Company: Marvelous Works                       |
| Date of Service: 2010-Present                          |
| (1915 1977 ) 1930 Qu                                   |
| Contact Person: Betty Tyler Title: Executive Director  |
| Address: 531 W Capitol St Jackson, MS 39203            |
| Telephone Number: 601-927-2961                         |
| Cell Phone: 601 949-9955                               |
| Email: _ bjtyler@bellsouth.net                         |

Alternative Contact Person (optional):

Page 10 of 31

# ATTACHMENT A BID COVER SHEET

IFB for Transitional Housing Services
IFB RFx Number 3160007102
Opening Date: 10:00 AM CST, January 21, 2025
Mississippi MDOC of Corrections
Office of Procurement & Contracts
Attention: Princess R. Hayes, Bid Coordinator
301 North Lamar Street, 3rd Floor
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

| Name of Company: New Way Mississippi, Inc. |
|--|
| Quoted By: Larry Perry                     |
| Signature: Sahter flether                  |
| Address: PO Box 24404                      |
| City/State/Zip: Jackson, MS 39225          |
| Telephone:601-506-4271                     |
| Fax Number:                                |
| E-Mail Address: prhodes@newwaymiss.com     |

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendment 1 are required with your IFB. |                  |  |  |  |
|---|------------------|--|--|--|
| Receipt for Amendment #1 Acknowledged: (signat                      | ure) Lang Pennex |  |  |  |
| LARRY Perry<br>Name (Print)   | 1-17-2025        |  |  |  |
| Name (Print) / S  | Date             |  |  |  |
| Company   | Title            |  |  |  |

| Name and phone number of Company Representative to be contacted by the MDOC seeking to   |
|--|
| contract for services pursuant to this IFB: La myPerry 6 01506-4271  |
| In addition to providing the above contact information, please answer the following questions regarding your company:  What year was your company started?   |
| How many years has the company been in business of performing the services called for in this IFB?   |
| New Way Mississippi has been in business for 25 years. We have provided transitional housing and supportive services in partnership with the Mississippi Department of Corrections since 2014 which will be 10 years by the time this IFB becomes effective in 2024.   |
| Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.   |
| Home Office: 6510 Cole Rd, Ridgeland MS 39157  Principle place of business: 916 Inge Street, Jackson MS 39203  Mailing Address: PO Box 24404, Jackson MS 39225  Place of Incorporation: 1896 North Frontage Rd, Clinton MS 39056   |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC? We are physically located within the vicinity.   |
| The facility addresses are as follows:  916 Inge Street Jackson MS 39203_(26 beds)  836 Medical Plaza Jackson MS 39204_(16 beds)  4450 Bullard St Jackson MS 39209 (7beds)  1218 Macon St Jackson MS 39203 (3 beds)  1711 Saint Charles St Jackson MS 39203 (8 beds)  1072 Simpson HWY 149 Magee MS 39114 (20).  We do not have housing for registered sex offenders |
| Is your company licensed and/or certified to provide the services as required by any and all applicable  |
| Federal and State law(s)? YES  List all licenses or permits your company possesses that are applicable to performing the services  |
| required in this IFB. Annual Secretary of State Certification, Internal Revenue Tax Exempt Status.   |

Page 1 of 31

| For how man   | ny customers has your company provided Transitional Housing Services in the past two   |
|---------------|--|
| years?        |  |
| In 2023 v     | we served 240 Transitional Housing clients and in 2024 we served 231 Transitional      |
| housing clie  | nts.   |
| What is the l | argest customer your company has provided Transitional Housing Services for in the pas |
| two years? _  | Mississippi Department of Corrections  |
|               |  |

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

When started in 1998, New Way Mississippi (NWM) provided transitional housing to the homeless who were recovering substance abusers and/or ex-offenders. At that time, it operated only one house with five male participants. Since that time, it has expanded to housing capacity of 80 beds. Thus, its facilities as well as the services have expanded beyond weekly group meetings to include employment assistance, financial management, spiritual counseling, education assistance, homebuyer education, and other life skills training. It has a strong and diverse board of directors that includes pastors, former educators, community developers, homeless providers, mass media and business professionals.

Although NWM has been active since 1998, its founder, Larry Perry, President/CEO has been providing services to the homeless and recovering substance abusers for more than 23 years. He got his initial start as director of a drug rehab program, New Day Drug Rehab Ministry, (Program of New Horizon Ministries, Inc.) which received national recognition by US-HUD for its innovative approach to housing and serving recovering alcohol/drug population. This program housed over 30 men and women (separate housing) and received support from private corporations, foundations, banks, state and local government.

Prior to operating NWM full-time, Larry Perry worked with Gateway Rescue Mission for over 8 years as program director and deputy director. Gateway is the largest homeless shelter in the Metro Jackson area and operates an alcohol/drug rehab center with over 70 bed capacity (2 sites). Mr. Perry was instrumental in restructuring the shelter and alcohol/drug rehab program which enhanced Gateway's capacity and their overall program effectiveness. He enhanced the program's effectiveness by developing comprehensive supportive services – personal life skill training, counseling, healthcare, money management, family reunification sessions, GED classes, employment preparation and employment placement. He also assisted in securing funding for a new men's facility that housed an additional 52 men. This project received regional recognition by the Federal Home Loan Board of Dallas (Southwest Region) in their quarterly magazine.

Additional key team members include: Mrs. Brandy Davis who has a degree in Social Services, Gregory Glass who has a degree in Business Administration, Dr. Phyllis Rhodes who has a PhD in Finance and has continued to worked as the Chief Financial Officer for New Way Mississippi for slightly over 12 years.

Page 2 of 31

The primary focus of NWM's transitional housing program is to rehabilitate the participating ex offenders and transform them into employable, healthy and productive individuals by: 1) Providing a stable, safe and structured housing environment to rehabilitate; 2) Preparing participants to reintegrate into society with interdependent support systems; and 3) Developing external relationships with family, community and service providers. The success of the program will be indicated by the number of participants who effectively reintegrated into mainstream society with employment.

Our goal is to provide transitional housing services to returning citizens who are Male Non-Registered Sex Offenders. We do not provide housing that meet requirements as stated in MS Code Ann. 45-33-25 regarding facilities housing Registered Sex Offenders. Program participants will enroll in the Transitional Program for a minimum of 4 months and a maximum of 6 months stay.

We see housing as a necessary and basic need during the transition process. It is the foundation of our supportive services which ensure that participants are closer to becoming self-reliant. It is difficult to provide supportive services without the housing component; and the housing service without the supportive services usually lead to long term dependency. So, to enhance our housing services, we provide the following supportive services:

- a. Employment Skills Training and Placement Many ex-offenders have employable skills but may not know how to market themselves. We teach them how to market themselves with confidence and excitement by updating their resume, tips on an effective interviewing, "how to make a good first impression", "how to keep the job once you get it", appropriate dress and hair grooming and connecting them to appropriate employers.
- b. Referral to qualified Substance Abuse Programs It is important that the participants who experience substance abuse and addiction receive the therapy required to manage their addictions. Participants will be referred to other agencies within the Jackson Mississippi area for support and therapy.
- c. Educational Assistance We bring GED providers to the site for the participants. All they need to do is show up for class and do the work. For those who are a bit more advanced, we connect them to local community programs i.e. Community Colleges and Vocational Ed. Schools.
- d. Individual and Group Therapy The director and program manager allow time to meet one-on-one with participants; however, any issue beyond their level of training, is referred to MS Mental Health, MS Dept of Human Services and local faith-based leaders. Group sessions are conducted weekly and often time outside speakers volunteer to meet with the groups to discuss issues within our curriculum.
- e. Opportunity to Reconnect with Family Members- When it is conducive, we encourage and make an effort to reconnect ex-offenders with their families. This makes a difference in how the ex-offender sees their future, especially when children are involved.

Page 3 of 31

f. Transportation – This service is important because many participants do not have vehicles and their work site may not be on a bus line. It makes the difference in allowing them to keep a job. Although they may have the skill and education, without transportation it just doesn't connect.

Page 4 of 31



#### ATTACHMENT B

#### **BID FORM**

| Company                  | Contact Person | Telephone Number |
|--------------------------|----------------|------------------|
| New Way Mississippi, Inc | Larry Perry    | 601-506-4271     |
|                          | Phyllis Rhodes | 601-946-0484     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

x

\$20.00 \*

Bid calculation = Total Beds x Rate per Bed x 365 = \$584,000.00 \*Offerors may offer an amount less than \$20.00 per day per bed.

**Acknowledgement of Amendments**. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Date     |
|----------|
| 1-3-2025 |
|          |
|          |

Page 5 of 31

By signing below, the bidder Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate complete, and current as of the submission date.

| Company Name:                   |
|---------------------------------|
| New Way Mississippi, Inc.       |
|                                 |
| Printed Name of Representative: |
| LARRY Peron                     |
|                                 |
| Date:                           |
| January 17, 2025                |
|                                 |
| Signature:                      |
| Lantus Petern                   |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Page 6 of 31



#### ATTACHMENT C

#### **CERTIFICATIONS AND ASSURANCES**

As an authorized signatory for <u>New Way Mississippi. Inc.</u>, I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

#### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Page 7 of 31

#### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name: Larry D. Perry           |  |
|--------------------------------|--|
| Title: Chief Executive Officer |  |
| Signature: Lapta Perry         |  |
| Date: 1-17-2025                |  |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

Page 8 of 31

#### ATTACHMENT D

#### BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

| requirements of the statement acknowledged. Choose one:   |
|---|
| Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive. |
| X Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.   |
| Company Name: New Way Mississippi, Inc.   |

**Note:** Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

Printed Name of Representative: Larry Pewr

Date: January 17, 2025

Page 9 of 31

#### ATTACHMENT E

#### REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

|   | executive Director         |
|---|----------------------------|
| Address: 328 S Gallatin St, Jackson, MS 39203 Telephone Number: 601-353-5864 Cell Phone: 601-594-3730 |                            |
| Email: <u>info@gatewaymission.org</u> Alternative Contact Person (optional): Telephone Number         |                            |
| Cell Number:<br>E-mail:   |                            |
| REFERENCE 2: Name of Company: Central Mississippi Continuum o   | of Care                    |
| Address: 1230 Raymond Rd, Jackson, MS 39204   | oir of Planning            |
| Telephone Number: 601-969-1895 Cell Phone: 601-699-7326 Email: mstamps@centralmscoc.org               | -                          |
| Alternative Contact Person (optional):<br>Telephone Number<br>Cell Number:                            |                            |
| E-mail:   |                            |
| REFERENCE 3: Name of Company: Marvelous Works   |                            |
| Date of Service:  Contact Person: Betty Tyler   | Title: Executive Director  |
| Address: 531 W Capitol St Jackson, MS 39203   | Title. Exceditive Bilector |
| Telephone Number: <u>601-927-2961</u>   |                            |
| Cell Phone: 601 949-9955  |                            |
| Email: bityler@bellsouth.net  |                            |
| Alternative Contact Person (optional):  |                            |

Page 10 of 31



### ATTACHMENT F

### **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name:  |     |    |
|--|-----|----|
| Person Contacted, Title/Position:  |     |    |
| Date/Time Contacted:   |     |    |
| Service From/To Dates:   |     |    |
| Was Contractor able to provide Transitional Housing Services?  | Yes | No |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                       | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?   | Yes | No |
| Would you recommend them?  | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Company Name:

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     | V  |

Page 11 of 31

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |  |  |  |
|---|-------|------|--|--|--|--|
| Notes:  |       |      |  |  |  |  |
|   |       |      |  |  |  |  |
| Called by:  |       |      |  |  |  |  |
| Signature   | Title | Date |  |  |  |  |

Page 12 of 31

#### ATTACHMENT G

#### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Acknowledgement of Amendments: Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 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 the Mississippi.
- 3. Approval: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC to proceed under the 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the 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.
- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, 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 Contractor, or competitor for the purpose of restricting competition.
- 6. Compliance with Equal Opportunity in Employment Policy: Contractors understand 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.
- 7. Compliance with Laws: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or modified.
- 8. Contract Rights: Contract rights do not vest in any party until a contract is legally executed.

Page 13 of 31

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The MDOC is under no obligation to award a contract following issuance of this solicitation.

- 9. <u>E-Payment:</u> 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.
- 10. <u>E-Verification:</u> 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:

- a. termination of the contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- b. 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,
- c. 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.
- 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 of Personal Service Contract Review Rules and Regulations.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
  - b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d. Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - i. Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and

Page 14 of 31

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- \$2,000,000.00 per occurrence limit for multiple claimants.
- ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- f. Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to the contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - iii. Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - iv. Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### Additionally:

- In no event shall the requirement for an insurance be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi MDOC of Insurance.
- Contractor shall submit to MDOC within seven (7) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for the bid to be declared non-responsive or for the contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance requirements specified in the
  procurement and contract prior to performing under the contract, and Contractor shall
  maintain the required insurance coverage throughout the duration of the contract and all
  warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under the contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of

Page 15 of 31

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- aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor 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 Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. Contractor's Representation Regarding Contingent Fees: By responding to the solicitation, 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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. <u>Paymode:</u> 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 the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. Procurement Regulations: This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 17. Property Rights: Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two

Page 16 of 31

- (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.
- 19. Representation Regarding Gratuities: The 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 connect 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.
- 20. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.
- 21. 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 contact. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contract 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.

#### 22. Termination:

a. 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.

Page 17 of 31

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

#### ATTACHMENT H

# OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. Attorney's Fees and Expenses: Subject to other terms and conditions of the agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing the agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDOC be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of the agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the agreement.
- 5. Change in Scope of Work: The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.
  - If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the

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Page 19 of 31

particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

#### 6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
  - i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
    - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
    - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
    - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. Limitation of Clause. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- 7. <u>Information Designated by Contractor as Confidential:</u> Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Page 20 of 31

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

- 8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. <u>Contractor Personnel</u>: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free. nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- a. *is not* presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
- b. *has not*, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in

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Page 21 of 31

- paragraphs two (b) and (c) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 12. <u>Disclosure of Confidential Information</u>: In the event that either party to the agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of the agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- 13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - f. is disclosed with the disclosing party's prior written consent.
- 14. <u>Errors in Extension:</u> If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver:</u> In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. Failure to Enforce: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. <u>Final Payment:</u> Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically

Page 22 of 31

exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.

- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance:</u> Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. <u>Indemnification</u>: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 21. <u>Independent Contractor Status:</u> Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MDOC against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- 23. <u>Integrated Agreement/Merger:</u> This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages:</u> When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if

Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

- 25. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For the MDOC:                   | For Contractor:    |
|---------------------------------|--------------------|
| Burl Cain, Commissioner         | [Name, Title]      |
| Mississippi MDOC of Corrections | [Contractor Name]  |
| 301 North Lamar Street          | [Address]          |
| Jackson, MS 39201               | [City, State, Zip] |

- 28. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 29. <u>Oral Statements:</u> No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.
- 30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.
- 31. <u>Patents and Royalties:</u> Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, MDOCs, agencies, agents, and employees from and against all

claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MDOC. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

- 32. Priority: The contract consists of this agreement with exhibits, the IFB RFx 3160007102 (hereinafter referred to as "IFB" and all attached, and the bid(s) submitted (hereinafter referred to as "Bid" and attached. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 33. <u>Quality Control</u>: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 34. Record Retention and Access to Records: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three years period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three years period, whichever is later.
- 35. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
- 36. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until

they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

- 37. <u>Right to Inspect Facility:</u> The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any stateowned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. <u>Third Party Action Notification</u>: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

# IFB RFx: 3160007102 IFB for Transitional Housing Services IFB Exception(s)

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

| Sect | ocurement<br>ion and Page<br>Number | Original Language | Requested Change/Exception | MDOC<br>Decision |
|------|-------------------------------------|-------------------|----------------------------|------------------|
| 1,   |                                     |                   |                            |                  |
| 2.   |                                     |                   |                            |                  |
| 3.   |                                     |                   |                            |                  |
| 4.   |                                     |                   |                            |                  |
| 5.   |                                     |                   |                            |                  |

Page 28 of 31

# Facility Locations Vendor: New Way Mississippi, Inc.

| Vendor          | Housing location/address | # of beds |
|-----------------|--------------------------|-----------|
| New Way MS Inc. | 916 Inge St.             | 26        |
| •               | Jackson, MS 39203        |           |
| New Way MS Inc  | 1711 St. Charles Street  | 8         |
| ·               | Jackson, MS 39209        |           |
| New Way MS Inc. | 4450 Bullard St.         | 7         |
| •               | Jackson, MS 30204        |           |
| New Way MS Inc. | 1072 Simpson Hwy 149     | 20        |
|                 | Mendenhall MS 39114      |           |
| New Way MS Inc. | 1218 Macon Street        | 3         |
| •               | Jackson, MS 39203        |           |
| New Way MS Inc. | 836 Medical Plaza        | 16        |
| •               | Jackson, MS 39204        |           |

Total number of beds listed for this project: 80

Corporate office address and phone numbers: 6510 Cole Rd, Ridgeland MS 39157.

Primary point of contact: CEO – Larry D. Perry 601-506-4271 or 601-354-4002 Chief Financial Officer – Dr. Phyllis Rhodes 601-946-0484

# New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160005650

## PICTURES & FACILITY LOCATIONS



916 Inge St Jackson, MS 39203 Facility Location (26 beds)



916 Inge St Jackson, MS 39203 Bedroom



1072 Simpson HWY 49 Magee, MS 39114 Facility Location (20beds)



# New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160005650



4450 Bullard St Jackson, MS 39209

Facility Location (7beds)



1711 Saint Charles St Jackson, MS 39203

Facility Location (8 beds)



836 Medical Plaza Jackson, MS 39204

Facility Location (16 beds)

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCIMNATI, OH 45201

DEPARTMENT OF THE TREASURI

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NEW WAY MISSISSTPPI INC C/O A HARPER 1904 FRONTAGE RD CLINTON, MS 39056-0000 Employer Identification Number: 73-1631055
DLN: 17053295733025
Contact Person: KENNETH W SCHMITT ID# 31226
Contact Telephone Number: (877) 829-5500
Public Charity Status: 509(a)(2)

Dear Applicant:

Our letter dated FEBRUARY 20, 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an expanication exempt from Federal income tax under section 501(c)(3) of the Code.

Fublication 557, Pax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 1800) 829-3676. Information is also available on our Internet Web Site at yow.lrs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30~a.m.~5:30~p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Latter 1050 (DO/CG)



# STATE OF MISSISSIPPI

## CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

# NEW WAY MISSISSIPPI, INC. File Number: 100016843

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

This Certificate of Registration expires on 05/15/2025.

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR ANY OTHER CHARITABLE ORGANIZATION.

Given un der my hand and seal of office this 25th day of October, 2024

Michael Watson



## **Bid Opening Non-Substantive Evaluation**

| Name/Number of IFB: Transitional Housing Services 3160007102 |  |
|--|--|
| Name of Vendor: Crossroads Outreach Ministries               |  |
| Date/Time Received: 01 21 2025 @10:22 2.m.                   |  |
| Date/Time of Bid Opening: January 22, 2025 @ 2 p.m           |  |
| D- 2-  |  |

| Requirement  | Yes/No | Comments                             |
|--|--------|--------------------------------------|
| Was the bid received by the deadline?  | yes    |                                      |
| Are there two original bids and one copy of the bid?   | yes    |                                      |
| Is the bid cover sheet<br>(Attachment A) included and<br>filled out completely?  | yes    |                                      |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing acknowledgment<br>#1         |
| Are there at least three (3)<br>legible references included on<br>Attachment E?  | Yes    |                                      |
| Is the Certifications and Assurances (Attachment C) included and completed with a wet signature?                                     | Yes    |                                      |
| Are all amendment<br>acknowledgments included<br>and completed?  | No     | missing signed mount of Amenament #1 |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | need to select an option             |
| Has bidder been in business and providing services similar in requirements and scale for a minimum of one (1) year?                  | Yes    |                                      |
| Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?                                      | yes    |                                      |
| s bidder responsive paragraph 4.1.2.1 of IFB)?   | Yes    |                                      |
| s bidder responsible<br>paragraph 4.2 of IFB)?   | yes a  | pending reference<br>Checks          |

## References Score Sheet

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Company Name:  |        |           |
|--|--------|-----------|
| Mossroads  |        |           |
| Reference Name: Mississippi Department of Corrections  |        |           |
| Person Contacted, Title/Position: Deficer Ceril Lort / Associate Dilector - Community Coll.  | yretis | J         |
| Date/Time Contacted:   |        |           |
| Service From/To Dates: 2016 - Present  |        |           |
| Was Contractor able to provide Transitional Housing Services?  | rYes   | No        |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.   | Yes    | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | (Yes)  | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes    | No        |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .)   | Yes    | No        |
| Would you enter into a contract with them again?   | (Yes)  | No        |
| Would you recommend them?  | (Yes)  | No        |
| Contractor must have a minimum of 6 "yes" answers on the questions above f (total of 12 "yes" answers) to be considered responsible and for its bid to be considered. Score: Pass/Fail |        | eferences |
| Do you have any business, professional or personal interest in the   | Yes    | (No)      |
| Contractor's organization? If yes, please explain.   |        |           |

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |                                       |  |  |
|---|---------------------------------------|--|--|
| Notes:  |                                       |  |  |
|   |                                       |  |  |
| Called by:  Yeuren R. Houses  Signature   | Project Marragement Team Leader Title |  |  |

#### **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Cross Roods                       |  |
|-----------------------------------|--|
| Reference Name:                   |  |
| Person Contacted, Title/Position: |  |
| Date/Time Contacted:   23 25      |  |
| Service From/To Dates:            |  |

| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
|---|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                    | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     |    |

|            | y result in an automatic disqualific<br>zero as responses to previous que |      |
|------------|---|------|
| Notes:     |   |      |
|            |   |      |
| Called by: |   |      |
| Signature  | Title   | Date |

#### **References Score Sheet**

### IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

| Company Name:   |         |       |
|---|---------|-------|
| The Net Date of Service / The Net Counseling an   | of men  | oning |
| Person Contacted, Title/Position: Cathy Walters / Presedent - She is one of her Sul   | ocuntra | ehrs  |
| Date/Time Contacted: 1/23/25 & 12:33 fm   |         |       |
| Service From/To Dates:  |         |       |
| Was Contractor able to provide Transitional Housing Services?   | Yes     | (No)  |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                    | Yes     | No    |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes     | No    |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes     | No    |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here) | Yes     | No    |
| Would you enter into a contract with them again?  | Yes     | No    |
|   |         |       |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

| Do you have any business, professional or personal interest in the | (Yes) | No |
|--|-------|----|
| Contractor's organization? If yes, please explain.                 |       |    |

| Notes:<br>They are a great brown | zetion. |  |
|----------------------------------|---------|--|
| Called by:                       | Title   |  |

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

### References Score Sheet

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name:                       |                |
|---------------------------------------|----------------|
| Mississippi Department of corrections |                |
| Person Contacted, Title/Position:     | - left message |
| Date/Time Contacted:                  |                |

| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
|---|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                      | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail fet

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     |    |

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |  |
|---|-------|------|--|--|
| Notes:  |       |      |  |  |
|   |       |      |  |  |
| Called by:  |       |      |  |  |
| Signature   | Title | Date |  |  |

Page 41 of 57



## References Score Sheet

# IFB RFx: 3160007102 IFB for Transitional Housing Services

## TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name: Wississippi Deportment of Corrections  Person Contacted, Title/Position: Kadisha Clarly / Community corrections Program Spe      |          |      |
|--|----------|------|
| Person Contacted, Title/Position:  | V 1 -    |      |
|  | W 10 1 - |      |
|  | cidist L |      |
| Date/Time Contacted:   |          |      |
| 1/23/25 . 12:24 PM   | - left   | mes: |
| Service From/To Dates: 2015 - Present  |          |      |
| Was Contractor able to provide Transitional Housing Services?  | Yes      | No   |
| Were you satisfied with the Transitional Housing Services provided? If no please explain.  | , (Yes   | No   |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | (Yes)    | No   |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes      | No   |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here \( \sqrt{\chi} \).) | (Yes)    | No   |
| Would you enter into a contract with them again?   | (Yes)    | No   |
| Would you recommend them?  | (Yes)    | No   |

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |  |  |  |
|---|-------|--|--|--|
| Notes:  |       |  |  |  |
| Called by:  |       |  |  |  |
| Called by:  Frances L. Hayes  Signature   | Title |  |  |  |

Page 41 of 57

#### **BID FORM**

| Company            | Contact Person | Telephone Number |  |
|--------------------|----------------|------------------|--|
| Mooroad Ministries | Vick O Morry   | 601-940-5417     |  |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

#2

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number   | Date    |
|--------------------|---------|
| # RFx 316 000 7102 | 1-22-25 |
| RFX3160007102      | 1-17-25 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Classreads Minust ries

Page 30 of 57

| Printed Name of Representative: | Vicki  | DeMoney | - |
|---------------------------------|--------|---------|---|
| Date: 1-22-25                   |        |         |   |
| Signature: Vacti C              | le mor | Nuy     |   |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

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

Crossroads Outreach Ministry is a 501c3 Christian Faith Based Recovery organization for women coming from prison and other individuals under MDOC supervision. Crossroads runs three types of group homes (Primary Care (1), After Care (1), Independent Care(3)), Primary Care is a required 4 month commitment, which can last up to 6 months. Their time here is designed to be a recovery and transition time back into society. They attend weekly classes that provide relapse prevention, financial training, computer skills, conflict resolution, group therapy, and several faith based classes that help the women overcome, angry, grief and shame. It is a place where women can interact with each other, and the myriad teachers, volunteers and staff of Crossroads Ministries. Primary Care is meant to be a "retreat" from the regular pressures of living independently. We work toward helping each woman restore their documentation, family ties and help them to have a safe exit plan to their next address. Each women is given an opportunity to move to our After Care Program (months 4-12 with Crossroads). In this phase we assist the women with getting a job and providing transportation to that job. (Within our scope of our transportation range.) This time is designed to help them save money, pay fines and hopefully purchase a car. These ladies are still in a recovery program, with emphasis on their emotional and spiritual growth. We have three Independent Care facilities, where we provide independent living but with accountability. We continue to endeavor to keep each on women on a safe path to achieve their personal goals. For the Group Living homes the women are evaluated and are allowed to stay in one of these facilities on a semi-permanent basis. They generally become eligible for these homes after staying with Crossroads for a minimum of 6 months (but usually after 9-12 months). In these group homes, we still test for drugs on a routine basis. The women are required to have a job, and work in an independent manner.

Both primary and After Care the women are provided a mentor and counselor to meet with weekly.

Before admission, we do require each woman to acknowledge:

- 1. Crossroads is a Christian Faith Based Recovery organization.
- 2. She is committing to stay at Crossroads for the entire prescribed treatment period 120 days. (With the option to stay in our After Care as needed.)
- 3. She will abide by the House Guidelines of Crossroads Ministries.
- 4. She will attend and actively participate in all curriculum courses offered by Crossroads Ministries, including weekly Church services.

We do not discriminate against applicants based on religion, race, ethnicity, etc. and there is no "litmus test" to enter our Program as demonstrated by our history.

We have a proven intake process, that we use that has been refined over the past few years. Due to the locations of our homes and their proximity to churches, day cares, and schools, we are not able to take registered sex offenders.

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# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendment           | 1 are required with your IFB. |
|---|-------------------------------|
| Receipt for Amendment #1 Acknowledged: (signatu | ure) Vicio De Many            |
| Vick: DeMoney Name (Print)                      | 1-22-23<br>Date               |
| Crossroop Ministries<br>Company                 | Executive Occident            |

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission DeadlineJanuary 22, 202  |
| Anticipated Bid Opening Date  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  Signature and Submission of Amendment #2 are required with your proposal.                       |
| Receipt for Amendment #2 Acknowledged: (signature) Vick Official  |
| Name (Print): Vicki DeMoney Date: 1-22-25   |
| Company: Crossmans Outrask Title: Excustive October   |
| Ministria, Onc  |

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

| acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:  |
|--|
| Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.  |
| Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.  Company Name:  Company Nam |
| Printed Name of Representative: Vicki DeMoney  |
| Date: \ - 22-25  |

**Note:** Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

Page **34** of **57** 



P O BOX 3075, RIDGELAND, MS 39158 www.crossroadsms.org

Dear Sirs,

Crossroads Ministries, is a Mississippi non-profit corporation that has provided a structured transition home for women since 2008. Women very often are trying to leave prison but have no address to submit. They are homeless and need help in order to return to society and their family. With God's help and so many generous donors, church partners and a vast number of volunteers we continue to press forward to what God has called our ministry to do. With our existing partnership with MDOC, we have expanded our capacity to help women transition from prisoners to successful re-entry.

Our Ministry is having a real impact on the women who we are blessed to serve. Since our founding we have helped over 500 women. Since our first contract with MDOC in 2015, we have served 403 women, with 319 who successfully graduated the four month program, 219 stayed in our After Care with 95 of those staying past 6 months.

We recognize that the longer women stay in the program the greater their chances are to succeed. In November 2024 we opened our 5<sup>th</sup> house for women to have a safe place to live. In these homes they have the ability to remain sober, work, save money, and press toward their goals to restore their life. I hope that given our proven track record of success and our long history in serving the women of our state, the Mississippi Department of Corrections will see the value of extending the maximum term from 6 months to a maximum of 8 months. This extra 2 months, regardless of what phase they are in would be of great benefit for the ladies and our ministry.

I serve as Executive Director, our mailing address is P. O. Box 3075. Ridgeland, MS 39158. I have been authorized to transact all business with regard to this IFB by our Board of Directors. Our non-profit organization Tax EIN is 26-4700099.

As founder and Executive Director for the past 16 years it has been my joy to serve these ladies and the state of Mississippi. I look forward to answering any question about our ministry. Please do not hesitate to contact me by phone at 601-940-5417 or email me at <a href="mailto:vicki@crossroadsms.org">vicki@crossroadsms.org</a>.

Sincerely.

Vicki DeMoney Executive Director



#### **BID COVER SHEET**

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

#### PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025

Mississippi MDOC of Corrections Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead

301 North Lamar Street, 3rd Floor Jackson, Mississippi 39201 SEALED BID - DO NOT OPEN

Name of Company: Crossroads Outreach Ministries

Quoted By: Vicki Demoney, Executive Director; Perry H. Cliburn President, Board of Directors

Signature: Victor Olymphan

Address: Mailing- Crossroads Ministries, P. O. Box 3075, Ridgeland MS 39158

Address: Home Office Administration - Crossroads Ministries, 123 Watford Parkway, Canton MS

39046

**Telephone:** 601-940-5417

Fax Number: N/A

E-Mail Address: vicki@crossroadsms.org

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

Vicki DeMoney, Executive Director, 601-940-5417

In addition to providing the above contact information, please answer the following questions regarding your company:

How many years has the company been in business of performing the services called for in this IFB?

What year was your company started? 2008

16 Years. For the first 7 years, we had no financial support from MDOC, and were supported 100% by churches, individuals and others that love Jesus Christ. We have never charged a dime to any of our participants in the Remediation program since our inception. Everything is literally free of charge to our ladies, while in the initial 6 month remediation program.

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

See above addresses for Home Office and Administration. See attached table of locations for our other locations. All our homes where our ladies live were originally residential homes, and are either in the city of Canton, or just outside Canton in Madison County.

If your company is not physically located within the vicinity, how will you supply required services to MDOC?

N/A

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

N/A

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

Yes, see attached Mississippi Registration Certificate.

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

N/A

For how many customers has your company provided Transitional Housing Services in the past two years?

Since our inception, we have focused exclusively on helping women coming from the Mississippi Department of Corrections, most of whom have addiction problems. We have since our beginning helped over 450 women. See attached worksheet for a summary status of all the ladies we have helped since 2015, the first year of our relationship with MDOC.

What is the largest customer your company has provided Transitional Housing Services for in the past two years?

We are able to work with any incarceration facility in Mississippi. In the past, most of our ladies have come from CMCF, Delta Correctional and the Flowood Satellite facilities.

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

Crossroads Outreach Ministry is a 501c3 Christian Faith Based Recovery organization for women coming from prison and other individuals under MDOC supervision. Crossroads runs three types of group homes (Primary Care (1), After Care (1), Independent Care(3)), Primary Care is a required 4 month commitment, which can last up to 6 months. Their time here is designed to be a recovery and transition time back into society. They attend weekly classes that provide relapse prevention, financial training, computer skills, conflict resolution, group therapy, and several faith based classes that help the women overcome, angry, grief and shame. It is a place where women can interact with each other, and the myriad teachers, volunteers and staff of Crossroads Ministries. Primary Care is meant to be a "retreat" from the regular pressures of living independently. We work toward helping each woman restore their documentation, family ties and help them to have a safe exit plan to their next address. Each women is given an opportunity to move to our After Care Program (months 4-12 with Crossroads). In this phase we assist the women with getting a job and providing transportation to that job. (Within our scope of our transportation range.) This time is designed to help them save money, pay fines and hopefully purchase a car. These ladies are still in a recovery program, with emphasis on their emotional and spiritual growth. We have three Independent Care facilities, where we provide independent living but with accountability. We continue to endeavor to keep each on women on a safe path to achieve their personal goals. For the Group Living homes the women are evaluated and are allowed to stay in one of these facilities on a semi-permanent basis. They generally become eligible for these homes after staying with Crossroads for a minimum of 6 months (but usually after 9-12 months). In these group homes, we still test for drugs on a routine basis. The women are required to have a job, and work in an independent manner.

Both primary and After Care the women are provided a mentor and counselor to meet with weekly.

Before admission, we do require each woman to acknowledge:

- 1. Crossroads is a Christian Faith Based Recovery organization.
- 2. She is committing to stay at Crossroads for the entire prescribed treatment period 120 days. (With the option to stay in our After Care as needed.)
- 3. She will abide by the House Guidelines of Crossroads Ministries.
- She will attend and actively participate in all curriculum courses offered by Crossroads Ministries, including weekly Church services.

We do not discriminate against applicants based on religion, race, ethnicity, etc. and there is no "litmus test" to enter our Program as demonstrated by our history.

We have a proven intake process, that we use that has been refined over the past few years. Due to the locations of our homes and their proximity to churches, day cares, and schools, we are not able to take registered sex offenders.

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While each participant is unique and their particular curriculum will be specific to their needs, all our ladies follow a general program in their recovery and rehabilitation process.

- a. During the first 1-4 months (Phase 1- Primary Care) our ladies:
  - Are NOT ALLOWED TO HAVE A JOB. This allows them time to decompress and participate in our multitude of classes, curriculum and counseling detailed below on Monday through Thursday (including evenings). In summary, each participant may receive up to 30 hours of classroom/counseling time per week. This consists of Life Skill classes, Bible Studies, Recovery Classes, and Church/Service Projects.
  - Thursday, Friday and Saturday is reserved for visits with doctors, legal, and other "off site services that may be needed
  - Sunday All our women attend church services on a rotating basis with our various sponsoring Churches (we have 7 sponsoring churches).
- b. All of our ladies through on job training work at Crossroads Treasures and our Distribution Center., open from 10 am to 4 pm on Thursday, Friday, and Saturday, or other project specific tasks.
- c. Our women may stay longer than 6 months with us (even if we are not billing MDOC for the individual) in our Independent Care homes. In fact, over 30% of all women coming from MDOC from 2015 to the present, who have graduated from our Primary Care Program, stay longer than 6 months! Our goal is not to churn and burn the women through a rigid "6 months and you are out" regimen. Our goal is to restore them to a productive independent life, and sometimes this takes longer than the 6 months period that MDOC specifies. We anticipate continuing these services in the future, as we see this as a fulfillment of our ministry to these women.

Our Curriculum at our Primary Care home has grown and adapted based on the needs of the women, and has been refined over the past few years. As we move forward Crossroads may change, augment, modify this curriculum as future needs arise. The current course content averages over 30 hours per week, and includes the following:

#### Life Skills (approximately 8 hours per week)

- 1. Career counseling/life skills
- 2. Job Preparation
- 3. Think (Logic course)
- 4. Financial Management
- Computer Fundamentals Basic Computer operations, Word Processing, Spreadsheets.
   For selected students, advanced training is available in Presentations, or other specific software.

#### Bible Studies (approximately 9 hours per week)

- 1. Numerous Bible Studies that vary over time, by multiple Teachers.
- 2. Pastoral Care by several Community Pastor including individual counseling.

#### Recovery Classes (approximately 8 hours per week)

- 1. Christian Sobriety
- 2. Relapse Prevention 12 Step Program
- 3. Recidivism and inner growth
- 4. Art Therapy as able
- 5. Conflict Resolution
- 6. One on one counseling (by Professional Counselors as well as Pastors)
- 7. Group therapy
- 8. Celebrate Recovery (Weekly)

#### Church / Service Projects (approximately 2 hours per week)

- 1. Weekly attendance at supporting churches on a rotating basis.
- 2.. Other community service projects on an "as needed" basis.

Major obligations of the women include Prohibitions against:

- 1. Illegal drugs, alcohol, and any self administered over the counter medicines. (All Prescription Medicines are under control of Crossroads Staff)
- 2. Violence.
- 3. Unsupervised visits by friends and family.
- 4. Communication devices including Cell Phones, or other Internet Connected Devices (Primary Care only)
- 5. Threatening or abusive behavior.

We work to ensure that all of their medical needs are met. We help with appointments and transportation to Doctor appointments. We provide help with any legal appointments that need attention before they leave.

The entire purpose of our ministry is to transition women into a fully productive functioning member of Society, with an emphasis on sustained self-support through their own work. As such, we will maintain our practice that we have had over our 16 year history and continue to employ women that have graduated and moved past their initial six months period who we believe can help our program, regardless of their history with MDOC. The women that are eligible for various job/ employment opportunities with us have built up trust, and have been vetted for abilities and aptitude, and are under supervision as specified by our Executive Director. We have multiple opportunities for our women to work. These include:

- 1. We operate a resale store "Crossroads Treasures" that is currently open on Thursdays, Fridays, and Saturday. Our Women while in Primary Care after they have been vetted may be eligible to work in the store as a reward for making progress in our Primary Care program. This allows the women to earn confidence in dealing with people, and gives them valuable experience for future employment.
- 2. We operate Crossroads Temp Services. Crossroads Ministries can be hired to do specialized job lot work for small manufacturers, or we can be asked to do cleaning, from general office cleaning to Move In/Move Out deep cleaning for residential or commercial property. Again, all women are under supervision. The women are paid an hourly wage for their services by Crossroads Ministries for these jobs.
- 3. Other part time, or full time staff positions as the Ministry has needs.

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The women that are placed in the above jobs have demonstrated over extended periods of time their actions, and we have deemed them responsible to handle whatever duties we give to them. Furthermore, these practices are integral to the success Crossroads has demonstrated over the past 16 years in keeping women from returning to prisons. We do not recognize any conflict of interest, and in fact see this as a fulfillment of our responsibilities to helping the women, as they serve as living examples to newer women entering the program that they too can recover and live a God filled life, including earning a living to support themselves and their family.

Crossroads Ministries reserves the right to make all employment decisions with regards to our Ministry.

Below is a short Bio of our Executive Director.

#### **Executive Director Vicki DeMoney**

#### Bi

Born in Greenville, MS December 14.1951. Married to Bobby DeMoney for 43 years they have three children and seven grandchildren. Has lived and worked in Madison County for 40 years. Bobby and Vicki have owned and operated a large Tile Company in this area for over 30 years. She devoted the first 10 years of her marriage to raising her children and then began work at her church in 1983.

#### Education

- · Callaway High School
- Certified in Basic training in Moral Reconation Therapy (MRT) conducted by Correctional Counseling, Inc. (CCI) of Memphis, TN (2013).

#### **Experience**

1983-1995

- Weekday Director for First Baptist Church, Ridgeland, MS she served there for 12 years.
- 1995 Worked with her husband as bookkeeper and office manager
- 1996-1999 First Baptist Church Madison, as Youth Director and then Women's Director
- 2002 Church of the Highlands, Ridgeland, MS as Women's Director and Volunteer Ministry Coordinator.
- 2006 she became involved with Kairos ministry and served as a volunteer Chaplin inside the prison
- 2008 Founder of Crossroads Outreach ministry and Executive Director which has served as a transitional and A&D program for women coming from prison.

One of the key advantages for Crossroads Ministries is that <u>all our Teachers are</u> <u>volunteers</u> with multiple years teaching/mentoring. We believe we have a a phenomenal group of talented, educated, God inspired, servant hearted volunteers who minister to our participants. We do not anticipate changing this model. Crossroads reserves the right to change, modify, add, delete any class at any time, and reserves to

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right to assign, remove, or change Teaching / Mentoring staff at any time, for any reason. Listed below are 18 selected biographical sketches on our Teaching / Mentoring / Counseling Staff from the past 3 years.

- Father Ryan Streett Holy Trinity Anglican Church, Madison, MS Pastoral Care
- Pastor Dan Blacksher (Board Member) -Associate Pastor of Hope Fellowship Church in Brandon MS - Current Chairman of Board of Directors for Center for Pregnancy Choices - Jackson, MS. - Pastoral Care
- Chaplain Judy Bryant Word of Life of the Highlands, Ridgeland MS Grief Counseling
- Perry Cliburn (Board Member) Former Chief Information and Chief Technology
  Officer, for various Corporations. 9+ years ministry experience dealing with men and
  women in prisons. BS in Chemical Engineering, and a MBA from Mississippi State
  University.
- Shannon Moncrief-(Board Member) Masters in Social Work., Pinelake Baptist Church, Emotional Recovery
- Catherine Hagwood (Board Member) B.A. Communications and M.S. Mental Health Consulting from Mississippi College. Counselor at Turning Point Counseling. Sponsor of weekly Celebrate Recovery meetings.
- Kristi Horne Realtor with McIntosh & Associates. B.S. In Distributive Education from Mississippi State University. Multiple years experience teaching and leading various small groups.
- Pastor Joel Richardson Senior Pastor of Highland Colony Baptist Church in Ridgeland, MS. Pastoral Care
- JoAnn Watson (Board Member) Masters of Community Counseling, Licensed Professional Counselor - employed in the field of mental health for twenty-seven years. Private Practice Therapist for EAP services, and United Healthcare (as a presenter/trainer) and Crisis Care Network
- Wiley Webb Retired Assistant District Attorney for the 13<sup>th</sup> Circuit Court (33 years). 10+ years experience teaching Bible Studies.
- **Boopie Winstead** She leads out in prayer and bringing in speakers to give testimonies how life can begin again.
- Christina Brossettee (Board Member) Spiritual Warfare training in dealing with every day struggles
- Cathey Plunket-volunteer teaching on successful relationships.
- Goodwill Industries (Jeannine Johnston and various teachers), Computer Legalistic
- Chelia Thompson, Smart Start, Holmes Community College
- Jan Martin, Broadmoor Baptist Church, Bible Study
- Mark Sandridge, Madison County Sheriffs office, Effects of Drug

#### ATTACHMENT B BID FORM

| Company                        | Contact Person           | Telephone Number |
|--------------------------------|--------------------------|------------------|
| Crossroads Outreach Ministries | Vicki DeMoney, Executive | 601-940-5417     |
|                                | Dir.                     |                  |

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

Please see above Description in Attachment A.

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Total Beds Currently Available25Maximum Rate Per Bed Per Day\$20Bid Calculation = Total Beds x Rate per Bed x 365\$182,500

Acknowledgement of Amendments. All amendments shall be acknowledged by noting Amendment Number and Date below and by signing this form with signature.

| Date         |
|--------------|
| Jan 17, 2025 |
|              |
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By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Crossroads Outreach Ministries.

Printed Name of Representative: Vicki DeMoney

Date: 1-20-2025

Signature: Victor De Money

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

#### ATTACHMENT C

#### **CERTIFICATIONS AND ASSURANCES**

As an authorized signatory for, Crossroads Outreach Ministries, I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

# 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2

C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name: Vicki DeMoney       |
|---------------------------|
| Title: Executive Director |
| Signature: Vicki Demoney  |
| Deta: 1 = 20 = 2025       |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid - or if no redacted version is produced, the full bid document - will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61 -9(1) (a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Crossroads Outreach Minitries

Printed Name of Representative: Vicki DeMoney

Date: 1-20-2025

Signature: Vicki Outreach Minitries

Note: Failure to sign this acknowledgement or making any modification to this

acknowledgment may result in the bid being rejected as non-responsive.

#### ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

#### Reference 1

Name of Company: Mississippi Department of Correction

Date of Service: November 2015 to present

Contact Person: Gwen McClinton

Address: 3794 MS-468 City/State/Zip: Pearl, MS 39208

Telephone Number: 601-936-7216

Cell Number:601-421-1611
E-Mail GMcClinton@mdoc.state.ms.us

Alternative Control Description (1975)

Alternative Contact Person (optional) Telephone Number:

Cell Number: E-Mail\_

#### Reference 2

Name of Company: Mississippi Department of Correction

Date of Service: November 2015 to Current

Contact: Kadisha Clark

Address: 3390 North Liberty Street City/State/Zip: Canton, MS 39046

Telephone Number: 601-859-7106 Cell Number: 662-739-9008

E-Mail KClark@mdoc.state.ms.ms.us Alternative Contact Person (optional)

Telephone Number: Cell Number:

E-Mail

#### Reference 3

Name of Company: Mississippi Department of Correction

Date of Service:2016 to currently Contact: Officer Cecil Lott

Address: 660 North State Street, Suite 109 City/State/Zip: Jackson, MS 39208

Telephone Number: 769-798-3520 Cell Number: 769-798-8429 E-Mail CLott@mdoc.state.ms.us

Alternative Contact Person (optional) Telephone Number:

Cell Number:

E-Mail\_

# Reference 4

Name of Company: The Net Date of Service: 2019 to Current

Contact Name: Cathy Walters Address: 113 Suncrest Place City/State/Zip: Brandon, MS 39047

Telephone Number:

Cell Number: 601-201-3935 E-Mail: cathy@thenetms.org

Alternative Contact Person (optional)

Telephone Number: Cell Number: E-Mail

# Reference 5

Name of Company: VitalCore HS Date of Service: 2017 to present Contact Name: Lula Hull

Address: 803 South Wheatley Street City/State/Zip: Ridgeland, MS 39157 Telephone Number: 601-499-5660 Cell Number: 601-480-0018

E-Mail: lhull@vitalcorehs.com

Alternative Contact Person (optional) Telephone Number:

Cell Number: E-Mail\_



# ATTACHMENT F

# **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

# TO BE COMPEETED BY MDOC STAFF ONLY

| Reference Name:                   |
|-----------------------------------|
| Person Contacted, Title/Position: |
| Date/Time Contacted:              |

# Service From/To Dates:

Company Name:

| Was Contractor able to provide Transitional Housing Services?  | Yes | No |
|--|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If   | Yes | No |
| no, please explain.  |     |    |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?   | Yes | No |
| Would you recommend them?  | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain. Yes No

Called by:

Signatur

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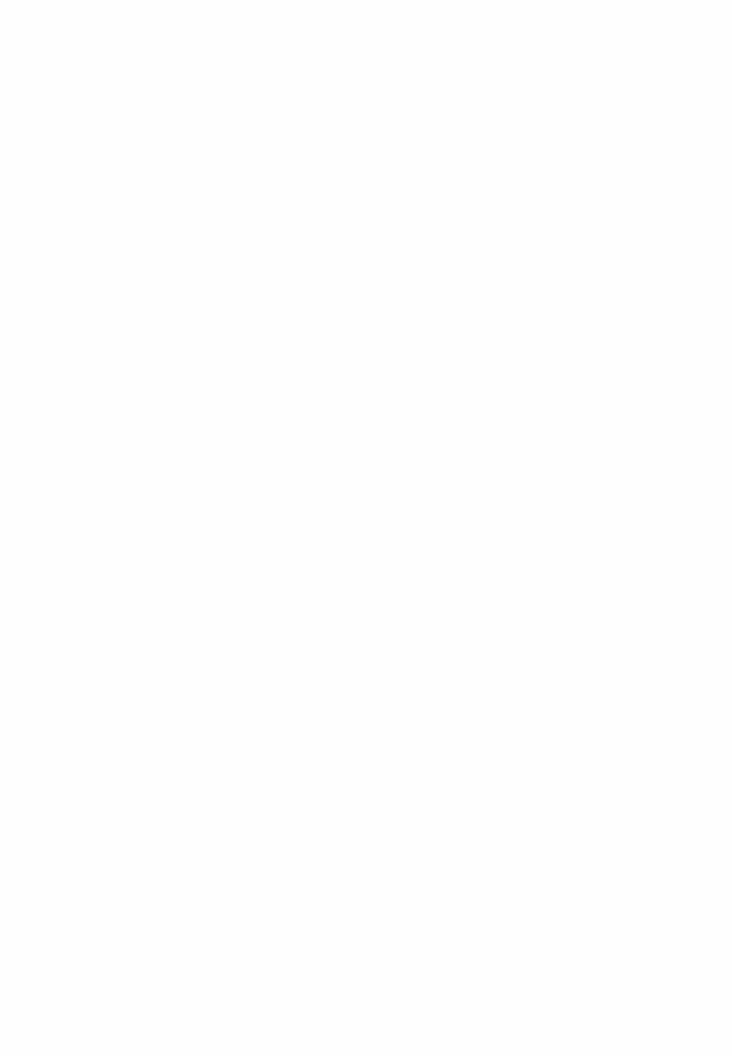
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A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.



#### ATTACHMENT G

# REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

- Acknowledgement of Amendments: Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 2. <u>Applicable Law:</u> 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 the Mississippi.
- 3. Approval: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC to proceed under the 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the 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.
- 5. <u>Certification of Independent Price Determination:</u> By submitting a bid, the Contractor, 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 Contractor, or competitor for the purpose of restricting competition.

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- 6. Compliance with Equal Opportunity in Employment Policy: Contractors understand 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.
- 7. Compliance with Laws: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and

regulations, as now existing and as may be amended or modified".

- 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.
- 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 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 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 the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following:

- a. termination of the contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations'*.
- 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,
- c. 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.
- 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 of Personal Service Contract Review Rules and Regulations.
- 12. <u>Insurance:</u> Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the

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- performance of scope of work.
- b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
- c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
- d. Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
  - Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$ 1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- f. Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to the contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
- iii. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- iv. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### Additionally:

- In no event shall the requirement for an insurance be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business
  under the laws of the State of Mississippi, meaning insurance carriers must be licensed
  or hold a Certificate of Authority from the Mississippi MDOC of Insurance.
- Contractor shall submit to MDOC within seven (7) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for the bid to be declared non-responsive or for the contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance requirements specified in the procurement and contract prior to performing under the contract, and Contractor

- shall maintain the required insurance coverage throughout the duration of the contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under the contract until it obtains all
  insurance required under this provision and furnishes a certificate or other form
  showing proof of current coverage to the State. After work commences, the
  Contractor will keep in force all required insurance and until the contract is
  terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled
  before the expiration date thereof, or if there is a material change, potential exhaustion of
  aggregate limits or intent not to renew insurance coverage(s), that written notice will be
  delivered to the MDOC Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor 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 Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. Contractor's Representation Regarding Contingent Fees: By responding to the solicitation, 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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. 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 the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in

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United States currency.

- 16. 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 Contractor 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.
- 17. Property Rights: Property rights do not inure to any Contractor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.
- 19. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
- 20. Representation Regarding Gratuities: The 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 connect 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.
- 21. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided,

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the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.

- 22. 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 contact. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contract 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.
  - 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.
- 24. <u>Termination Upon Bankruptcy:</u> The contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under the contract, but in no case shall said compensation exceed the total contract price.
- 25. <u>Trade Secrets, Commercial and Financial Information:</u> It is expressly understood that Mississippi law requires that the provisions of the contract which contain the personal or services provided, the price to be paid, and the term of the contract shall not be

deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

26. Transparency: The contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, the contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of the executed contract is required to be posted to the Mississippi MDOC of Finance and Administration's independent MDOC contract website for public access at <a href="http://www.transparency.mississippi.gov">http://www.transparency.mississippi.gov</a>. Information identified\* by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### ATTACHMENT H

# OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. Attorney's Fees and Expenses: Subject to other terms and conditions of the agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing the agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDOC be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of the agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the agreement.
- 5. Change in Scope of Work: The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.
  - If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the particular work is within the scope of the contract as written, Contractor will be ordered

to and shall continue with the work as changed and at the cost stated for the work within the contract.

#### 6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
  - Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
    - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
    - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
    - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. Limitation of Clause. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- Information Designated by Contractor as Confidential: Any disclosure of those materials
  documents, data, and other information which Contractor has designated in writing as
  proprietary and confidential shall be subject to the provisions of Mississippi Code
  Annotated
  - §§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest

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with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDOC shall result in the immediate termination of the agreement.

- 8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. Contractor Personnel: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
- b. has not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
- e. *has not.* within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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- 12. Disclosure of Confidential Information: In the event that either party to the agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of the agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- 13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
- b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- d. is independently developed by the recipient without any reliance on confidential information;
- e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- f. is disclosed with the disclosing party's prior written consent.
- 14. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver</u>: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. Failure to Enforce: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. Final Payment: Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.

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- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance</u>: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- Independent Contractor Statusi Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment

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taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. <u>Infringement Indemnification</u>: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MDOC against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- 23. <u>Integrated Agreement/Merger:</u> This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages</u>: When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of

\$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

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- 25. <u>Modification or Renegotiation:</u> This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. <u>Notices:</u> All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For the MDOC:                   | For Contractor:                   |
|---------------------------------|-----------------------------------|
| Burl Cain, Commissioner         | Vicki DeMoney, Executive Director |
| Mississippi MDOC of Corrections | Crossroads Outreach Ministries    |
| 301 North Lamar Street          | P.O. Box 3075                     |
| Jackson, MS 39201               | Ridgeland, MS 39158               |

- 28. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 29. <u>Oral Statements:</u> No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.
- 30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.
- 31. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, MDOCs, agencies, agents, and employees from and against all

claims, 1 oss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the

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performance of the contract, including its use by the MDOC. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

- 32. Priority: The contract consists of this agreement with exhibits, the IFB RFx 3160007102 (hereinafter referred to as "IFB" and all attached, and the bid(s) submitted (hereinafter referred to as "Bid" and attached. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 33. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 34. Record Retention and Access to Records: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three years period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three years period, whichever is later.
- 35. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
- 36. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.



- 37. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. <u>Severability:</u> If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any state- owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.



# ATTACHMENT I

IFB RFx: 3160007102
IFB for Transitional Housing Services
IFB Exception(s)

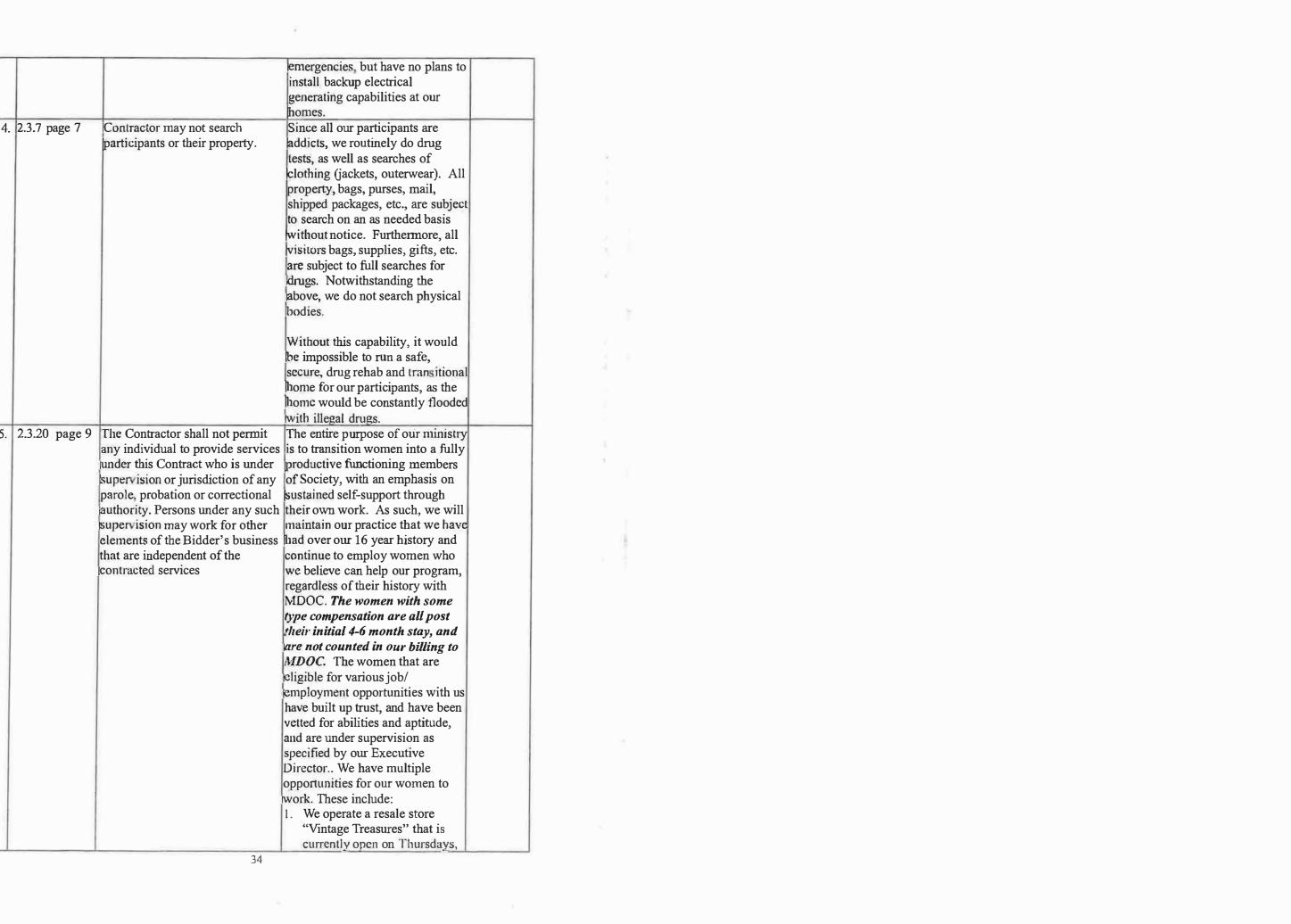
Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Please note, that exceptions 1-5 are repeats from our existing exceptions under our existing agreement. Exception 6 is new, because the specificity of the requested motor vehicle liability insurance limits have been materially raised in the current IFB.

| Procure<br>Section<br>Number | n and Page  | Original Language  | Requested Change/Exception   | MDOC<br>Decision |
|------------------------------|-------------|--|--|------------------|
| 1 2.3.3 Page 6               |             |  |  |                  |
| 2. 2.3                       | 3.5 page6   | neither require nor request program participants to turn over, | Participants in our programs store their cash and other valuables in a safe, under the care of Crossroads management. Participants may access their property, but it is not left out, as it would be an easy enticement for others to steal. |                  |
| 3. 2.3                       | 3.11 Page 8 | emergency power in place.                                      | As stated above, we run homes, not institutions. We do have emergency lighting, flashlights, candles etc. in case of   |                  |



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|    |               |                                    | emergencies, but have no plans to    |      |
|    |               |                                    | install backup electrical            |      |
|    |               |                                    | generating capabilities at our       | 1    |
|    |               |                                    | homes.                               |      |
| 4. | 2.3.7 page 7  | Contractor may not search          | Since all our participants are       |      |
| 1  |               | participants or their property.    | addicts, we routinely do drug        |      |
| 1  | 1             |                                    | tests, as well as searches of        |      |
|    |               |                                    | clothing (jackets, outerwear). All   |      |
|    |               |                                    | property, bags, purses, mail,        |      |
|    |               |                                    | shipped packages, etc., are subject  | h )) |
|    |               |                                    | to search on an as needed basis      |      |
|    |               |                                    | without notice. Furthermore, all     |      |
|    |               | 1                                  | visitors bags, supplies, gifts, etc. |      |
|    |               | Ti .                               | are subject to full searches for     |      |
|    |               | II.                                | drugs. Notwithstanding the           |      |
|    |               |                                    | above, we do not search physical     |      |
|    |               |                                    | bodies.                              |      |
|    |               |                                    |                                      |      |
|    |               |                                    | Without this capability, it would    |      |
|    |               |                                    | be impossible to run a safe,         |      |
|    |               |                                    | secure, drug rehab and transitional  |      |
|    |               |                                    | home for our participants, as the    |      |
|    |               |                                    | home would be constantly flooded     |      |
|    |               |                                    | with illegal drugs.                  |      |
| 5. | 2.3.20 page 9 | The Contractor shall not permit    | The entire purpose of our ministry   |      |
|    | 1 0           | any individual to provide services | is to transition women into a fully  |      |
|    |               | under this Contract who is under   | productive functioning members       |      |
|    |               | supervision or jurisdiction of any | of Society, with an emphasis on      |      |
|    |               | parole, probation or correctional  | sustained self-support through       |      |
|    |               | authority. Persons under any such  | their own work. As such, we will     |      |
|    |               | supervision may work for other     | maintain our practice that we have   |      |
|    |               | elements of the Bidder's business  | had over our 16 year history and     |      |
| 1  |               | that are independent of the        | continue to employ women who         | 1    |
|    |               | contracted services                | we believe can help our program,     |      |
|    |               |                                    | regardless of their history with     | - 1  |
|    |               |                                    | MDOC. The women with some            | - 1  |
|    |               |                                    | type compensation are all post       | - 1  |
|    |               |                                    | their initial 4-6 month stay, and    | 1    |
|    |               |                                    | are not counted in our billing to    | 1    |
| 1  |               |                                    | MDOC. The women that are             |      |
|    |               |                                    | eligible for various job/            |      |
|    |               |                                    | employment opportunities with us     |      |
|    |               |                                    | have built up trust, and have been   |      |
|    |               |                                    | vetted for abilities and aptitude,   |      |
|    |               |                                    | and are under supervision as         |      |
|    |               |                                    | specified by our Executive           |      |
|    |               |                                    | Director We have multiple            |      |
|    |               |                                    | opportunities for our women to       |      |
|    |               |                                    | work. These include:                 |      |
|    |               |                                    | 1. We operate a resale store         |      |
|    |               |                                    | "Vintage Treasures" that is          |      |
|    |               |                                    | currently open on Thursdays,         |      |



- Fridays, and Saturday. Our Women while in Primary Care after they have been vetted may be eligible to work in the store as a reward for making progress in our Primary Care program. This allows the women to earn confidence in dealing with people, and gives them valuable experience for future employment.
- 2. We operate Crossroads Temp Services. Crossroads Ministries can be hired to do specialized job lot work for small manufacturers, or we can be asked to do cleaning, from general office cleaning to Move In/Move Out deep cleaning for residential or commercial property. Again, all women are under supervision. The women are paid an hourly wage for their services by Crossroads Ministries for these jobs.
- 3. Non payroll/compensation positions (House Monitor)
- 4. Other part time, or full time staff positions as the Ministry has needs.

The women that are above jobs have dem over extended period their actions, and we them responsible to whatever duties we Furthermore, these p integral to the succes has demonstrated over years in keeping wor returning to prisons. recognize any conflic and in fact see this as of our responsibilities the women, as they s examples to newer w entering the program can recover and live life, including earning support themselves a

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|    |                                    | family.                            |
|----|------------------------------------|------------------------------------|
| 6. | 2.5.5. Motor Vehicle Liability     | We meet all Insurance              |
|    | insurance covering all vehicles,   | requirements in the Bid, except    |
|    | owned or otherwise, used in the    | Motor Liability. Our current limit |
|    | contract work with limits of at    | is \$500,000. Our total current    |
|    | least \$1,000,000 per occurrence   | insurance cost for our ministry    |
|    | for any single claimant, and       | for all coverages is \$35,000 for  |
|    | \$2,000,000 per occurrence limit   | 2025. The initial estimates to     |
|    | for multiple claimants.            | increase to \$1,000,000 in motor   |
|    |                                    | vehicle liability would be an      |
|    | Motor Vehicle Property             | additional \$6,000 per year; to    |
| 1  | Damage insurance covering all      | increase to \$2,000,000 would      |
|    | property damage by motor           | increase insurance an additional   |
|    | vehicle with limits of at least    | \$10,000. Management views         |
|    | \$1,000,000.00 per occurrence      | these as cost prohibitive.         |
|    | limit for any single claimant; and | Furthermore the Board has          |
|    | \$1,000,000.00 per occurrence      | approved our 2025 budget and       |
|    | limit for multiple claimants.      | believes the current insurance     |
|    |                                    | plan and limits are more than      |
|    |                                    | adequate for our ministry.         |



# Transitional Housing Services Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission Deadline   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Receipt for Amendment #2 Acknowledged: (signature) Vichi Ormony   |
| Name (Print): Vicki DeMoney Date: 1-20.2025   |
| Company: Cropproads Ministries Title: Executive Director  |



# STATE OF MISSISSIPPI

# CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

# CROSSROADS OUTREACH MINISTRIES, INC. File Number: 100017977

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

This Certificate of Registration expires on 05/15/2025.

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office this 19th day of November, 2024

Midrael Watson

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# Crossroads Outreach Ministries, Inc.

# Purpose

Provides a shelter for women who find themselves in a time of transition. Includes women who have come from prisons, treatment centers and broken homes in need of healing and renewal to a place of wholeness. Filing Information

Filing Number: 100017977

Filing Status:

Current - Registered

Initial Date Filed:

Expiration Date: 05/15/2025

Address

Post Office Box 3075 Ridgeland, MS 39158 Contact Information

Registered Name: Crossroads Outreach Ministries, Inc.

Business Phone: 1-601-940-5417

Web Address:

www.crossroadsms.org

# Financial Information

#### Fiscal Year: 12/31/2023

|                           | Amount:          | Percer |
|---------------------------|------------------|--------|
| Total Revenue             | \$ 621,581.00    |        |
| Total Expenses            | \$ 483,455.00    |        |
| Program Services Expenses | \$ \$ 375,443.00 | 78%    |
| Fund Raising Expenses     | \$ 6,082.00      | 1%     |
| Administrative Expenses   | \$ 101,930.00    | 21%    |
| Other Expenses            | \$ 0.00          |        |

#### Fiscal Year: 12/31/2022

|                           | Amount:       | Percent |
|---------------------------|---------------|---------|
| Total Revenue             | \$ 385,844.00 |         |
| Total Expenses            | \$ 400,956.00 |         |
| Program Services Expenses | \$ 301,859.00 | 75%     |
| Fund Raising Expenses     | \$ 2,340.00   | 1%      |
| Administrative Expenses   | \$ 96,757.00  | 24%     |
| Other Expenses            | \$ 0.00       |         |
|                           |               |         |

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| Fiscal | Year: | 12/31 | 1/2021 |
|--------|-------|-------|--------|
|        |       |       |        |

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 447,720.00 |          |
| Total Expenses            | \$ 335,365.00 |          |
| Program Services Expenses | \$ 256,331.00 | 76%      |
| Fund Raising Expenses     | \$ 0.00       | 0%       |
| Administrative Expenses   | \$ 79,034.00  | 24%      |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2020

|                           | P  | Amount:    | Percent: |
|---------------------------|----|------------|----------|
| Total Revenue             | \$ | 361,090.00 |          |
| Total Expenses            | \$ | 287,324.00 |          |
| Program Services Expenses | \$ | 205,862.00 | 72%      |
| Fund Raising Expenses     | \$ | 6,402.00   | 2%       |
| Administrative Expenses   | \$ | 75,060.00  | 26%      |
| Other Expenses            | \$ | 0.00       |          |

# Fiscal Year: 12/31/2019

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 321,155.00 |          |
| Total Expenses            | \$ 254,586.00 |          |
| Program Services Expenses | \$ 191,228.00 | 75%      |
| Fund Raising Expenses     | \$ 5,366.00   | 2%       |
| Administrative Expenses   | \$ 57,992.00  | 23%      |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2018

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 247,976.00 |          |
| Total Expenses            | \$ 243,312.00 |          |
| Program Services Expenses | \$ 185,677.00 | 76%      |
| Fund Raising Expenses     | \$ 5,107.00   | 2%       |
| Administrative Expenses   | \$ 52,528.00  | 22%      |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2017

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 229,244.00 |          |
| Total Expenses            | \$ 202,828.00 |          |
| Program Services Expenses | \$ 163,060.00 | 80%      |
| Fund Raising Expenses     | \$ 2,352.00   | 1%       |
| Administrative Expenses   | \$ 37,416.00  | 18%      |
| Other Expenses            | \$ 0.00       |          |

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| Fiscal Year: 12/31/2016   |               |          |
|---------------------------|---------------|----------|
|                           | Amount:       | Percent: |
| Total Revenue             | \$ 173,876.00 |          |
| Total Expenses            | \$ 157,841.00 |          |
| Program Services Expenses | \$ 152,437.00 | 97%      |
| Fund Raising Expenses     | \$ 2,204.00   | 1%       |
| Administrative Expenses   | \$ 3,200.00   | 2%       |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2015

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 128,396.00 |          |
| Total Expenses            | \$ 112,952.00 |          |
| Program Services Expenses | \$ 75,925.00  | 67%      |
| Fund Raising Expenses     | \$ 33,872.00  | 30%      |
| Administrative Expenses   | \$ 3,155.00   | 3%       |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2014

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 61,750.00 |          |
| Total Expenses            | \$ 49,814.00 |          |
| Program Services Expenses | \$ 0.00      |          |
| Fund Raising Expenses     | \$ 1,845.00  |          |
| Administrative Expenses   | \$ 47,969.00 |          |
| Other Expenses            | \$ 0.00      |          |

# Fiscal Year: 12/31/2013

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 41,732.00 |          |
| Total Expenses            | \$ 45,323.00 |          |
| Program Services Expenses | \$ 6,364.00  | 14%      |
| Fund Raising Expenses     | \$ 0.00      | 0%       |
| Administrative Expenses   | \$ 34,529.00 | 76%      |
| Other Expenses            | \$ 4,430.00  | 9%       |
|                           |              |          |

# Fiscal Year: 12/31/2012

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 42,204.00 |          |
| Total Expenses            | \$ 32,641.00 |          |
| Program Services Expenses | \$ 2,134.00  | 6%       |
| Fund Raising Expenses     | \$ 0.00      | 0%       |
| Administrative Expenses   | \$ 30,507.00 | 93%      |
| Other Expenses            | \$ 0.00      | 0%       |

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### Fiscal Year: 12/31/2011

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 29,591.00 |          |
| Total Expenses            | \$ 29,237.00 |          |
| Program Services Expenses | \$ 0.00      | 0%       |
| Fund Raising Expenses     | \$ 1,814.00  | 6%       |
| Administrative Expenses   | \$ 27,423.00 | 93%      |
| Other Expenses            | \$ 0.00      | 0%       |
|                           |              |          |

# Fiscal Year: 12/31/2010

|                           | Amount:      | Percent |
|---------------------------|--------------|---------|
| Total Revenue             | \$ 29,894.00 |         |
| Total Expenses            | \$ 28,292.00 |         |
| Program Services Expenses | \$3,217.00   | 11%     |
| Fund Raising Expenses     | \$ 0.00      | 0%      |
| Administrative Expenses   | \$ 25,075.00 | 88%     |
| Other Expenses            | \$ 0.00      | 0%      |
|                           |              |         |

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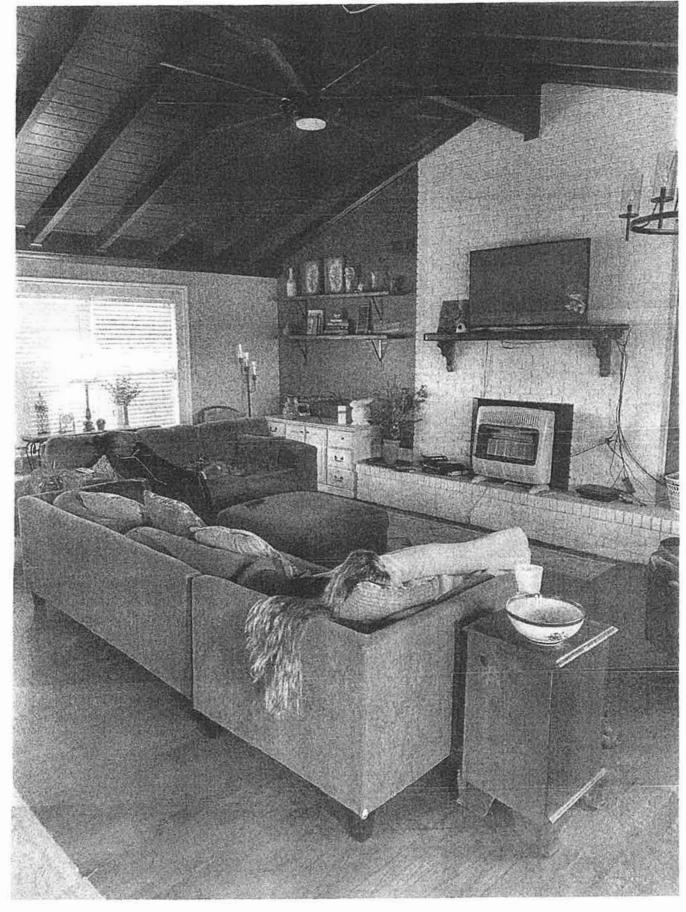
# Crossroads Outreach Ministries properties with pictures:

- Primary Care (established 2008)
   2353 Highway 51
   Madison, MS 39110
- After Care (established 2015)
   3250 South Liberty Street
   Canton, MS 39046
- Independent Living (established 2021)
   522 East Dinkins
   Canton, MS 39046
- 4. Independent Living (established 2021)
  238 Mimosa Street
  Canton, MS 39046
- Independent Living (established 2024)
   624 East Dinkins Street
   Canton, MS 39046

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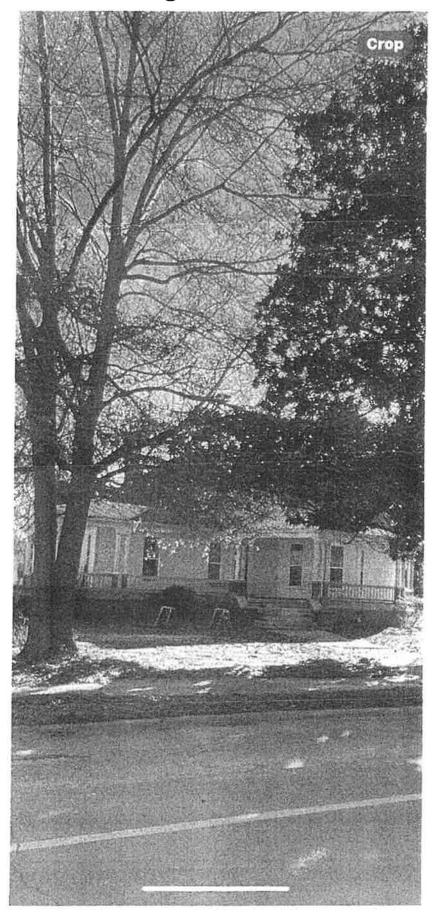
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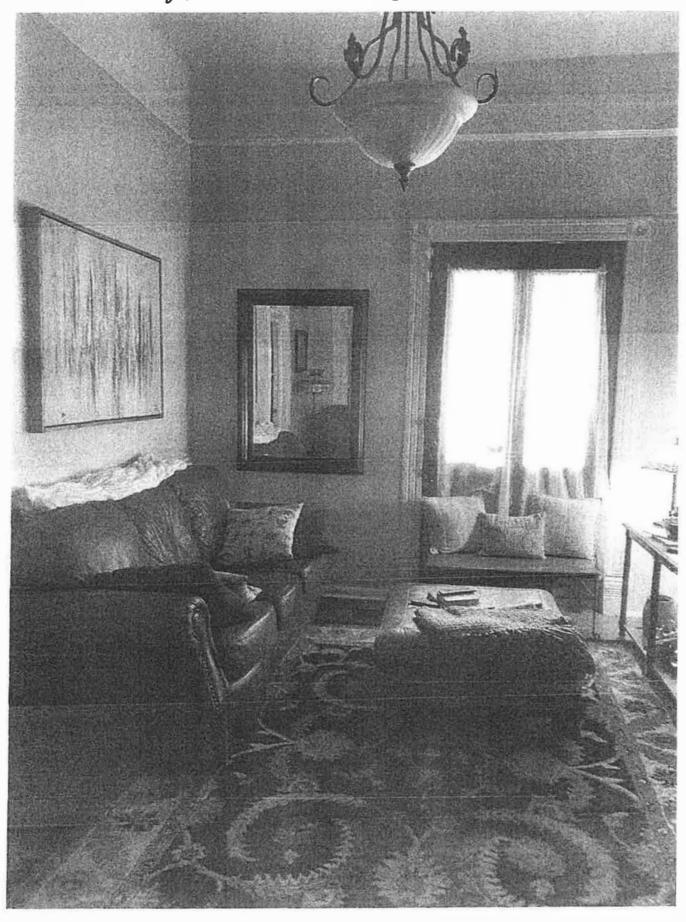


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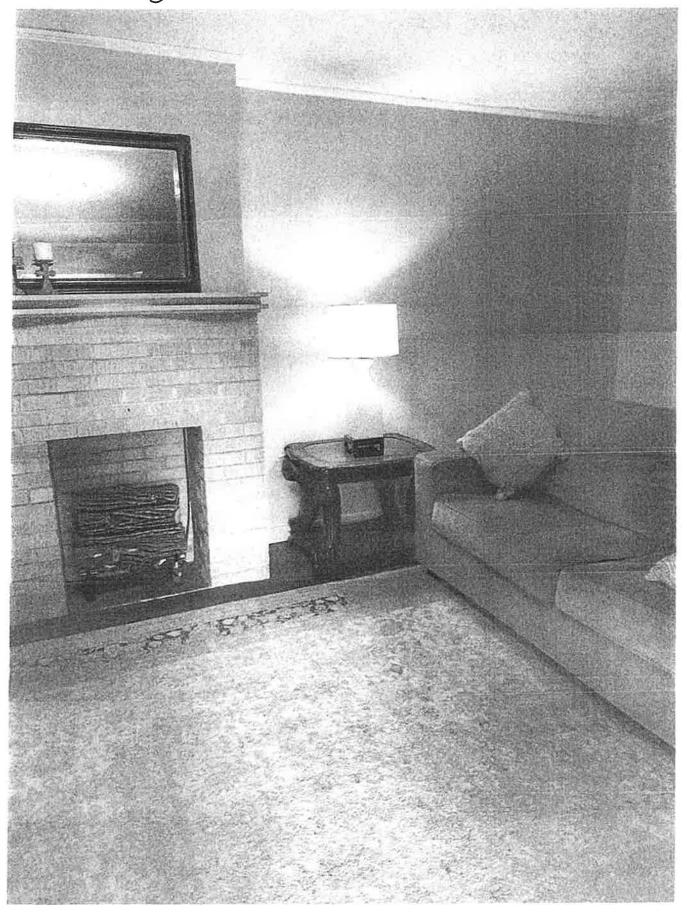


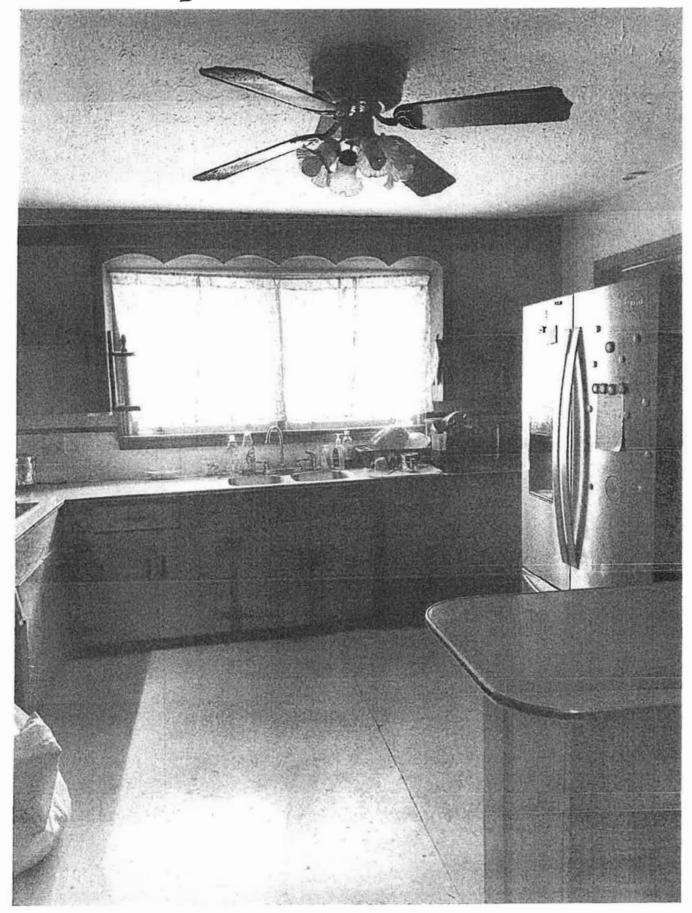


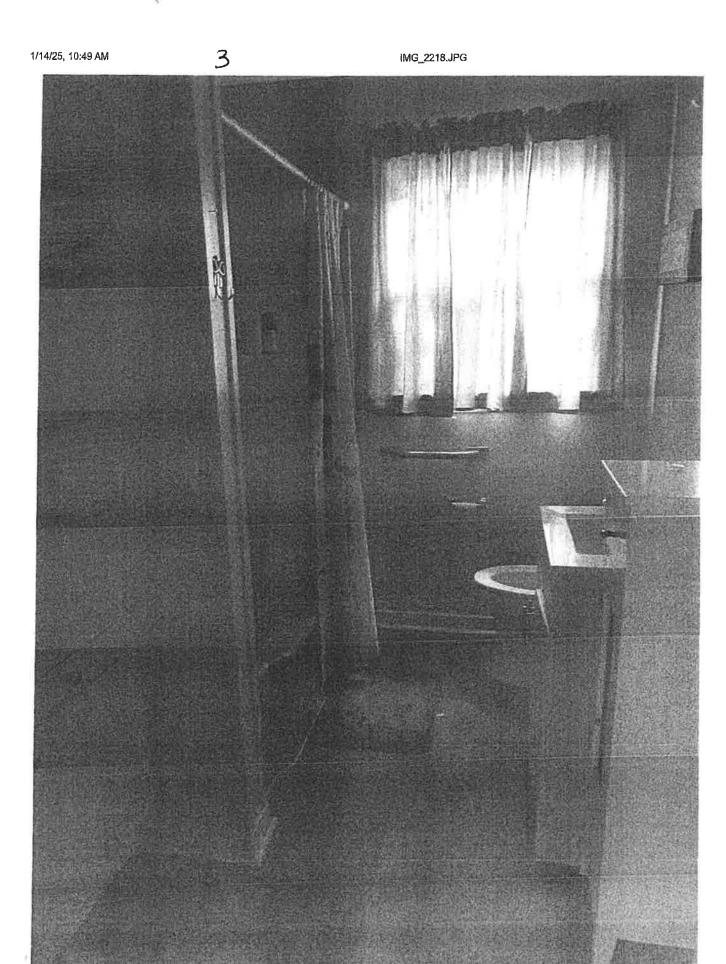




HOPE LIVES is our new 3<sup>rd</sup> home in Canton, designed for independent living. The 5 women who live here have proven they are ready to be on their own after completing both previous phases but either can't yet afford to be or is unable to find suitable housing. All bills are paid by the residents, and they enjoy freedom with only a few rules.



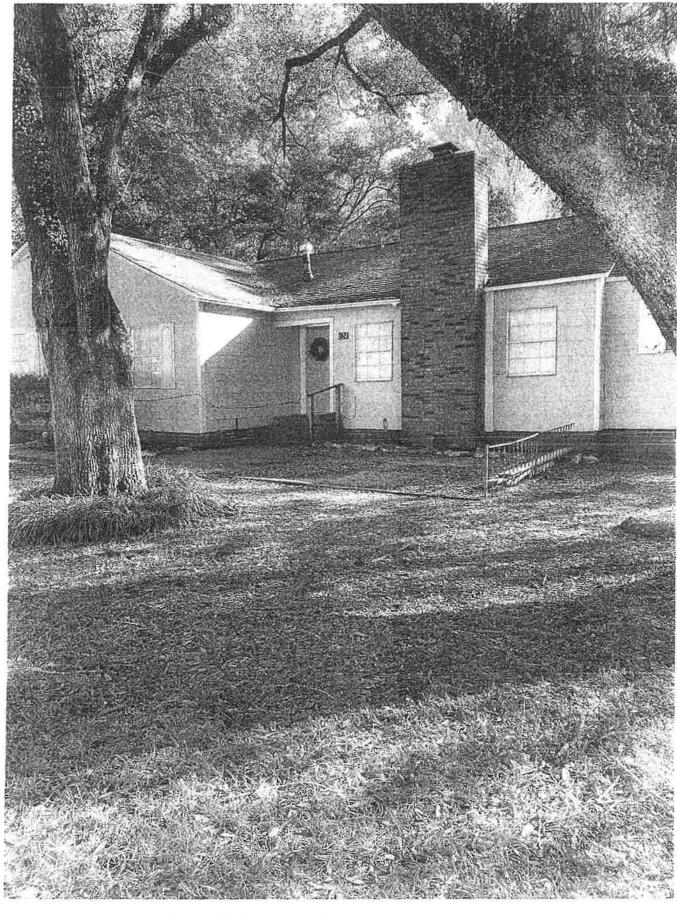


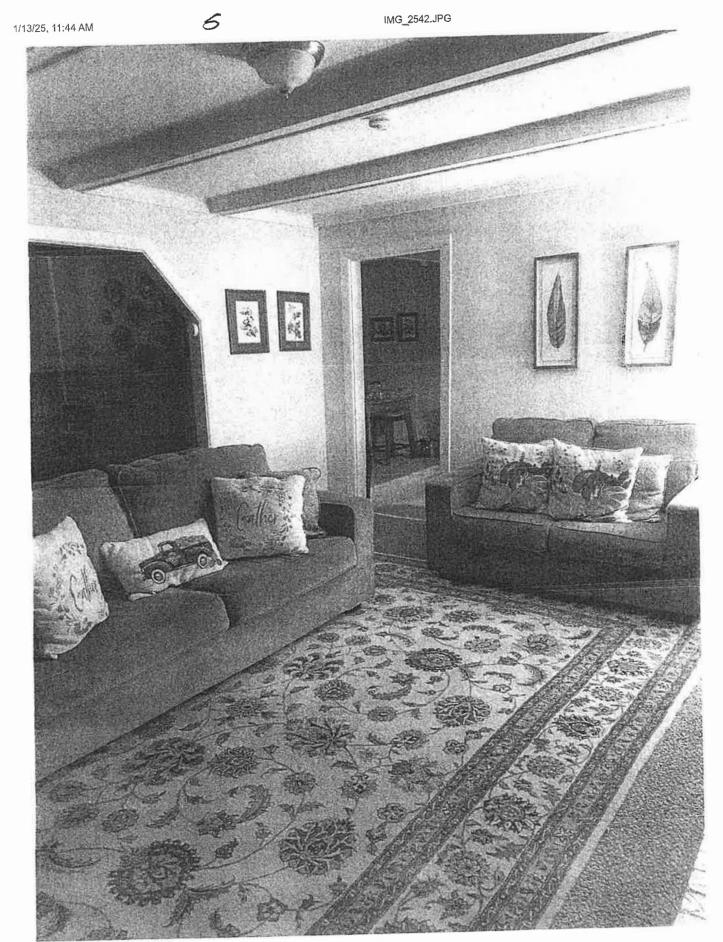












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#### Crossroads Ministries Location Table

| House Type       | Address                            | # of Beds | ADA<br>Compliant | Sex<br>Offender<br>Compliance | Emergency<br>Power |
|------------------|------------------------------------|-----------|------------------|-------------------------------|--------------------|
| Primary Care     | 2353 Highway 51, Madison, MS 39110 | 17        | No               | No                            | No                 |
| After Care       | 3250 S. Liberty, Canton MS 39046   | 9         | No               | No                            | No                 |
| Independent Care | 522 E. Dinkins, Canton MS 39046    | 5         | No               | No                            | No                 |
| Independent Care | 238 Mimosa St., Canton MS 39046    | 5         | No               | No                            | No                 |
| Independent Care | 624 E. Dinkins, Canton MS 3946     | 8         | No               | No                            | No                 |
|                  |                                    |           |                  |                               |                    |

**Total Beds Available** 



|                    |            |            |      | V         |       |       | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |
| Tabatha Dunn       | 11/1/2015  | 4/1/2017   | X    | G         | X     | -     | В         | -           |
| Aleisha Diaz       | 11/14/2015 | 05/04/2016 | Х    | G         | Χ     | -     | -         | Р           |
| Jennifer Damper    | 11/14/2015 | 3/21/2016  | X    | G         | Χ     | -     | В         |             |
| Lilly Fixico       | 11/14/2015 | 5/6/2016   | X    | G         | X     | -     | -         | Р           |
| Constance Courtney | 12/9/2015  | 2/2/2017   | X    | G         | X     | -     | -         | Р           |
| Ashely Smith       | 1/12/2016  | 5/9/2016   | X    | G         | -     | -     | -         | -           |
| Julie Crutcher     | 2/15/2016  | 11/1/2017  | X    | G         | X     |       | -         | Р           |
| Amy Odom           | 3/3/2016   | 3/24/2016  | -    | -         | X     | -     | -         | -           |
| Brandi Hamilton    | 3/4/2016   | 4/14/2016  | X    | NG        | -     |       | -         | -           |
| Amelia Taylor      | 3/23/2016  | 7/1/2017   | X    | G         | X     | -     | -         | Р           |
| Windy Cape         | 3/31/2016  | 10/072016  | Χ    | G         | X     | -     | -         | Р           |
| Jennifer Brumley   | 4/7/2016   | 7/24/2016  | Χ    | G         | X     | -     | -         | Р           |
| Amber Lambert      | 4/8/2016   | 9/19/2016  | Χ    | G         | X     | -     | -         | Р           |
| Rosanna Dokos      | 4/15/2016  | 7/28/2016  | X    | G         |       | -     | -         | -           |
| Katie Williamson   | 4/20/2016  | 4/6/2017   | X    | G         | X     |       | В         | Р           |
| Carin Foster       | 4/28/2016  | 1/19/2017  | X    | G         | X     | -     | -         | Р           |
| Kimberly Barlow    | 4/28/2016  | 10/10/2016 | X    | G         | X     | -     | -         | Р           |
| Nicole Romano      | 5/28/2016  | 11/28/2016 | Χ    | G         | Х     | -     | -         | -           |
| Heather Young      | 6/3/2016   | 12/6/2016  | Х    | G         | X     | -     | -         | P           |
| Bobbi Jo Colson    | 6/17/2016  | 10/11/2016 | Х    | G         | -     | -     | -         | -           |
| Dana Faulkner      | 7/15/2016  | 10/27/2016 | X    | G         | -     | -     | -         | -           |
| Sharon Harris      | 7/26/2016  | 10/11/2016 | X    | G         | -     | _     | -         | -           |
| Jollen Jason       | 8/15/2016  | 9/26/2016  | X    | NG        | -     | -     | В         | -           |
| Ashley Rodgers     | 9/16/2016  | 11/9/2016  | X    | NG        | -     | -     | - 1       | -           |
| Angela Tanner      | 9/19/2016  | 2/2/2017   | X    | G         | -     | -     | -         | -           |
| Sabrina Gaham      | 9/27/2016  | 4/1/2017   | X    | G         | X     | -     | В         | -           |
| Vanessa Pickler    | 9/27/2016  | 3/20/2017  | Χ    | G         | -     |       | -         | -           |
| Kimberly Hertz     | 9/30/2016  | 9/3/2017   | X    | G         | X     | -     | -         | -           |
| Lauren Moody       | 10/11/2016 | 4/6/2017   | Χ    | G         | -     | -     | -         | -           |
| Rachel Srickland   | 10/18/2016 | 2/6/2017   | X    | G         | -     | -     | В         | Р           |
| Mary Ann Redmond   | 10/19/2016 | 4/18/2017  | X    | G         | Χ     | -     | -         | Р           |
| Robin Sweat        | 10/24/2016 | 11/7/2016  | X    | NG        | -     | -     | -         | -           |
| Anita Smith        | 11/10/2016 | 3/10/2017  | Χ    | G         | -     | -     | -         | =           |
| Mary Beth Gannon   | 11/10/2016 | 3/10/2017  | X    | G         | -     |       | -         | -           |
| Sharon Stone       | 11/10/2016 | 3/4/2017   | Χ    | G         | X     |       | -         | -           |
| Alison Homes       | 11/17/2016 | 6/1/2018   | Χ    | G         | X     | -     | В         |             |
| Maura Gerald       | 12/1/2016  | 5/31/2017  | X    | G         | Χ     | -     | В         | Р           |



|                    |            |            |      |           |       |                  | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|------------------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.             | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | Х,Ү  | G,NG      | Х,Ү,- | X,Y,-            | В,-       | P,-         |
| Tiffany Bounds     | 12/12/2016 |            | X    | G         | X     | -                | -         | Р           |
| Jennie Rowe        | 12/19/2016 |            | X    | G         | -     | -                | -         | -           |
| Mary Prescott      | 12/19/2016 | 4/15/2017  | X    | G         | X     | -                | В         |             |
| Ashleigh Hanberry  | 1/20/2017  | 5/16/2017  | X    | G         | -     | -                | -         | -           |
| Jennifer Brady     | 2/2/2017   | 6/2/2017   | X    | G         | -     | -                | В         | -           |
| Courtney Stonehard | 2/17/2017  | 6/16/2017  | X    | G         | X     | -                | -         | -           |
| Erin Alford        | 2/21/2017  | 4/10/2017  | X    | G         | -     | -                | В         | -           |
| Laura Hethcox      | 2/27/2017  | 8/31/2017  | X    | G         | Χ     | -                | -         | Р           |
| Johanna Dillon     | 3/20/2017  | 7/20/2017  | X    | G         | X     | -                | -         | - 4         |
| April Williams     | 3/23/2017  | 5/1/2017   | X    | G         | -     | _                | -         |             |
| Cheryl Barber      | 4/5/2017   | 8/2/2017   | X    | G         | -     | -                | -         | -           |
| Kimberly Hill      | 4/18/2017  | 10/18/2017 | X    | G         | -     | -                | -         | -           |
| Margaret Chambers  | 4/25/2017  | 10/31/2017 | Х    | G         | Х     | -                | •         | Р           |
| Holly Rorie        | 5/3/2017   | 6/1/2018   | Х    | G         | Х     | -                | -         | Р           |
| Amanda Marshall    | 5/9/2017   | 9/1/2017   | Х    | G         | _     | -                | -         | -           |
| Kristie Keith      | 5/30/2017  | 11/30/2017 | Х    | G         | Х     | -                | В         | -           |
| Tiffany Crabtree   | 6/8/2017   | 5/1/2018   | Х    | G         | Х     | -                | -         | Р           |
| Melissa Dykgraaf   | 6/10/2017  | 5/11/2018  | X    | G         | Х     | -                | - 1       | Р           |
| Ashley Thompson    | 6/14/2017  | 3/19/2019  | X    | G         | X     | -                | -         | Р           |
| Julie Wadkins      | 6/14/2017  | 12/16/2017 | X    | G         | -     | -                | -         | -           |
| Tiffany Halversen  | 7/6/2017   | 12/19/2017 | X    | G         | -     | -                | -         | -           |
| Gwendolyn Nicholas | 8/9/2017   | 8/15/2019  | Х    | G         | X     | -                | -         | Р           |
| Jessica Devers     | 8/9/2017   | 12/19/2017 | Х    | G         | X     | -                | _         | -           |
| Ashley Sunday      | 8/22/2017  | 11/5/2017  | X    | NG        | -     | -                | В         | Р           |
| Kandi Brown        | 9/21/2017  | 1/18/2017  | X    | G         | -     | -                | -         | -           |
| Diane Robinson     | 9/28/2017  | 2/14/2018  | X    | G         | X     | _                | -         | -           |
| April Richardson   | 10/4/2017  | 1/31/2018  | X    | G         | -     | -                | В         | Р           |
| Reba Haga          | 10/10/2017 | 2/6/2018   | X    | G         | -     | -                | -         | -           |
| Shirley Baier      | 10/10/2017 | 2/3/2018   | Х    | G         | -     | -                | -         |             |
| Toshia Baswell     | 10/10/2017 | 11/5/2017  | X    | NG        | -     |                  | -         | Р           |
| Chelesea Parmenter | 10/17/2017 | 2/11/2018  | X    | G         | -     | _                | -         | -           |
| Amber Ard          | 10/25/2017 | 2/20/2018  | X    | G         | -     | ( <del>=</del> ) | _         | 120         |
| Misty Cato         | 10/25/2017 | 1/30/2019  | X    | G         | Х     | -                | -         | Р           |
| Feleisha Gallard   | 11/1/2017  | 2/25/2018  | X    | G         | -     | -                | -         | -           |
| Kansas Taeschner   | 11/2/2017  | 5/2/2017   | X    | G         | X     | -                | В         | Р           |
| Kelly Morgan       | 12/13/2017 | 6/8/2018   | X    | G         | X     | -                | -         | -           |



| 7/4**              |            |            |      |           |       |       | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |
| Shekila McAlister  | 1/11/2018  | 5/10/2018  | X    | G         | -     | -     | -         | -           |
| Theresa Jones      | 1/11/2018  | 6/29/2018  | X    | G         | -     | -     | -         | Р           |
| Samatha Herrington | 1/25/2018  | 5/20/2018  | X    | G         | -     | -     | В         | Р           |
| Katie Williamson   | 2/11/2018  | 9/15/2018  | X    | G         | Χ     | -     | В         | Р           |
| Chrissy Poindexter | 2/12/2018  | 8/10/2018  | Х    | G         | Χ     | -     | -         | -           |
| Jolona Lambert     | 3/5/2018   | 8/28/2018  | X    | G         | Χ     | -     | -         | -           |
| Layla Adams        | 3/8/2018   | 9/3/2018   | X    | G         | Χ     | -     | -         | -           |
| Feleica Jones      | 3/14/2018  | 9/11/2018  | Х    | G         | Χ     | -     | В         | Р           |
| Lisa Davdison      | 3/21/2018  | 9/2/2018   | X    | G         | X     | -     | -         | -           |
| Jessica Nix        | 3/26/2018  | 8/11/2018  | Х    | NG        | -     | -     | В         | Р           |
| Jill Miller        | 3/28/2018  | 7/23/2018  | Х    | G         | -     | -     | -         | -           |
| Jessica Hester     | 4/9/2018   | 8/13/2018  | Х    | NG        | -     | -     | -         | -           |
| Mindy Davis        | 4/26/2018  | 8/23/2018  | Х    | G         | -     | -     |           | -           |
| Kennetha Winston   | 5/8/2018   | 7/11/2018  | Х    | NG        | -     | -     | -         | •           |
| Emily Hurd         | 5/11/2018  | 4/25/2019  | Х    | G         | Х     | -     | -         | Р           |
| Jessica Hodges     | 5/14/2018  | 8/13/2018  | Х    | NG        | -     | -     | -         | -           |
| Ashley Amos        | 5/15/2018  | 9/16/2018  | Х    | G         | -     | -     | F.        | -           |
| Sandra Travis      | 5/15/2018  | 9/16/2018  | Х    | G         | -     | -     | -         | -           |
| Courtney Smith     | 5/16/2018  | 7/3/2018   | Х    | NG        | -     | -     | В         | -           |
| Shanice Waller     | 5/16/2018  | 4/24/2019  | Х    | G         | Χ     | -     | -         |             |
| Holly Moore        | 6/1/2018   | 6/13/2018  | X    | NG        | -     | -     | -         | -           |
| Tyeshia Gibson     | 6/1/2018   | 7/27/2018  | Х    | NG        | -     | -     | -         | -           |
| Angela Presson     | 6/6/2018   | 1/31/2019  | X    | G         | -     | -     |           | Р           |
| Rebecca Emler      | 6/28/2018  | 6/28/2018  | X    | G         | -     | -     | -         | -           |
| Kendra Scruggs     | 7/12/2018  | 1/7/2019   | Х    | G         | Χ     |       | -         | -           |
| Tiffany Burrell    | 7/12/2018  | 8/9/2018   | X    | G         | -     | -     | -         | -           |
| Allison Engle      | 7/16/2018  | 1/6/2019   | X    | G         | Χ     | -     | 12        | -           |
| Stacy Hill         | 7/23/2018  | 12/19/2018 | X    | G         | Χ     | •     | -         | -           |
| Pamela Sims        | 7/27/2018  | 12/19/2018 | X    | G         | Χ     | -     | -         | -           |
| Deanna Dickerson   | 8/7/2018   | 9/30/2019  | X    | G         | Х     | -     | -         | Р           |
| Victoria Jasch     | 8/7/2018   | 9/26/2018  | Х    | NG        | -     | -     | В         | -           |
| Joy Corrinan       | 8/14/2018  | 1/23/2019  | X    | G         | Х     | -     | -         | -           |
| Sarah Shapiro      | 8/14/2018  | 11/28/2018 | X    | G         |       | -     | -         | -           |
| Mary Morgan Powell | 8/15/2018  | 9/21/2018  | Х    | G         | -     | _     | 2-        | •           |
| Rebecca White      | 8/16/2018  | 9/6/2018   | X    | G         | -     | -     | #5        | -           |
| Lori Cox           | 8/20/2018  | 1/20/2019  | X    | G         | -     | 42    | - 1       | -           |



|                   |            |            |      |           |       |       | Back      | Stayed Past |
|-------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                   | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME              | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | Р,-         |
| Ashley Ferguson   | 9/5/2018   | 1/9/2019   | X    | G         |       | -     | -         | -           |
| Jessica Wright    | 9/6/2018   | 3/2/2019   | Х    | NG        |       | -     | -         | -           |
| Shonnon Carlson   | 9/7/2018   | 11/20/2019 | Х    | G         | Х     | -     | -         | -           |
| Kimberely Files   | 9/11/2018  | 3/4/2019   | X    | G         | Х     | -     | -         | -           |
| Sherry Tomes      | 9/21/2018  | 3/24/2019  | Х    | G         | Х     | -     | -         | -           |
| Andrea Strange    | 9/24/2018  | 3/15/2019  | Х    | G         | Х     | -     | -         | -           |
| Kesha Lewellen    | 9/24/2018  | 1/20/2019  | X    | G         | Χ     | -     | -         | -           |
| Krystal Teston    | 10/4/2018  | 4/3/2019   | X    | NG        | Х     | -     | -         | Р           |
| Angela Williams   | 10/9/2018  | 1/8/2019   | Х    | NG        | -     |       | -         | -           |
| Donna Ford        | 10/18/2018 | 9/25/2019  | Х    | NG        | Х     |       | -         | -           |
| Samatha Hill      | 10/30/2018 | 11/18/2018 | Х    | NG        | -     |       | В         | <u></u>     |
| Cassidy Gurley    | 11/5/2018  | 5/3/2019   | Х    | NG        | Χ     | -     | (=:       | -           |
| Malorie Gallagher | 11/8/2018  | 3/27/2019  | Х    | NG        | X     | -     | ·         |             |
| Susan Bumpous     | 12/5/2018  | 6/2/2019   | Х    | G         | Х     | -     | -         | <u> </u>    |
| Erin Alford       | 12/11/2018 | 2/22/2020  | Х    | G         | Х     | -     | -         | -           |
| Laken Cox         | 12/23/2018 | 5/21/2019  | Х    | G         | X     | -     | В         | *1          |
| Lisa Prince       | 12/26/2018 | 1/11/2019  | X    | NG        | -     | -     | -         | -           |
| Amy Moore         | 1/7/2019   | 5/5/2019   | X    | G         | Х     |       | - 1       | -           |
| Heather Brown     | 1/10/2019  | 3/14/2019  | Х    | NG        | -     | -     | -         | -           |
| Kelly Crowe       | 1/14/2019  | 7/12/2019  | Х    | G         | Х     | -     | В         | :=:         |
| Morgan Fisher     | 1/22/2019  | 7/22/2019  | Х    | G         | Х     | -     | -         | -           |
| Pamela Harvey     | 2/5/2019   | 5/28/2019  | X    | G         | -     | -     | -         | -           |
| Pamela Reynolds   | 2/5/2019   | 8/16/2019  | X    | G         | Х     | -     | В         | -           |
| Christina Baxter  | 2/14/2019  | 2/6/2020   | Х    | G         | -     | -     | -         | -           |
| Sharon Tyson      | 3/5/2019   |            | X    | G         | Υ     | -     | -         | Р           |
| Carin Foster      | 3/12/2019  | 6/13/2019  | X    | G         | -     |       | -         | -           |
| April McEwen      | 3/19/2019  | 8/2/2019   | X    | G         | Х     | -     | -         | -           |
| Magen Nunley      | 3/22/2019  | 9/17/2019  | Х    | G         | Х     | -     | -         |             |
| Stephanie Huggins | 3/22/2019  | 9/17/2019  | Х    | G         | Х     | -     | -         | -           |
| Janice Wilcher    | 3/26/2019  | 7/25/2019  | X    | G         | -     | -     | 2-        |             |
| Angel Carroway    | 5/1/2019   | 7/22/2019  | X    | G         | -     | -     | В         | -           |
| Ashley Dilworth   | 5/13/2019  | 5/18/2019  | X    | G         | -     | -     | - 1       | -           |
| Rita Tuberville   | 5/13/2019  | 11/10/2019 | X    | G         | Х     | -     | -         | -           |
| Erin Grant        | 5/16/23019 | 6/3/2020   | X    | G         | X     | -     | -         | Р           |
| Toni Herford      | 5/16/2019  | 10/28/2019 | Х    | G         | Х     | 2     | -         | - 1         |
| Anna Kerley       | 5/20/2019  | 11/17/2019 | Х    | G         | Υ     | -     | -         | Р           |



|                     |            |            |      |           |       |          | Back      | Stayed Past |
|---------------------|------------|------------|------|-----------|-------|----------|-----------|-------------|
|                     | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.     | To Prison |             |
| NAME                | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-    | В,-       | P,-         |
| Savanna Allen       | 5/21/2019  | 3/17/2020  | Х    | G         | Х     | -        | -         | Р           |
| Stephanie Dykes     | 5/22/2019  | 11/12/2019 | Х    | G         | Х     | -        | -         | -           |
| Sarah Richardson    | 5/28/2019  | 7/21/2019  | Х    | G         | -     | -        | -         | -           |
| Brandi Smith        | 6/1/2019   | 10/12/2019 | Х    | G         | Х     | -        | -         | -           |
| Tasia Johnson       | 7/3/2019   | 7/8/2019   | Х    | NG        | -     | -        | -         | -           |
| Elizabeth Tennis    | 7/11/2019  | 11/22/2019 | Х    | G         | -     | -        | -         | -           |
| Kristina Knox       | 7/11/2019  | 11/20/2019 | X    | G         | Х     | -        | В         | -           |
| Jennifer Ray        | 7/11/2019  | 2/5/2020   | Х    | G         | Х     | -        | -         | -           |
| April Hardin        | 7/11/2019  | 1/6/2020   | X    | G         | Х     | -        | -         | -           |
| Kristina Klause     | 7/16/2019  | 7/18/2019  | Х    | NG        | -     | -        | -         | -           |
| Dana Sweeney        | 7/23/2019  | 1/17/2020  | Х    | G         | Х     | -        | _         | -           |
| Janet Ladner        | 7/23/2019  | 12/8/2019  | Х    | G         | Х     | -        | -         | -           |
| Cassandra Tartt     | 7/31/2019  | 11/23/2020 | X    | G         | Х     | -        | -         | Р           |
| Annie Trybulski     | 8/6/2019   | 12/17/2019 | Х    | G         | -     | -        | -         | -           |
| Amanda Simon        | 8/13/2019  | 2/5/2020   | Х    | G         | Х     | -        | -         | -           |
| Amber Gowan         | 8/21/2019  | 2/15/2020  | Х    | G         | Х     | <u>=</u> | -         | -           |
| Ashley Amos         | 8/23/2019  | 4/16/2021  | Х    | G         | X     | -        | -         | Р           |
| Hayden Williams     | 9/10/2019  | 1/1/2020   | Х    | G         | -     | -        | -         | _           |
| Rebecca Ellers      | 9/11/2019  | 1/31/2020  | Х    | G         | -     | -        |           | -           |
| Sandra Sumlin       | 9/18/2019  | 2/6/2020   | X    | G         | Х     | -        | -         | -           |
| June Moore          | 9/23/2019  | 1/15/2020  | Χ    | G         | -     | -        | -         | -           |
| Brandy Barrett      | 10/14/2019 | 4/24/2020  | Х    | G         | Х     | - v      | -         | Р           |
| Morgan Gray         | 10/18/2019 | 2/5/2020   | X    | G         | -     | -        | -         |             |
| Amber Leech         | 10/30/2019 | 3/14/2020  | X    | G         | X     | -        | -         | -           |
| Summer Monroe       | 11/4/2019  | 4/7/2020   | X    | NG        | -     | -        | -         | *           |
| Sara Pace           | 11/6/2019  | 11/16/2020 | X    | G         | Х     | -        |           | Р           |
| Eva-Joslyn Brandenb | 11/7/2019  | 5/16/2019  | Χ    | G         | Χ     | -        | -         | Р           |
| Christina Mouring   | 11/12/2019 | 11/19/23   | X    | G         | X     | X        | -         | Р           |
| Nikki Fontenot      | 11/18/2019 | 4/3/2020   | X    | G         | X     | -        | -         | -           |
| Tanya Thornton      | 11/25/2018 | 3/30/2020  | X    | G         | -     | -        | -         | -           |
| Robin Saxon         | 12/2/2019  | 5/27/2019  | X    | G         | -     | -        | -         | -           |
| Cassandra Landon    | 12/16/2019 | 4/23/2020  | X    | G         | -     | -        | -         | -           |
| Samantha Naylor     | 12/17/2019 | 12/5/2020  | X    | G         | Х     | -        | -         | Р           |
| Tina Munn           | 1/21/2020  | 9/4/2020   | Х    | G         | Х     | -        | -         | Р           |
| Melissa Payne       | 2/5/2020   | 3/23/2020  | X    | NG        | -     | -        | -         | 74          |
| Sherry Newell       | 2/6/2020   | 6/5/2020   | Х    | G         | •     | -        | -         |             |



|                     |            |            |      |           |       |          | Back           | Stayed Past |
|---------------------|------------|------------|------|-----------|-------|----------|----------------|-------------|
|                     | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.     | To Prison      | 6 months    |
| NAME                | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-    | В,-            | P,-         |
| Jessica Upton       | 2/10/2020  | 9/25/2020  | X    | G         | -     | -        | В              | -           |
| Brandy Hamilton     | 2/20/2020  | 6/22/2020  | X    | G         |       | -        | -              | -           |
| Christine Creel     | 2/24/2020  | 8/28/2020  | Х    | G         | X     | -        | -              | -           |
| Heather Parker      | 2/26/2020  | 8/21/2020  | Х    | G         | Х     | -        | -              | -           |
| Sandra Merritt      | 2/26/2020  | 7/2/2020   | Х    | G         | Х     | -        | -              | -           |
| Debra Cagle         | 3/6/2020   | 7/2/2020   | X    | G         | -     | -        | -              | -           |
| Jayne Tubbs         | 3/17/2020  | 7/10/2020  | Х    | G         | -     | -        | -              | -           |
| Elysia Boland       | 3/20/2020  | 03/10/2021 | Х    | G         | Х     | -        | -              | Р           |
| Bridgett Tanner     | 4/1/2020   | 12/5/2020  | Х    | G         | Х     | -        | -              | Р           |
| Robin Defoor        | 4/17/2020  | 8/10/2020  | X    | G         | -     | -        | -              | -           |
| Sara Kerely         | 4/24/2020  | 8/21/2020  | Х    | G         | -     | -        | -              | -           |
| Dawn Thomas         | 5/12/2020  | 11/1/2020  | Х    | G         | Х     | -        | В              | •           |
| Dorothy Wood        | 6/2/2020   | 10/28/2020 | X    | G         | X     | -        | -              | -           |
| Courtney Stonhouse  | 6/10/2020  | 8/6/2020   | Х    | NG        | -     | 12       | 7-0            |             |
| Elizabeth Pickering | 6/24/2020  | 7/13/2020  | Х    | NG        | -     | -        | 3 <del>4</del> | -           |
| Kelly Crowe         | 6/25/2020  | 1/25/2021  | Х    | G         | -     | -        | -              | -           |
| Bobbi Carnety       | 7/2/2020   | 10/30/2021 | Х    | G         | X     |          | -              | Р           |
| Brigette Lamey      | 7/7/2020   | 11/11/2020 | Х    | G         | -     | -        | В              | 120         |
| Brgitte Lynchard    | 7/7/2020   | 9/28/2021  | Х    | G         | Х     | -        | -              | Р           |
| Nancy Stanfield     | 7/9/2020   | 11/02/2020 | Х    | G         | -     | <u> </u> | -              | -           |
| Martha Gilbert      | 7/15/2020  | 11/02/2020 | Х    | G         | -     | <u>u</u> | -              | -           |
| Tekeya Robinson     | 7/24/2020  | 7/23/2221  | X    | G         | X     | =        | -              | Р           |
| Tabitha Graves      | 7/29/2020  | 10/30/2021 | X    | G         | Х     | =        | -              | Р           |
| Barbara Firestone   | 8/20/2020  | 12/21/2020 | Х    | G         | -     | -        | -              | -           |
| Jenny Romine        | 8/24/2020  | 12/21/2020 | Х    | G         | -     | -        | -              | -           |
| Kayla Moody         | 8/26/2020  | 2/26/2021  | Х    | G         | -     | -        | -              | 19 <b>4</b> |
| Jaime Tidwell       | 8/28/2020  | 1/25/2021  | Х    | G         | _     | -        |                |             |
| Layla Adams         | 8/30/2020  | 10/03/21   | Х    | G         | X     | -        | -              | Р           |
| Samantha Woods      | 9/8/2020   | 1/20/2021  | X    | G         | Х     | -        | -              | -           |
| Johnnie Guthrie     | 9/15/2020  | 02/05/2021 | X    | G         | -     | -        | -              | -           |
| Kathrine Cochran    | 10/3/2020  | 2/22/2021  | Х    | G         | -     | -        | -              | -           |
| Ashley Brinkman     | 10/27/2020 | 2/23/2021  | X    | G         | -     | -        | -              | -           |
| Miranda Romansik    | 11/10/2020 | 1/20/2021  | X    | NG        | -     | -        | В              | -           |
| Jessca Devers       | 11/11/2020 | 04/01/2021 | Х    | G         | X     | -        | -              | Р           |
| Candice Dawn        | 11/24/2020 | 11/26/2020 | Х    | NG        | -     | -        | -              | -           |
| Lindsea Gray        | 12/1/2020  | 07/06/2021 | Х    | G         | Х     | -        | -              | Р           |



|                   |            |            |      |           |       |       | Back      | Stayed Past |
|-------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                   | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME              | CROSSROADS | CROSSROADS | Х,Ү  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |
| Allison Jourdan   | 12/2/2020  | 5/28/2021  | Х    | G         | -     | -     | -         | -           |
| Jessica Wilder    | 12/9/2020  | 06/25/2021 | Х    | G         | -     | -     | -         | -           |
| Rachel Reddit     | 12/11/2020 | 4/26/2021  | Х    | G         | -     | -     | -         |             |
| Kansas Taeschner  | 12/29/2020 | 4/20/2021  | Х    | G         | Х     | -     | -         | -           |
| Dorothy Wood      | 1/16/2021  | 4/30/2021  | Х    | G         | Х     | -     |           | -           |
| Theresa Peterson  | 1/19/2021  | 5/16/2021  | X    | G         | -     | - :   |           | -           |
| Griselda Albarran | 1/21/2021  | 10/30/2021 | Х    | G         | Х     | -     | -         | -           |
| Dixie Mathes      | 1/25/2021  | 6/14/2021  | Х    | G         | X     | -     | -         | _           |
| Tayrn Fields      | 2/2/2021   | 5/24/2021  | Х    | G         | Х     | -     | -         | _           |
| Vicikie Hartzell  | 2/21/2021  | 10/06/2021 | Х    | G         | Х     | -     | -         | Р           |
| Mariah Hutcherson | 2/24/2021  | 3/7/2021   | Х    | NG        | -     | -     | -         | -           |
| Kristy Clardy     | 3/16/2021  | 09/30/2023 | X    | G         | Х     | -     | -         | Р           |
| Katie Snyder      | 3/17/2021  | 4/20/2021  | Х    | NG        | -     | -     | - 1       | -           |
| Angela Applegate  | 4/10/2021  | 08/07/2021 | X    | G         | -     | -     | -         | -           |
| Rebecca Kerrigan  | 4/12/2021  | 08/06/2021 | Х    | G         |       | -     |           | -           |
| Brittany Stewart  | 4/15/2021  | 08/27/2021 | X    | G         | -     | -     |           | -           |
| Madison Dowdy     | 4/24/2021  | 08/03/2021 | X    | NG        | -     | -     | -         | -           |
| Aundrea Mitchell  | 4/30/2021  | 9/14/2021  | X    | G         | -     | -     | -         |             |
| Kristen Roberts   | 5/4/2021   | 09/05/2021 | X    | G         | -     | -     | 14        | -           |
| Rhonda King       | 5/6/2021   | 10/20/22   | X    | G         | Χ     | X     | -         | Р           |
| Megan Pickler     | 5/11/2021  | 11/25/2021 | X    | G         | Χ     | -     | - 1       | -           |
| Memory Beckham    | 5/18/2021  | 09/02/2021 | X    | G         | -     | -     | - 1       | -           |
| Christi Knight    | 5/22/2021  | 11/24/22   | X    | G         | Χ     | X     | -         | Р           |
| Trenica Daniels   | 6/2/2021   | 6/30/2021  | X    | NG        | -     | -     | -         | -           |
| Alena Weaver      | 6/3/2021   | 11/24/22   | X    | G         | Χ     | X     | -         | Р           |
| Cassidy Lynch     | 6/4/2021   | 9/29/2021  | X    | G         | -     | -     | -         | -           |
| Regina Hosack     | 6/16/2021  |            | X    | G         | X     | Y     |           | Р           |
| Lori Fowler       | 6/17/2021  | 10/12/2021 | Х    | G         | -     | -     | -         | -           |
| Kesha Bowen       | 6/27/2021  | 4/23/23    | Χ    | G         | Χ     | X     | -         | Р           |
| Robin Beckman     | 7/1/2021   | 10/30/2021 | X    | G         | -     | -     | -         | -           |
| Brianna Pierce    | 7/19/2021  | 1/14/22    | Х    | G         | Χ     | -     | -         | -           |
| Rykesha Davis     | 8/10/2021  | 11/29/2021 | X    | NG        | -     | -     | -         | -           |
| Georgia Sloan     | 8/20/2021  |            | X    | G         | Χ     | Υ     | -         | P           |
| Brittany Anderson | 8/24/2021  | 2/11/22    | Χ    | G         | Χ     | -     | - 1       | -           |
| Kimberly Crum     | 8/24/2021  | 1/14/2022  | Χ    | G         | Χ     | -     | -         |             |
| Elizabeth Poor    | 9/29/2021  | 5/24/23    | Χ    | G         | Χ     | Х     | -         | Р           |



|                    |            |            |      |           |       | ,                | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|------------------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.             | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-            | В,-       | Р,-         |
| Carol Dearman      | 10/5/2021  | 1/26/2022  | X    | G         | X     | -                | -         |             |
| Erin Burton        | 10/18/2021 | 12/21/2021 | X    | NG        | -     | -                | -         | -           |
| Haley Bass         | 10/21/2021 | 9/16/2022  | X    | G         | Х     | -                | -         | Р           |
| Keena Adair        | 10/21/2021 | 12/10/2021 | X    | NG        | -     | -                | -         | -           |
| Stephani Rodriguez | 11/30/2021 | 01/03/22   | X    | NG        | -     | -                | -         | -           |
| Leah Harvey        | 12/9/2021  | 1/24/23    | X    | G         | X     | -                | -         | Р           |
| Shantel Jones      | 12/17/2021 | 6/25/23    | X    | G         | X     | X                | -         | Р           |
| Elizabeth Campeau  | 12/28/2021 | 8/3/2022   | X    | G         | Χ     | -                | -         | -           |
| Peggy Starns       | 12/30/2021 | 4/15/22    | X    | G         | -     | -                | -         |             |
| Trisha Lindsey     | 01/04/22   | 7/17/2022  | Х    | G         | Χ     | -                | -         | -           |
| Gillian Wehrle     | 01/04/22   | 02/04/22   | Х    | NG        | -     | -                | -         | -           |
| Robin Spencer      | 1/18/22    | 3/5/22     | Х    | NG        | -     | -                | -         | -           |
| Kenida Harris      | 1/24/22    | 3/17/22    | X    | NG        | -     |                  | -         | -           |
| Belinda Voyles     | 1/24/22    | 5/13/2013  | X    | G         | -     | -                | -         | -           |
| Laronda Nichols    | 1/24/22    | 1/26/22    | Х    | NG        | -     | -                | -         | *           |
| Sharene Williams   | 02/07/22   | 7/17/2022  | X    | G         | -     | - 1 <del>-</del> | -         | 780         |
| Malika Hubbard     | 02/07/22   | 2/13/22    | Х    | NG        | -     | -                | В         |             |
| Candace Jones      | 2/10/22    | 3/17/22    | Х    | NG        | -     | -                | В         | -           |
| Brittany Stevens   | 2/13/22    | 2/17/22    | Х    | NG        | -     | -                | -         | -           |
| Debbie Bishop      | 3/10/22    | 9/2/2022   | Х    | G         | Х     | -                | -         | -           |
| Lasheka Williams   | 3/30/22    | 11/7/22    | Х    | G         | Х     | -                | -         | -           |
| Melissa Ponds      | 3/30/22    | 04/05/2022 | Х    | NG        | -     | -                | -         |             |
| Daylnn Mason       | 04/04/2022 | 8/11/2022  | X    | G         | -     | _                | -         | -           |
| Laura Jamison      | 4/5/2022   | 9/8/2022   | Х    | G         | -     | -                | -         | -           |
| Crystal James      | 04/08/2022 | 11/07/22   | Х    | G         | Х     | -                | В         | -           |
| Angela Posner      | 4/12/2022  | 8/19/2022  | Х    | G         | -     | -                | -         | I R         |
| Valerie Warren     | 4/12/2022  |            | Х    | G         | Х     | Υ                | -         | Р           |
| Candra CLark       | 4/12/22    | 8/1/2022   | X    | NG        | -     | -                | -         | -           |
| Lilly Fixico       | 4/18/2022  | 7/11/2022  | Х    | NG        | Х     | -                | -         | -           |
| Jessica Devers     | 05/01/2022 |            | Υ    | G         | X     | X                | -         | Р           |
| Holly Bentley      | 07/01/2022 | 8/2/2022   | Х    | NG        | -     | -                | -         | -           |
| Shaelunda Kirkland | 07/08/2022 | 7/15/2022  | X    | NG        | -     | -                | -         | -           |
| Susan Masey        | 07/11/2022 | 11/07/22   | Х    | G         | -     | -                |           | -           |
| Raven Sanders      | 07/20/2022 | 1/30/23    | Х    | G         | X     | -                | -         | -           |
| Allie McIntyre     | 07/20/2022 | 1/30/23    | Χ    | G         | X     | -                | - 1       | -           |
| Alexis Hardin      | 08/01/2022 | 1/23/23    | Χ    | G         | Х     | -                | -         | -           |



|                    |            |            |      |           |       |       | Back        | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|-------|-------------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison   | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-         | Р,-         |
| Crystal Harveston  | 08/09/2022 | 11/07/22   | X    | G         | Χ     | Υ     | -           | Р           |
| April Hardin       | 08/10/2022 | 6/19/23    | X    | G         | X     | -     | -           | -           |
| Cassidy Gurley     | 08/17/2022 | 6/15/23    | X    | G         | X     | X     | -           | -           |
| Addison Conrad     | 08/24/2022 | 5/13/23    | Х    | G         | X     | -     | -           | -           |
| Melissa Turner     | 08/29/2022 | 12/11/22   | Χ    | G         | -     | -     | -           | -           |
| Jas Montgomery     | 09/06/2022 | 9/25/2022  | Χ    | NG        |       |       | -           | -           |
| Amanda Reeves      | 9/16/2022  | 9/23/23    | Х    | G         | Х     | Х     | =           |             |
| Sarah Kwilas       | 9/16/2022  | 4/12/23    | Х    | G         | Х     | 27    | *           | -           |
| Jenifer Bates      | 9/30/2022  | 8/23/23    | Х    | G         | Х     | 91    | -           | Р           |
| Vanessa Pickler    | 10/05/22   | 1/15/23    | Х    | G         | 121   | (4)   |             | _           |
| Valerie Black      | 10/09/22   | 3/30/23    | Х    | G         | Х     | -     | -           | 196         |
| Brandy Welch       | 10/11/22   | 2/12/23    | Χ    | G         | -     | -     | -           | ~           |
| Stephanie Daniels  | 10/15/22   | 11/06/23   | Х    | G         | Х     | -     |             | Р           |
| Victoria Torres    | 10/18/22   | 2/12/23    | Х    | G         | 190   | 180   | -           | *           |
| Shaina Morgan      | 10/24/22   | 2/21/23    | Х    | G         | 8#9   |       | -           |             |
| Rachel Little      | 11/01/22   | 6/25/23    | Χ    | G         | Х     | 30    |             | -           |
| Starlite Touchton  | 11/07/22   | 3/10/23    | Χ    | G         |       | 22    | -           | -           |
| Angela Williams    | 11/23/22   | 3/8/23     | Χ    | G         | -     | -     | -           | 9           |
| Angel Daniels      | 11/28/22   | 3/19/23    | Х    | G         |       | 44    |             | -           |
| Catherine Deckard  | 11/28/22   | 3/19/23    | Χ    | G         | *     | -     | _           | ~           |
| Shala Brewster     | 12/01/22   | 05/05/23   | Х    | G         | Х     |       |             | 4           |
| Melissa Elliot     | 12/01/22   | 5/23/23    | Х    | G         |       | -     | -           | (4)         |
| Amanda Morales     | 12/30/22   | 2/23/24    | Х    | G         | -     | Х     | -           | Р           |
| Brianna Hall       | 2/7/22     | 10/30/23   | Х    | G         | Х     | =     | -           | 9 ·         |
| Sarah Clark        | 2/13/23    | 6/14/23    | Х    | G         |       | -     | - 1         |             |
| Peggy Sue Courtney | 2/17/2023  | 2/23/24    | Х    | G         |       | Х     |             | Р           |
| Matasha Harris     | 2/28/23    | 3/31/23    | Х    | NG        | - v   | -     |             | -           |
| Mandy Pope         | 3/8/23     |            | Х    | G         | Х     | Υ     | -           | Р           |
| Yulonda Bankston   | 3/14/23    | 7/11/23    | Χ    | G         | *     | -     | -           | 14          |
| Bethany Partridge  | 3/21/23    | 08/07/23   | Х    | G         | Х     | -     | ×           | -           |
| Nikki Montgomery   | 3/22/23    | 3/22/23    | Х    | NG        | 35    |       | 141         |             |
| Kimberly Heathcoe  | 3/27/23    | 8/16/23    | Χ    | G         | х     | =     | -           |             |
| Jamaika Rutledge   | 4/4/23     | 8/24/23    | Х    | G         | х     | 345   | :           |             |
| Kaylee Jackson     | 4/6/23     | 10/25/23   | Х    | G         | Х     |       | (: <b>*</b> | 3           |
| Nanette Manning    | 4/6/23     | 9/13/23    | Χ    | G         | 14    | ie.   | 7.5         | -           |
| Courtney Collins   | 4/10/23    | 8/16/23    | Х    | G         |       | ia.   | -           | E           |



1/19/24

05/10/24

Х

NG

Back Stayed Past **ARRIVED AT EXIT** Ph I Graduated Ph II Ind. To Prison 6 months NAME CROSSROADS CROSSROADS X,Y G,NG X,Y,-X,Y,-В,-P,-Denise Williamson 4/10/2023 12/01/23 Χ G Χ -Р Carol Mitchell 4/10/23 8/24/23 X NG Shelia Cleveland 4/26/23 8/24/23 X NG Tonya Cutrer 5/1/23 Χ В 10/17/23 G Amanda Pruitt 5/9/23 Ρ 12/09/23 Χ G Χ В Melissa Delgado Χ Χ 5/10/23 1/23/24 G Ρ Χ Kelli Lee 6/5/23 9/17/23 Χ G Mary Segura 6/13/23 8/23/23 Χ NG Barbara Byers 6/27/23 10/15/23 Χ G Jessica Cochran 6/27/23 12/09/23 Χ G В -Tomi Fairley 6/27/23 В 9/20/23 X NG -Amy Dougherty 7/3/23 Χ G Х 12/03/23 -Stacy Bass 7/5/23 05/08/24 Χ G Lisa Patterson Χ Υ P 7/25/23 Χ G Latasha Jones 7/28/23 Χ Χ Р 05/04/24 G -Stephanie Chandler 8/15/23 2/2/24 Χ G Χ Kim Herrington 8/22/23 X Р 06/01/24 Χ G X Anna wilkens 9/1/23 01/07/24 Χ G -Jami Casey 9/6/23 1/6/24 G Rianne Russell 9/7/23 01/07/24 X G Tiffany Richmond 10/4/23 02/04/24 X G Shamika Terry 10/19/23 1/19/24 Χ NG В . Katie Thompson 10/26/23 05/18/24 Χ G X -Patience Glass 10/30/23 11/24/23 Х NG Anna Banks 11/6/23 Χ G X Υ Р Victoria Torres 11/6/23 02/06/24 X NG -Jessica Goodwin 11/20/23 1/23/24 X NG В Heather Kersey 11/21/23 03/07/24 X G Judy Lambert 11/28/2023 X G Χ Y Ρ Erin Alford 11/26/23 07/30/24 Χ X G Lynette Harp 12/14/23 Υ G Υ p Cheri Ripp 12/14/23 12/14/2024 Χ G Χ Jessica Saunders 12/21/23 Х Υ G Х Р Chassie Smith 01/10/24 10/28/2024 Χ G X Andi Tucker 1/12/24 X 05/05/24 G Jasmine Thompson



| 4                     |            |            |      |           |       |       | Back      | Stayed Past |
|-----------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                       | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME                  | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |
| Ashley Horton         | 1/19/24    |            | X    | G         | Υ     |       |           | Р           |
| Samantha Babb         | 1/26/24    | 05/09/24   | Х    | NG        |       | -     | -         | 40          |
| Hope Cumberland       | 02/06/24   |            | Х    | G         | Υ     | _     | =:        | Р           |
| Zjahnese Collins      | 2/14/24    | 05/10/24   | Х    | NG        | ~     | -     | -         |             |
| Amanda Hicks          | 2/28/24    | 06/23/24   | Х    | G         | =     | -     | -         | *           |
| Chancie Anderson      | 2/29/24    | 06/23/24   | Х    | NG        | ~     | -     | -         |             |
| Kristen White         | 3/12/24    |            | Х    | G         | -     | Υ     | -         | Р           |
| Amber Zuniga          | 3/18/24    | 06/10/24   | Х    | NG        | -     | -     | -         | -           |
| Stacy Guiltner        | 3/26/24    |            | Х    | G         | Х     | Y     | -         | Р           |
| Angel Daniels         | 03/30/24   |            | Х    | G         | Х     | Y     |           | Р           |
| Erin Burnside         | 04/02/24   | 12/31/2024 | Χ    | G         | Х     | -     | - 1       | Р           |
| Myrtle McCraney       | 04/17/24   | 07/28/24   | Х    | G         | -     | -     |           | -           |
| Amber Lettieri        | 04/19/24   | 08/16/24   | Х    | G         | -     | -     | -         | -           |
| Manda Daniel          | 04/23/24   |            | Х    | G         | Υ     | -     | -         | Р           |
| Jennifer James        | 04/26/24   | 08/29/24   | Х    | G         | -     | -     | -         | -           |
| Shonda Ivey           | 05/03/24   | 06/14/24   | Х    | NG        | -     | -     | -         | ~           |
| Elizabeth Cain        | 05/28/24   | 09/29/24   | Χ    | G         |       | _     | -         | -           |
| Rachel Reeves         | 06/19/24   | 09/29/24   | Х    | G         | -     | _     | -         | -           |
| Malissa Killingsworth | 06/20/24   | 12/05/24   | Х    | G         | -     | -     | -         | -           |
| Roberta Jones         | 06/26/24   | 12/05/24   | Х    | G         | -     | -     | -         |             |
| Melissa King          | 06/27/24   |            | Х    | G         | Χ     | Υ     | -         | -           |
| Tayler Henderson      | 06/28/24   |            | Х    | G         | Χ     | Υ     | -         | -           |
| Brittany Clark        | 07/09/24   | 10/22/24   | Χ    | G         | with  | -     | -         | -           |
| Lauren Lee            | 07/19/24   |            | _X   | G         | Х     | Υ     | -         | -           |
| Linda Oswalt          | 08/01/24   |            | Х    | G         | Υ     | •     |           |             |
| Melissa Deane         | 08/23/24   |            | Χ    | G         | Υ     | -     | -         | -           |
| Dana Dodge            | 09/07/24   |            | Υ    | NG        | -     | -     | -         |             |
| Alyssa Talamantes     | 09/10/24   | 12/31/24   | Χ    | G         | -     | -     |           |             |
| Cynthia Buchner       | 09/24/24   |            | Υ    | NG        | -     | -     | -         | ~           |
| Georgia Dennis        | 10/01/2024 |            | Υ    | NG        | -     | -     | -         |             |
| Maggie Conerly        | 11/01/2024 |            | Υ    | NG        | -     | -     | -         | -           |
| Carrie Reynolds       | 10/04/2024 |            | Υ    | NG        | -     | -     | -         | -           |
| Belinda Parker        | 10/19/2024 |            | Υ    | NG        |       | H     | -         | -           |
| Felicia Richards      | 10/24/2024 |            | Υ    | NG        | -     | -     | - 1       |             |
| Alexandria Batiste    | 11/22/2024 |            | Υ    | NG        | 14    | -     | - 1       | -           |
| Monica Williams       | 11/27/2024 |            | Υ    | NG        | 4     | -     | - 1       |             |



|                 |                   |               |         |            |       |         | Back      | Stayed Past |
|-----------------|-------------------|---------------|---------|------------|-------|---------|-----------|-------------|
|                 | ARRIVED AT        | EXIT          | Ph I    | Graduated  | Ph II | Ind.    | To Prison | 6 months    |
| NAME            | CROSSROADS        | CROSSROADS    | X,Y     | G,NG       | X,Y,- | X,Y,-   | В,-       | P,-         |
| Brandy Crow     | 12/03/2024        |               | Υ       | NG         | -     | -       | •         | -           |
| Audrey Owen     | 12/15/2024        |               | Υ       | NG         | *     | -       |           | -           |
| Felicia Wetzel  | 12/26/2024        |               | Υ       | NG         | •     |         |           | -           |
| Diane Butler    | 12/30/2024        |               | Υ       | NG         | -     | -       |           |             |
| Haley Glasscock | 12/31/2024        |               | Υ       | NG         | •     | -       | -         |             |
| Stefanie West   | 12/31/2024        |               | Y       | NG         | 9.5   | -       | -         | -           |
| Ashley Neely    | 12/31/2024        |               | Y       | NG         |       | -       | -         | *           |
|                 |                   |               |         |            |       |         |           |             |
|                 |                   |               |         |            |       |         |           |             |
| INSERT ROWS AB  | U<br>OVE THE REDI | INE!!!! DO NO | OT INSI | ERT ROWS I | JNDER | THE RED | LINE.     |             |
| TOTALS          | 404               | 366           | 404     | 319        | 188   | 31      | 40        | 95          |

#### NOTES

Column B (Arrived At) must have a valid date

Column C (Exit) must have a valid date, for all who are NO LONGER at Crossroads.

Columns D (Ph 1) must have either a X or Y in every cell.

Column E (Grad) must have either a G or NG in every cell.

Columns F,G (PH 2,PH 3) must have either X,Y, or - in every cell

Column H (Back in Prison) must have either B or - in every cell

Column I (Stayed past 6 months) must have either a P or - in every cell

| NUMBER OF GRADUATES                   | Phase 1 | Grads | Phase II | Phase III  |
|---------------------------------------|---------|-------|----------|------------|
| Total phases out                      | 385     | 319   | 181      | <b>1</b> 5 |
| Total still in a Phase                | 18      |       | 7        | 16         |
| Total In Phase 1 - Not yet Graduated. | 16      |       |          |            |
| Grand Total for a Phase               | 403     |       | 188      | 31         |
|                                       |         |       |          |            |
| Total Current All Houses              | 41      |       |          |            |

| Total Current All Houses                          | 41 |  |
|---|----|--|
| Left the Program without Graduating.              | 68 |  |
| Left the Program without Grad & back in Prison    | 12 |  |
| Left the Program without Grad & NOT back in Priso | 56 |  |



|      |            |            |      |           |       |       | Back      | Staved Past |
|------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|      | ARRIVED AT | EXIT       | Ph I | Graduated | Ph (I | Ind.  | To Prison | 6 months    |
| NAME | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |

Graduated and Back in Prison

28

Recidivism for Graduates

8.78%

**Recidivism for Non Graduates** 

17.65%

% Women back in Prison (Grad & Non Grad)

10.39%

% of All particpants (including current)

23.51%

that Stay past 6 months

% of Graduates that stay past 6 months

29.78%

% of Women that Graduate

82.22%

**GRADUATION RATE** 

# of women past 6 months now back in Prison

11

% of women past 6 months now back in Prison

11.58%



# BOARD OF DIRECTORS 2025

Perry Cliburn
President
122 Klass Blvd
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(224) 622-0948
phcliburn@yahoo.com

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Vice-President
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Pastor Dan Blacksher Member P O Box 846 Brandon, MS 39043 (601) 502-5280 danblacksher@hfcbrandon.org

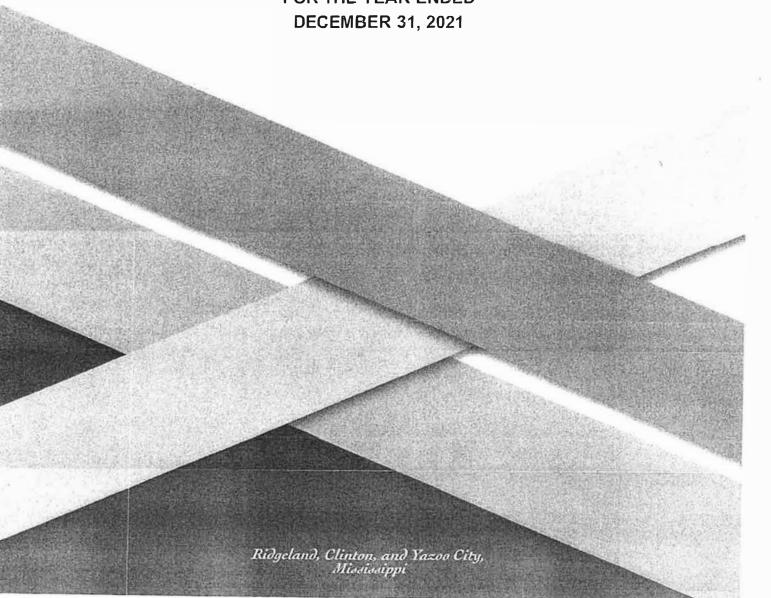
Shannon Moncrief Member 116 Ashbrook Trail Madison, MS 39110 (318) 953-4674 Shannon@sterlingsu.com

Christina Brossette Member 114 Wrangler Way Canton, MS 39046 (601) 953-3005 christina@brossette.us



# CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021





# CROSSROADS OUTREACH MINISTRIES, INC.

# TABLE OF CONTENTS

|   | <u>Page</u>      |
|---|------------------|
| NDEPENDENT ACCOUNTANT'S REVIEW REPORT   | 1                |
| FINANCIAL STATEMENTS Statement of Financial Position Statement of Activities Statement of Functional Expenses Statement of Cash Flows | 3<br>4<br>5<br>6 |
| Notes to Financial Statements   | 7                |

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Chris B. Savell, CPA
Judy W. Shannon, CPA

Member of





#### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors Crossroads Outreach Ministries, Inc. Madison, Mississippi

We have reviewed the accompanying financial statements of Crossroads Outreach Ministries Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2021, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Ministry management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

#### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Crossroads Outreach Ministries, Inc. and to meet our ethical responsibilities in accordance with relevant ethical requirements related to our review.

#### **Accountant's Conclusion**

Sathur, Cuter of Lindong, P.A.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

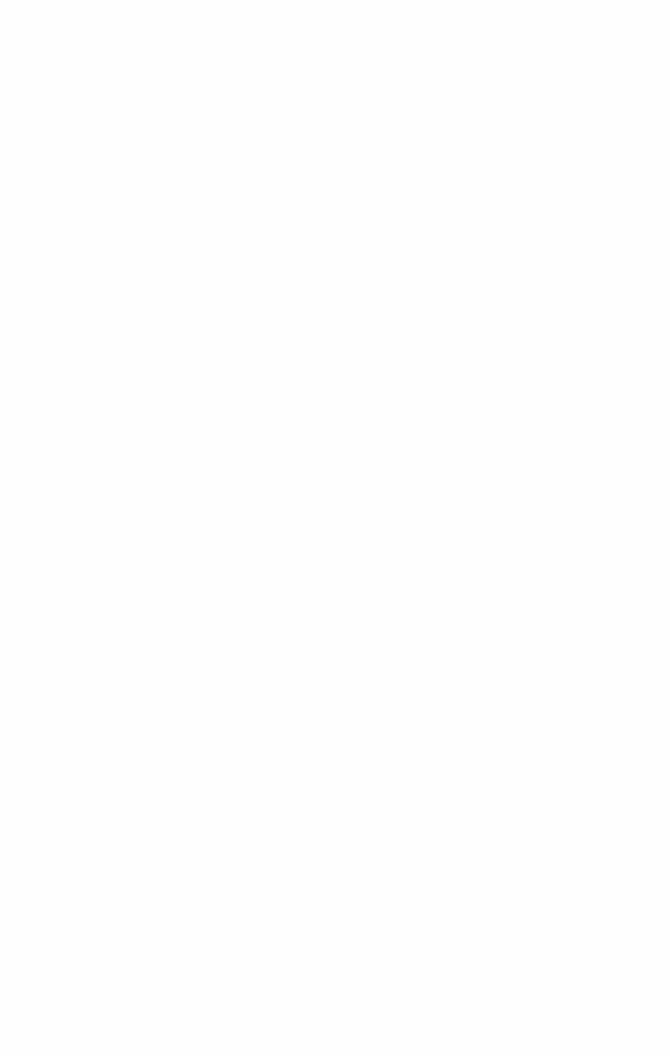
Ridgeland, Mississippi December 9, 2022

## STATEMENT OF FINANCIAL POSITION **DECEMBER 31, 2021**

## **ASSETS**

| CURRENT ASSETS                          |            |
|---|------------|
| Cash                                    | \$ 316,428 |
| Accounts receivable                     | 17,660     |
| Prepaid expenses                        | 4,500      |
| , ropana orponesso                      |            |
|   | 338,588    |
| FURNITURE, EQUIPMENT, AND VEHICLES, net | 65,711     |
| OTHER ASSETS                            |            |
| Security deposits                       | 3,980      |
|   |            |
|   | \$ 408,279 |
| LIABILITIES AND NET ASSETS              |            |
| CURRENT LIABILITIES                     |            |
| Accounts payable                        | \$ 2,043   |
|   |            |
| NET ASSETS                              | 221 222    |
| Without donor restrictions              | 301,236    |
| With restrictions                       | 105.000    |
|   | 406.236    |
|   | \$ 408,279 |
|   |            |

See Accompanying Notes and Independent Accountants' Review Report.

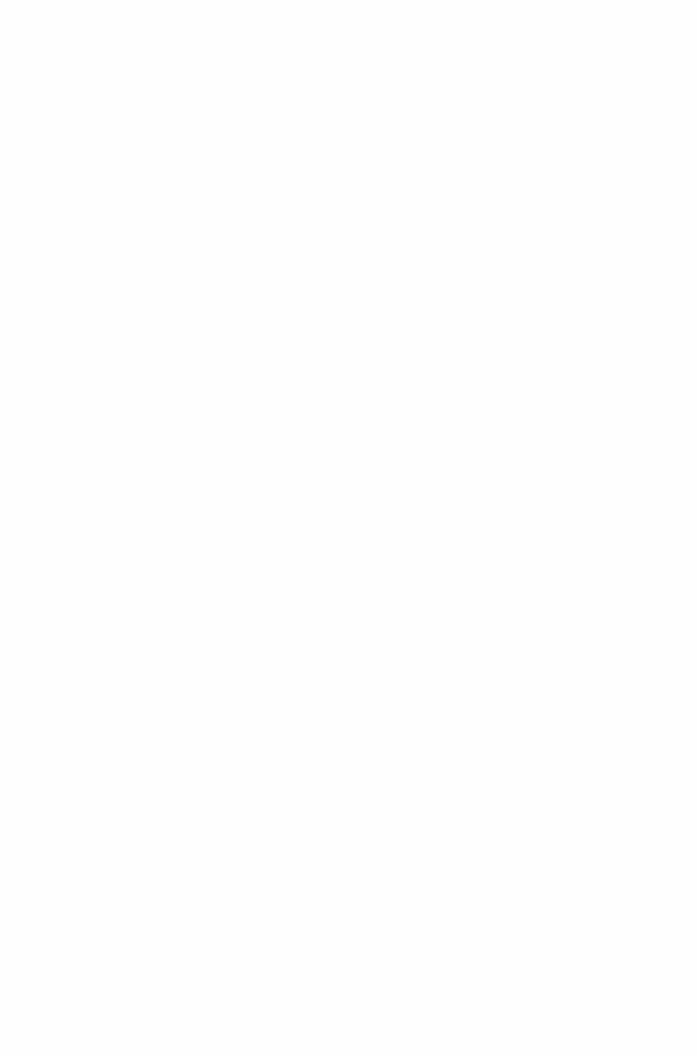


## STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2021

|   | Activities without don restriction   | or with donor    | Total                                    |
|---|--------------------------------------|------------------|--|
| REVENUES AND SUPPORT Bargain Boutique, net of direct cost Contributions Contract services Fundraising | \$ 16,30<br>136,75<br>117,81<br>1,39 | 3 105,000<br>0 - | \$ 16,306<br>241,753<br>117,810<br>1,398 |
| Grants In-kind revenue Rental income  | 52,18<br>19,17<br>18,27<br>361,89    | 8 -              | 52,183<br>19,178<br>18,270<br>466,898    |
| EXPENSES Program Management & General   | 256,33<br>79,03<br>335,36            | 3                | 256,331<br>79,033<br>335,364             |
| CHANGE IN NET ASSETS  | 26,53                                | 4 105,000        | 131,534                                  |
| NET ASSETS AT BEGINNING OF YEAR   | 274,70                               | 2                | 274,702                                  |
| NET ASSETS AT END OF YEAR   | \$ 301,23                            | 6 \$ 105,000     | \$ 406,236                               |

See Accompanying Notes and Independent Accountants' Review Report.

á



## STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2021

|                              | _[ | Program     | gement<br>eneral | Fundra | ising      | -  | Total   |
|------------------------------|----|-------------|------------------|--------|------------|----|---------|
| Salaries                     | \$ | 88,550      | \$<br>39,860     | \$     |            |    | 128,409 |
| Taxes- payroll               | -  | 6,894       | <br>3,103        |        |            |    | 9,997   |
| Total compensation           |    | 95,443      | <b>42,963</b>    |        | •          |    | 138,406 |
| Advertising                  |    | -           | 2,905            |        | -          |    | 2,905   |
| Insurance                    |    | 10,785      | 1,198            |        | -          |    | 11,983  |
| Miscellaneous expenses       |    | -           | 2,474            |        | -          |    | 2,474   |
| Occupancy                    |    | 37,292      | 1,554            |        | -          |    | 38,846  |
| Office supplies              |    |             | 3,658            |        | _          |    | 3,658   |
| Professional development     |    | -           | 1,089            |        | -          |    | 1,089   |
| Professional fees            |    | 50          | 13,728           |        | -          |    | 13,728  |
| Program supplies             |    | 31,230      | -                |        | -          |    | 31,230  |
| Rent                         |    | 39,600      | 4,800            |        | _          |    | 44,400  |
| Repairs and maintenance      |    | 21,681      | 2,409            |        | -          |    | 24,090  |
|                              |    | 236,031     | 76,778           |        | -          |    | 312,809 |
| Depreciation                 |    | 20,300      | <br>2,256        | -      |            | _  | 22,555  |
|                              | \$ | 256,331     | \$<br>79,033     | \$     | -          | \$ | 335,364 |
| Percentage of total expenses |    | <u>76</u> % | 24%              |        | <u>0</u> % |    | 100%    |

See Accompanying Notes and Independent Accountants' Review Report.

## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2021

| CASH FLOWS FROM OPERATING ACTIVITIES Change in net assets Adjustments to reconcile change in net assets to net cash provided by operating activities | \$ | 131,534                      |
|--|----|------------------------------|
| Depreciation Donated fixed assets (Increase) decrease in assets:   |    | 22,555<br>(14,378)           |
| Accounts receivable Prepaid expenses Security deposits Increase in liabilities:  |    | 30,662<br>(4,500)<br>(2,250) |
| Accounts payable   |    | 1,693                        |
| Net cash provided by operating activities  |    | 165,316                      |
| CASH FLOWS FROM INVESTING ACTIVITIES Purchase of fixed assets  | -  | (1.570)                      |
| NET CHANGE IN CASH   |    | 163,746                      |
| CASH AT BEGINNING OF YEAR  |    | 152,682                      |
| CASH AT END OF YEAR  | \$ | 316,428                      |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Donated fixed assets  | \$ | 14,378                       |

See Accompanying Notes and Independent Accountants' Review Report.

6



## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Activities

Crossroads Outreach Ministries, Inc. (the Ministry) is organized as a not-for-profit corporation under the laws of the State of Mississippi, which was formed for the purpose of operating a short-term shelter for women who have come from prisons and treatment centers to get them back to a healthy and productive way of life. Each woman is limited to a minimum of one hundred twenty days but can be up to one year with review. The Ministry serves a maximum of twelve women at any one time.

### Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis.

## **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. In the opinion of management, such differences would not be significant.

## **Financial Statement Presentation**

The financial statements of Crossroads Outreach Ministries, Inc. have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Ministry to report information regarding its financial position and activities according to the following net asset classifications:

<u>Net assets without donor restrictions:</u> Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Ministry's management and the board of directors.

<u>Net assets with donor restrictions:</u> Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Ministry or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

7

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

## Cash and Cash Equivalents

The Ministry considers all demand deposits and certificates of deposit with an original maturity of three months or less to be cash and cash equivalents.

## Furniture, Equipment, and Vehicles

Furniture, equipment, and vehicles are recorded at cost or, if acquired by gift, at the fair market value at the date of the gift. Depreciation is computed on a straight-line basis over the estimated useful lives of the respective assets.

The range of useful lives used in computing depreciation for financial purposes is as follows:

| Land improvements       | 7 years |
|-------------------------|---------|
| Furniture and equipment | 5 years |
| Vehicles                | 5 years |
| Leasehold improvements  | 2 years |

## Income Taxes

The Ministry is a tax-exempt Ministry as described in Section 501(c)(3) of the Internal Revenue Code as an other than private foundation and is generally exempt from Federal and State income taxes pursuant to Section 501(a) of the Code. The Ministry believes it has no uncertain tax positions. The federal income tax return is subject to examination by the Internal Revenue Service, generally three years after it is filed.

## Revenue Recognition

Contributions received are recorded as net assets with or without donor restrictions depending on the existence and/or nature of any donor restrictions.

8

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

All donor-restricted support is reported as an increase in nets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restriction and reported in the statement of activities as satisfaction of activity restrictions.

## Lease Accounting

The Ministry determines whether to account for its leases as operating, capital or financing leases depending on the underlying terms of the lease agreement. This determination of classification is complex and requires significant judgment about the Ministry's cost of funds, minimum lease payments and other lease terms.

## Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among programing, management & general, and fundraising.

## Recent Accounting Pronouncements

In February 2016, the FASB issued amended guidance for the treatment of leases. The guidance requires lessees to recognize a right-of-use asset and a corresponding lease liability for all operating and finance leases with lease terms greater than one year. The guidance also requires both qualitative and quantitative disclosures regarding the nature of the Ministry's leasing activities. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance will be effective for the year ending December 31, 2022. Management is evaluating the impact of the amended lease guidance on the Ministry's financial statements.

In September 2020, the FASB issued amended guidance for contributed nonfinancial assets. The guidance requires the presentation of contributed nonfinancial assets as a separate line item in the statement of activities, disclosure of the disaggregated amount by type and disclosure of qualitative information about whether the contributed nonfinancial assets were monetized or utilized during the reporting period as well as a description of the programs or other activities in which the assets were used. The guidance also requires disclosure of any donor-imposed restrictions and a description of valuation techniques. The amendments in the guidance will be effective for the year ending December 31, 2022.

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

## 2. FURNITURE, EQUIPMENT, AND VEHICLES

A summary of furniture, equipment, and vehicles at December 31, 2021, is as follows:

| Furniture and equipment Land Improvements Vehicles Leasehold improvements | \$ 18,723<br>2,626<br>78,519<br><u>28.991</u><br>128,859 |
|---|--|
| Less: accumulated depreciation  | 63.148   |
| Total   | \$ 65,711  |

Depreciation expense totaled \$22,555 for the year ended December 31, 2021.

## 3. VINTAGE TREASURES BARGAIN BOUTIQUE

The Ministry operates a resale store located in Canton, Mississippi. The profits from the store go directly into the ministry to help support the living costs for their residents. The residents also work in the store in which they receive valuable life skills during their transition period.

A summary of revenue and expenditures at December 31, 2021, is as follows:

| REVENUES Vintage treasuers income | \$<br>77,537 |
|-----------------------------------|--------------|
| EXPENSES                          |              |
| General expenses                  | 10,386       |
| Payroll expenses                  | 20,040       |
| Rent                              | 22,571       |
| Sales tax                         | 5,067        |
| Utilities                         | 3,167        |
|                                   | 61,231       |
|                                   | \$<br>16,306 |

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 4. RELATED PARTY

The Ministry leases its building from B & V properties, which is owned by the executive director and her husband. The current lease agreement was executed for nine years commencing on January 1, 2019 and expiring on December 30, 2028. The lease provides that the Ministry will bear the cost of improvements. During the year ended December 31, 2021, rent incurred and paid under this lease agreement was \$25,200.

#### 5. RENTAL EXPENSE

The Ministry has four lease agreements for program operations in Madison and Canton, Mississippi. The leases generally provide that the Ministry will bear the cost of improvements.

Crossroads Outreach Ministries, Inc. has a current ten-year lease for program operations in Madison, Mississippi. The current lease is set to expire on December 30, 2028. The monthly rental payments for this lease are \$2,100 per month.

The Ministry also has a current two-year lease for program operations in Canton, Mississippi. The lease began March 1, 2019 and expired on April 1, 2022. The monthly rental payments are \$1,200 per month.

During the current year the Ministry entered a lease to operate its thrift store in Canton, Mississippi. The lease has a two-year term which commenced on April 1, 2021 and is set to expire on April 1, 2023. The monthly rental payments are \$1,000 per month. The previous lease for the thrift store location expired on June 1, 2021 and had monthly rental payments of \$825.

Prior to year-end, the Ministry entered into a lease for program operations in Canton, Mississippi. The lease has a two-year term which commenced on January 1, 2022 and will expire on January 1, 2024. The monthly rental payments are \$1,200 per month.

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

## 5. RENTAL EXPENSE - Continued

Minimum future rental payments are as follows:

| 2022       | \$<br>55,200 |
|------------|--------------|
| 2023       | 42,600       |
| 2024       | 25,200       |
| 2025       | 25,200       |
| Thereafter | 75,600       |
|            |              |

\$ 223,800

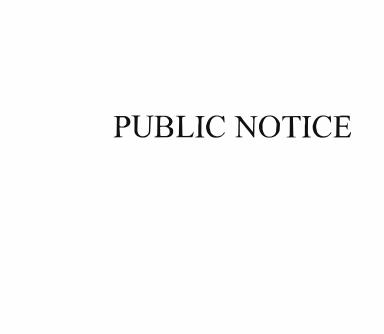
Rent expense for the year ended December 31, 2021 amounted to \$66,971.

## 6. IN-KIND CONTRIBUTIONS

The financial statements reflect the fair value of donated items that would have been purchased by the Ministry if they had not been donated. The Ministry has recorded inkind contributions related to vehicles and office space at their estimated fair value of \$19,178 as of December 31, 2021.

## 7. NET ASSETS WITH DONOR RESTRICTIONS

Prior to year-end, the Ministry received \$105,000 in restricted donations. These donations were restricted by the donor for expansion of the Ministries programs. As of December 31, 2021, none of the donor restricted contributions were spent.





Google Chrome isn't your default browser

## **GENERAL PUBLIC**

Public Records Requests

Related Legislation

Procurement

Monthly Fact Sheets (2001-2024)

Daily Inmate Population (2021-2024)

Net Admissions by Fiscal Year (2006-2022)

Annual Reports

Criminal Justice Reform Reports

PREA Audit Reports

COVID-19 Information and Updates

#### Death Row

Current Death Row Demographics

Death Penalty and Executions

Death Penalty in Mississippi

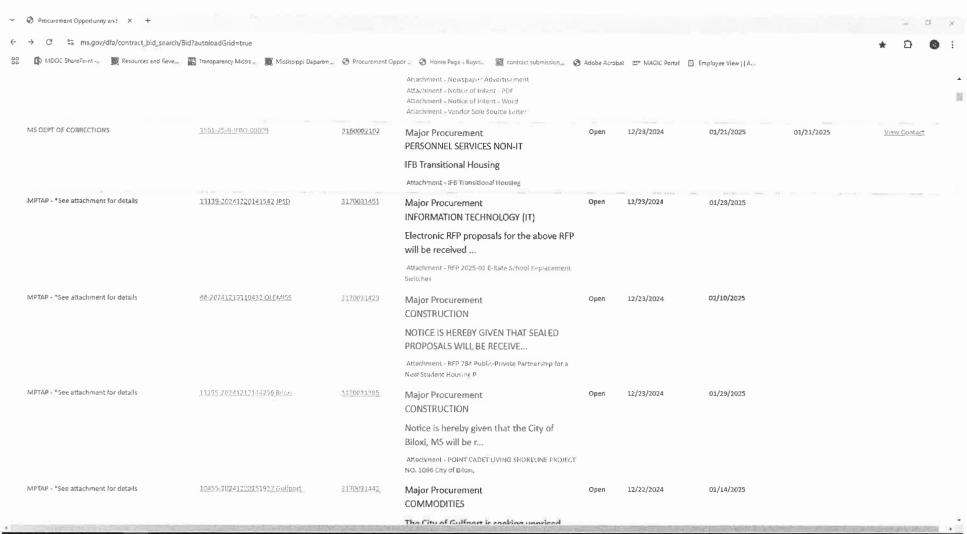
Death Row Inmates

## **PROCUREMENT**

#### ∨ Request for Quotes Formal (RFQF)

#### △ Invitation for Bid (IFB)

- IFB 3160007102 Transitional Housing Services
  - o 3160007102 Transitional Housing IFB Amendment 1
  - 3160007102 Transitional Housing IFB Amendment 2 Calendar of Events Revision
- IFB 3160006069 Commercial Washers and Dryers
  - IFB 3160006069-Intent to Award
  - IFB 316006069-Notice to Bidders and Withdrawal
- IFB 3160005845 Cold Storage System
  - IFB 3160005845-Intent to Award
- IFB 3160005735 Cold Storage System
  - IFB 3160005735-Intent to Award
  - o IFB 3160005735-Notice of Cancellation
- JFB 3160005516 Co-Occuring Disorder Treatment and Recovery Support Services
  - Notice of Intent to Award IFB 3160005516
- IFB 3160005668 Workers Compensation TPA
  - Amendment 1 (Questions Answers) RFX 3160005668 Workers Compensation TPA
  - Notice of Intent to Award Workers Comp MDOC signed
- IFB 3160005585 Curriculum Software for Instruction Remediation and Enrichment (K-12)
  - IFB 3160005585 Questions and Answers
  - Amendment 1 RFx3160005585
  - Notice of Intent to Award 3160005585





## **Order Confirmation**

Not an Invoice

| Account Number:      | 1006534  |
|----------------------|--|
| Customer Name:       | Mississippi Department Of Corr   |
| Customer<br>Address: | Mississippi Department Of Corr<br>301 N Lamar ST<br>RECRUITMENT DEPT.<br>Jackson MS 39201-1404 |
| Contact Name:        | _ DEFAULT  |
| Contact Phone:       |  |
| Contact Email:       |  |
| PO Number:           |  |

| Date:                 | 12/19/2024 |
|-----------------------|------------|
| Order Number:         | 10873354   |
| Prepayment<br>Amount: | \$ 0.00    |

| Column Count:     | 1.0000  |  |
|-------------------|---------|--|
| Line Count:       | 39.0000 |  |
| Height in Inches: | 0.0000  |  |

| Product                    | #Insertions | Start - End             | Category         |  |
|----------------------------|-------------|-------------------------|------------------|--|
| JMS Jackson Clarion Ledger | 2           | 12/23/2024 - 12/30/2024 | Bids & Proposals |  |
| JMS clarionledger.com      | 2           | 12/23/2024 - 12/30/2024 | Bids & Proposals |  |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

| Total Cash Order Confirmation Amount Due | \$47.83 |
|--|---------|
| Tax Amount                               | \$0.00  |
| Service Fee 3.99%                        | \$1.91  |
| Cash/Check/ACH Discount                  | -\$1.91 |
| Payment Amount by Cash/Check/ACH         | \$47.83 |
| Payment Amount by Credit Card            | \$49.74 |

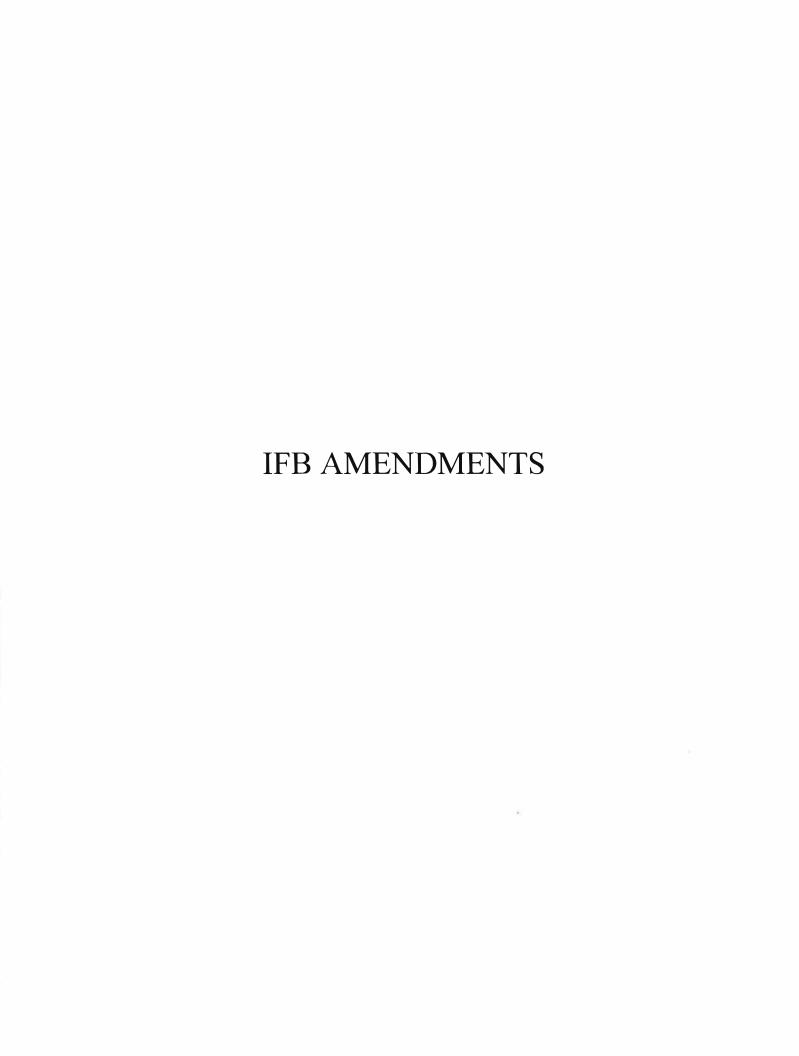
| \$47.83 |         |
|---------|---------|
|         | \$47.83 |

## Ad Preview

MISSISSIPPI DEPARTMENT OF CORRECTIONS ADVERTISEMENT FOR PROPOSALS

Transitional Housing Services MAGIC RFx: 3160007102

The Mississippi Department of Corrections (MDOC) will accept sealed bids until 10:00 am (Central Standard Time) on Tuesday, January 21, 2025, for the purpose of procuring the following: transitional housing services for any paroled or recently released individuals from an MDOC Facility (IFB 3160007102). Detailed specifications may be obtained on MDOC's website https://www.mdoc.ms.gov/ge neral-public/procurement, utilizing the Mississippi Contract/Procurement Opportunity Search Portal, and by contacting MDOC Point of Contact, Princess Hayes, at (601) 359-5304, procurement@mdoc.state.ms.us, and at the Mississippi Department of Corrections, 301 N. Street, Lamar Jackson, Mississippi 39201. 12/23, 12/30/2024 10873354



# Transitional Housing Services Amendment #1 RFx 3160007102

To include revisions to numbering and provisions.

January 3, 2025

All Prospective Bidders:

The Mississippi Department of Corrections is issuing an Amended Invitation for Bids (IFB), MAGIC RFx# 3160007102 to the Transitional Housing Services, dated December 23, 2024. Amendment 1 acknowledges that the IFB is modified and superseded by the following change in terms, conditions, and specifications:

## 1.5 Questions or Requests for Clarification

Removal of 1.5.5.

## 2.3.1 Scope of Service

Changed the word contracts to contractors. The new 2.3.1 reads as below:
 Provide transitional housing services. The length of stay is a minimum of four months and maximum of 6 months. However, MDOC shall not be responsible for compensating contractors for offenders who find alternative housing before such time.

#### 4.0 Bid Evaluation and Award

Renumbering the following sections:

- Lowest and Best from 4.3 to 4.4
- Award Notification from 4.4 to 4.5
- Debriefing from 4.5 to 4.6
- Reconsideration from 4.6 to 4.7
- Contractor Certification from 4.7 to 4.8
- Contractor Execution from 4.8 to 4.9
- Attachments from 4.9 to 5.0

#### 5.0 Attachment G

- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, 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 Contractor, or competitor for the purpose of restricting competition.
- 9. <u>E-Payment:</u> 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.

- 19. <u>Representation Regarding Contingent Fees:</u> Deleted. It was already replaced by the current number 14. <u>Contractor's Representation Regarding Contingent Fees.</u>
- 20. Representation Regarding Gratuities: Changed to number 19.
- 21. Required Public Records and Transparency: Changed to number 20. This also replaced number 25. Trade Secrets. Commercial and Financial Information, and number 26. Transparency. Both numbers 25 and 26 were deleted. Number 20. Reads as noted below:

Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.

- 22. Stop Work Order: Changed to number 21.
- 23. Termination for Default: Replaced by new number 22. Termination. b.
- 24. <u>Termination upon Bankruptcy:</u> Replaced by new number 22. Termination. a. Both number 23 and 24 is now 22. Reads as noted below:

#### Termination:

a. 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.

b. 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.

In the event that any provision of this first amendment conflicts in whole or in part with any of the terms, conditions, or specifications of the IFB, the provisions of this first amendment will control. The effective date of this amendment is January 3, 2025.

All other terms, conditions, and specifications of this solicitation remain unchanged. Please sign the acknowledgment page and return it acknowledging your receipt of this change to the IFB for Transitional Housing Services RFx# 3160007102. This form should be included with your submission of bid that is to be received on or before Tuesday, January 21, 2025 at 10:00 am, CST.

The Mississippi Department of Corrections has updated this information on MDOC website and the Mississippi Accountability System for Government Information and Collaboration (MAGIC). Should you need additional information, please contact Princess Hayes at <a href="mailto:procurement@mdoc.state.ms.us">procurement@mdoc.state.ms.us</a> or 601-359-5600.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendment 1 are required with your IFB. |                       |   |  |
|---|-----------------------|---|--|
| Receipt for Amendment #1 Ack  | owledged: (signature) | _ |  |
| Name (Print)  | Date                  |   |  |
| Company   | Title                 | _ |  |



## MISSISSIPPI DEPARTMENT OF CORRECTIONS

## Invitation for Bids (IFB) for Transitional Housing Services Amendment #1

RFx #: 3160007102 Issue Date: January 3, 2025

## **Bid Submission Deadline:**

10:00 AM CST January 21, 2025

## **Bid Submission Location:**

Mississippi Department of Corrections 301 North Lamar Street Jackson, Mississippi 39201

## **Public Bid Opening:**

10:00 AM CST January 21, 2025 at the address listed above

## **Bid Coordinator:**

Princess R. Hayes

Page 5 of 57

# (601) 359-5304 procurement@mdoc.state.ms.us

#### **Section 1. Solicitation Information**

### 1.1 Authority

The Office of Personal Service Contract Review ("OPSCR") at the Mississippi Department of Finance and Administration ("DFA") set the rules and regulations govern the procurement of non-IT personal and professional services and all contract workers, including contract workers who work in an Agency IT department.

The Mississippi Department of Corrections ("MDOC") may solicit competitive sealed bids for Transitional Housing Services in accordance with the OPSCR and Public Procurement Review Board (PPRB) guidelines which can be found in the Procurement Manual.

#### 1.2 Purpose

MDOC invites bids from qualified and interested Contractors for Transitional Housing Services. The MDOC seeks to provide housing for paroled and individuals recently released from the care and custody of MDOC. The contract will be awarded to the lowest and best responsible and responsive Contractor whose bid meets the requirements and criteria set forth in this IFB.

#### 1.3 Definitions

For purposes of this IFB, the following words shall have the meaning defined herein whether or not such words be capitalized.

- **1.3.1 Agency**: Mississippi Department of Corrections (MDOC)
- **1.3.2 MDOC Website:** MDOC's website, available at the following web address:

https://www.mdoc.ms.gov/general-public/procurement

1.3.3 Procurement Manual: The rules and regulations governing this IFB are available at the web address below. Any Contractor responding to this IFB is deemed to be on notice of all requirements therein.

https://www.dfa.ms.gov/sites/default/files/Office%20of%20Purchasing%2 C%20Travel%20and%20Fleet%20Home/Resources%20Manuals%20Guid elines/procurement-manual.pdf

**1.3.4 Procurement Portal:** The State of Mississippi's contract opportunity search portal, available at the following web address:

https://www.ms.gov/dfa/contract bid search/Bid?autoloadGrid=true

**1.3.5 State**: The State of Mississippi and/or MDOC as a statutory agency of the State, whichever is indicated by the circumstances

#### 1.4 Timeline

MDOC will make every effort to adhere to the following deadlines and schedule:

| Invitation for Bid Issue Date            | 12/23/24 |
|--|----------|
| Questions Due from Contractors           | 1/7/25   |
| Anticipated Date MDOC to Provide Answers | 1/14/25  |
| Bid Package Submission Deadline          | 1/21/25  |
| Bid Opening                              | 1/21/25  |
| Anticipated Notice of Intent to Award    | 1/24/25  |
| Anticipated Approval by PPRB:            | 3/5/25   |

MDOC reserves the right to alter or amend this schedule by issuing an amendment to this IFB. Any date listed as "anticipated" may be changed at the sole discretion of MDOC without amendment to the IFB.

This IFB, questions and answers concerning this IFB, amendments to the IFB, and the Notice of Intent to Award will be posted on the MDOC website and Procurement Portal.

## 1.5 Questions or Requests for Clarification

1.5.1. All questions and requests for clarification must be directed by email to Princess Hayes at <a href="Procurement@mdoc.state.ms.us">Procurement@mdoc.state.ms.us</a>. Contractors should enter "IFB RFx Number 3160007102 - Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

|    | IFB  | Section, | Page | Contractor Question/Request for Clarification |
|----|------|----------|------|---|
|    | Numb | er       |      |   |
| 1. |      |          |      |   |

- 1.5.2 Bidders must submit all questions and requests for clarification by email on or before January 7, 2025, at 10:00 am CST. The bidder bears all risk of delivery and all responsibility for submitting questions timely. MDOC may not answer questions received after the above-stated date and time.
- **1.5.3** MDOC is committed to transparency. MDOC will publish all questions, requests for clarification, and answers on the MDOC website and the Procurement Portal as an amendment to this IFB.
- **1.5.4** MDOC will not be bound by any verbal or written information not contained within this IFB unless a written amendment to the IFB is issued.

#### 1.6 Acknowledgment of Amendments

Should an amendment to the IFB be issued, it will be posted on the MDOC website and the Procurement Portal in a manner that all Contractors will be able to view. Further, Contractors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, identifying the amendment number and date in the space provided on the bid form, or by email or letter. MDOC must receive the acknowledgment by the time and at the place specified as the bid package submission deadline. Contractors are responsible for monitoring the MDOC website for amendments to the IFB.

#### 1.7 Attachments to the IFB

The Attachments to this IFB are incorporated into the IFB as if fully restated herein.

## 1.8 Restrictions on Communication with MDOC Staff

At no time shall any Contractor or its personnel contact, or attempt to contact, any MDOC staff regarding this IFB other than the contact person listed on the cover page of this IFB.

## Section 2. Scope of Services and Requirements

MDOC is seeking bids for transitional housing. MDOC has facilities located throughout the state and any paroled or recently released individuals from an MDOC facility or paroled individual may require transitional housing services until the individual can secure a job and dwelling. Therefore, the transitional housing services may be located anywhere in the State of Mississippi.

## 2.1 Location of Proposed Facilities for Transitional Housing

- **2.1.1** Provide a list of all locations including facility name, if different from Contractor and address where transitional housing services will be offered.
- 2.1.2 Indicate whether or not the facility meets the American with Disabilities Act (ADA) guidelines or not.
- **2.1.3** Contractor shall provide legible architectural, blueprints, indoor and outdoor photos as well as specifications of the facility to MDOC with its proposal.
- 2.1.4 Indicate on your submission if you plan to allow transitional housing services for registered sex offenders. If so the housing unit shall abide by MS Code Ann. § 45-33-25 in that the facility shall not be located within three thousand (3,000) feet of the real property comprising a public or nonpublic elementary or secondary school, a child care facility, a residential child-caring MDOC, a children's group care home or any playground, ballpark or other recreational facility utilized by persons under the age of eighteen (18) years.
- **2.1.5** Indicate the number of beds available at each proposed location.

#### 2.2 Minimum Requirements

- **2.2.1** Must be in compliance with Mississippi Code Annotated § 79-4-15 regarding authorization to transact business in Mississippi.
- **2.2.2** Must have staff dedicated for the sole purpose of providing transitional housing services.
- **2.2.3** Must identify any subcontractor that will be involved in the development, implementation, training, and operation of transitional housing services.
- **2.2.4** Must provide references as outlined in Section 3.1.3.
- 2.2.5 Must have all services outlined in this IFB completely implemented and operational within thirty (30) days from the contract date unless otherwise agreed to by the MDOC.
- 2.2.6 The Contractor shall provide all licensable substance abuse services in accordance

with the applicable requirements of Title 42 Code of Federal Regulations Part 2; the Health Insurance Portability and Accountability Act of 1996 HIPAA; Standards for Privacy of Individually Identifiable Health Information.

- 2.2.7 The Contractor facility shall meet all state, county, and city zoning, permitting, and licensing requirements necessary to operate the facility and shall provide documentation of compliance with such requirements, at the time of submission of their bid and upon anytime thereafter during the contract period. The Contractor shall notify the MDOC of any zoning changes, notices, or challenges from zoning bodies, complaints from citizens or other entities regarding operation of the facility within 72 hours of receipt or knowledge of the charge, notice, challenge or complaint.
- 2.2.8 The Contractor shall ensure background checks are conducted prior to any new or existing staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual work under the contract who has not had a background check conducted.
- **2.2.9** Within thirty (30) days of award, Contractor must supply a copy of the following:
  - 2.2.9.1 Building inspection by required city, county official
  - 2.2.9.2 State Health inspection
  - 2.2.9.3 State Fire Marshall inspection
  - 2.2.9.4 Pest Control inspection by a certified pest control Contractor.

## 2.3 Scope of Service

The goal of MDOC is to assist recently paroled or released individuals in securing employment and a more permanent place to live within a four-to-six month period to reduce recidivism. Contractor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- 2.3.1 Provide transitional housing services. The length of stay is a minimum of four months and maximum of 6 months. However, MDOC shall not be responsible for compensating contractors for offenders who find alternative housing before such time.
- 2.3.2 Provide transitional housing services for a minimum of 10 male and/or female parolees or recently released individuals from an MDOC facility.
- 2.3.3 Provide qualified and trained paid employees on the facility premises to provide twenty-four hour supervision, seven days per week and shall have a sufficient number of employees who are awake, fully dressed and present to meet all contractual requirements as well as to ensure facility control, security, and participant safety.
- 2.3.4 Must provide Alcohol and/or Drug education/support services/treatment upon

entry.

- 2.3.5 Contractor shall neither require nor request program participants to turn over, transfer money or anything of value for any reason.
- **2.3.6** Contractor shall not fine, monetarily charge, or apply fees to participants in any way.
- 2.3.7 Contractor may not search participants or their property.
- **2.3.8** Provide or offer transportation to support services, to include, but not limited to the following:
  - Employment skills training and placement
  - Financial management training to include basic money management such as opening a personal savings account and/or personal checking account and how to manage/budget.
- **2.3.9** The Contractor will provide the following:
  - Educational assistance.
  - Individual and group therapy.
  - Opportunity to reconnect with family members.
  - Reasonable access to public transportation.
  - Assistance in locating attainable permanent housing.
  - Legal resource center.
  - · Parental courses.
  - Faith based support programs/groups
  - Family counseling to help rebuild connections.
- **2.3.10** Provide participants with referral information for the above mentioned and other local resources including:
  - Contractor shall provide detailed evacuation plans in place and provide them to Probation and Parole Agent in case of any emergency or natural disaster upon acceptance of contract.
  - Any changes to assigned locations will need to be approved in writing by the assigned MDOC's Probation and Parole Agent at least 30 days in advance of transfer.

## 2.3.11 Contractor-Furnished Property/Equipment/Furnishings etc.:

Contractor must acknowledge that the housing unit is appropriately maintained and meet below requirements:

Housing that includes electricity, working heating and air conditioning, adequate lighting, running water (both hot and cold), and access to onsite local telephone service. If on-site telephone services consist of pay telephone, the Contractor shall ensure that indigent participants are provided with telephone service at no cost, in order to arrange employment or in an emergency situation.

- Contractor shall provide emergency power in place.
- Adequate heat, air conditioning, light and ventilation shall be provided in all rooms including hallways, bathroom, bedrooms, dining rooms and activity rooms.
- Adequate space to accommodate living and program activities such as furniture and household supplies, indoor recreation activities, visiting, etc.
- Contractor shall furnish the facility with the appropriate furniture for the number of participants at the facility.
- A fully equipped kitchen and dining area in which food may be prepared, served, and consumed.
- A sleeping area which includes a bed, pillow and mattress, bed linens, towels, appropriate drawer space and clothing storage area for each participant.
- An adequate amount of fully functioning and operable toilets, sinks, and bathing facilities for program participants.
- A procedure for pest control program for prevention of vermin, insects, and other pests that is serviced at least every four months.
- Laundry equipment (washer, dryer, and detergent vending) for participants use. Alternatively, access and transportation to laundromat at least once per week every other week.
- The facility size shall meet the needs of the program and comfortably accommodate the number of individuals it serves.
- The facility shall be kept clean and in good repair.
- Extension cords shall not be used as a substitute for fixed wiring.
- Contractor shall, at its own expense at a minimum of once per month inspect the property to maintain the physical structure of the facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and shall in so doing maintain, preserve, and keep the facility in good repair, working order and condition, subject to normal wear and tear, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals.
- Contractor shall meet all standards applicable to sanitation and shall operate the facility in accordance with the Proposer and Mississippi Department of Health requirements.
- The Contractor shall provide, to the maximum extent possible, a facility that is located in close proximity to public transportation, community resources and employment opportunities and provide a list of community treatment facilities, such as mental health, alcohol and drug treatment centers, and other supportive resources available to participants
- If necessary, Contractor must ensure that participants are provided transportation to and from court and other probation related activities.

- Must pass regular Health, Fire, Safety and any building code inspections by Authorized State Fire Marshall and certified inspectors. Rooms shall include smoke, carbon monoxide detectors, and fire extinguishers as required.
- Must pass and comply with all local and state building codes.

### 2.3.20 Conduct and Safety Requirements

The Contractor shall ensure all staff adheres to the following requirements at all times while performing services under the Contract resulting from this IFB:

- The Contractor's staff shall not display favoritism to, or preferential treatment of, one participant or group of participants over another.
- The Contractor's staff shall not deal with any participant except in a relationship that supports services under this contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from a participant or a participant's family or close associate, no matter how trivial the gift or service may seem. In addition, no staff member shall give any gifts, favors or services to program participants, their family or close associates.
- The Contractor's staff shall not enter into any business relationship with participants or their families (example selling, buying or trading personal property), or personally employ them in any capacity.
- Contractor's staff shall not have outside contact (other than incidental contact) with a participant being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- The Contractor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Contractor or the State.
- Pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct with participants.
- No person who has been barred from any MDOC, institution or facility shall provide services under this Contract.
- The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's business that are independent of the contracted services.
- The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the MDOC.
- The Contractor shall ensure that background checks are conducted prior to any new or existing staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual work under the contract who has not had a

- background check conducted.
- Participant's behavior that requires addressing are to be reported to the assigned MDOC Probation and Parole Agent.

### 2.3.21 Quality Assurance:

- Provide monthly reports via email to the MDOC Probation and Parole Agent assigned by the fifth of each month and shall include:
  - Classes/courses or programs attended or enrolled.
  - Employment status with the number of hours worked daily/weekly.
  - Certification of completions received.
  - Summary of performance since entrance into Transitional Housing.
  - Provide detailed monthly invoicing including payment, cumulative data depicting the arrival and departure date of each individual.

#### 2.3.21.1 Site Visits:

- After contract award, MDOC reserves the right to have its Probation and Parole Agents/employees conduct random visits to Contractor's site:
  - To determine if drug and alcohol activity is taking place on the premises, this includes any parties or special occasions where drugs and alcohol may be present, used and/or served.
  - To determine if weapons are accessible to participants on the premises.
  - To determine if the facility has substandard living conditions.
  - To briefly survey participants regarding supportive service activities they are/or have participated in, to determine employment status, transportation needs, etc.
  - To determine the transitional housing operation meets included requirements.
  - MDOC Probation and Parole Agents will utilize a checklist to monitor participant's activities and Contractor's compliance with the terms and conditions of the awarded contract.

#### 2.3.21.2 The Contractor shall:

- Abide by all portions of the IFB.
- Assign an Account Representative to work directly with the MDOC Probation and Parole Agent assigned.
- Ensure all personnel are well-groomed and have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean.
- Abide by all State ordinances and/or laws pertaining to transitional housing services at all times, including, but not limited to, the items

- listed above. Deviations from these ordinances and/or laws by Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- Perform all services provided in the 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, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete 5, of all services; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality services are to be provided.
- The Contractor's employees should refrain from using foul, abusive, or profane language.
- The Contracting MDOC reserves the right to inspect and search all Contractor personnel, property and/or vehicles anytime while on facility grounds.

#### 2.3.21.3 Contractor shall also:

- 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 for their business and employees;
- Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- Be required to complete any desired background checks on employees at the discretion of the MDOC Probation and Parole Agents and or personnel.
- Replace immediately, at no additional expense to the MDOC, any employee not performing satisfactorily.

#### 2.3.21.4 Minimum Contractor Qualifications:

The Contractor must have:

- Prior Experience: Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of one year.
- Required Certification, Accreditation, and/or Licenses: Contractor shall
  provide notarized copies of all valid licenses and certificates required
  for performance of services. The notarized copies shall be delivered to
  the MDOC no later than ten days after the Contractor receives the
  Notice of Intent to Award from the MDOC. Current notarized copies of

licenses and certificates shall be provided to the MDOC within twenty-four hours of demand at any time during the contract term. Contractor must possess and maintain the minimum Contractor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:

- 1. A business license valid in Mississippi.
- 2. Passing Mississippi MDOC of Health Certificate.
- 3. Passing building code safety inspection Certificate.
- 4. Passing State Fire Marshall inspection Certificate.
- 5. Statement from certified Pest Control Service inspection and service in place.
- Financial Stability or Solvency: Contractor must be financially stable or solvent, **if required**. Each Contractor shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three years, if they exist.
- The Contractor may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Contractor may also be required to give a past history and references in order to satisfy the MDOC in regard to the Contractor's qualifications. The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the MDOC all information for this purpose that may be requested. The MDOC reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the MDOC that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Contractor's qualifications shall include:
  - 1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
  - 2. the ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference;
  - 3. the character, integrity, reputation, judgment, experience, and efficiency of the Contractor; and,
  - 4. the quality of performance of previous contracts or services.

#### 2.4 Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about March 31, 2025 and to end on March 30, 2028. A period of three years.

## 2.4.1 Renewal of Contract:

Upon written agreement of both parties at least ninety days in advance prior to the contract anniversary date, the contract may be renewed by the MDOC for a period of two successive one-

year period under the same prices, terms and conditions as in the original contract. The total number or renewal years permitted shall not exceed two.

#### 2.5 Requirements

Each successful Contractor shall, at its own expense, obtain and maintain insurance which shall include the following types and coverage limits:

- **2.5.1** Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
- **2.5.2** Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
- 2.5.3 Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
- **2.5.4** Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
  - **Bodily Injury/Death:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00per occurrence limit for multiple claimants.
  - **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- 2.5.5 Motor Vehicle Liability In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.
- 2.5.6 The Contractor is responsible for ensuring it has any other insurance deemed appropriate and that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 2.5.7 In no event shall the requirement for an insurance be waived.
- 2.5.8 All insurances policies will list the State of Mississippi as an additional insured.
- 2.5.9 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 2.5.10 Contractor shall submit to MDOC within 30 days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within 30 day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- 2.5.11 Contractor shall obtain at Contractor's expense the insurance requirements specified in the procurement and contract prior to performing under this Contract, and

- Contractor shall maintain the required insurance coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- **2.5.12** Contractor shall not commence work under this contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the MDOC. After work commences, the Contractor will keep in force all required insurance until the contract is terminated or expires.
- **2.5.13** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- **2.5.14** Contractor shall instruct the insurers to provide the MDOC 60 days advance notice of any insurance cancellation.
- 2.5.15 Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- 2.5.16 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by MDOC.

#### 2.6 Contractor Investigations

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the MDOC upon which the Contractor will rely. If the Contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

## Section 3. Bid Submission and Bid Opening

#### 3.1 Bid Submission Format

All bids must be submitted in writing and include all documentation requested in the Invitation for Bids. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following:

- 3.1.1 Bid Cover Sheet (Attachment A).
- **3.1.2** Bid Form (Attachment B). All pricing must be submitted on the bid form. The Bid Form must be signed by a person with authority to execute contracts for the Bidder. The signature must be manual in ink.
- 3.1.3 References (Attachment E). Each Bidder must furnish a listing of at least three for whom they have provided services similar to those solicited in this IFB in the prior five years. Each reference must include, at minimum, a contact person with an email address and/or telephone number. It is the responsibility of the Bidder to ensure that the reference contact information is legible, correct, and current. MDOC must be able to reach two references within two business days of the bid opening. If two references cannot be reached within two business days, MDOC may deem the Bidder non-responsive. To be considered a responsible bidder, the Bidder must score a minimum average of six points on two Reference Score Sheets (Attachment F) for a total minimum scoring requirement of 12 points. The references submitted must be familiar with the Bidder's abilities in the areas involved with this solicitation. Bidders may submit as many references as desired. MDOC will contact the references in the order presented.
- **3.1.4** The Certifications and Assurances (**Attachment C**) shall be signed by a person with authority to execute contracts for the Bidder and submitted with the bid. The signature must be manual in ink.
- 3.1.5 The Bidder must include a signed Acknowledgement of each Amendment issued to this IFB with the bid. See Section 1.6.
- 3.1.6 In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black. Bidder must submit a completed and signed Acknowledgement (Attachment D) that the redacted version is a public record which MDOC may produce to any person at any time without notice to Bidder, or if a redacted version

is not submitted, Bidder agrees that the complete, unredacted version of its bid may be produced as a public record without notice to bidder.

# 3.2 Bid Submission Requirements

- 3.2.1 Bids must be submitted by January 21, 2025, at 10:00 am CST. Bids submitted after this time will not be considered for an award.
- **3.2.2** Bids must be submitted in the manner discussed below.

# 3.2.2.1 Submission of Physical Bid (Mandatory)

Two physical copies of the original signed bid package and one copy of the signed bid package shall be submitted in a sealed envelope or package to:

Mississippi Department of Corrections
Attention: Procurement and Contracts
RFX: 3160007102
Legal Department
301 North Lamar Street
Jackson, MS 39201
SEALED BID – DO NOT OPEN – DELIVER IMMEDIATELY

The time and date of receipt will be indicated on the envelope or package by MDOC. It is the sole responsibility of the Bidder to ensure that MDOC receives the package and that the date and time of receipt are indicated on the package.

- 3.2.3 Timely submission of the bid package is the sole responsibility of the Bidder. Bids received after the specified time will be rejected. The Bidder assumes all risks regarding the delivery of the bid. MDOC will not be responsible for delivery delays, packages lost in the delivery process, or other delivery errors.
- 3.2.4 Failure to submit a bid on the bid form provided may be considered a cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. MDOC reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MDOC may request the Bidder to withdraw or modify portions deemed non-responsive that do not affect the service's quality, quantity, price, or delivery.
- 3.2.5 The Agency may cancel the solicitation or reject any bid submitted if the Agency determines it is in the Agency's best interest to do so.

# 3.3 Expenses Incurred In the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

# 3.4 Independent Price Determination

By submitting a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

#### 3.5 Withdrawal of a Bid

A bidder may withdraw a bid before the time set for opening bids by making a written request to MDOC. No explanation is required.

# 3.6 Bid Opening

The bid opening will be held:

Mississippi Department of Corrections, 1/21/25, at 10:00 am CST Robert Clark Building 301 North Lamar Street Jackson, Mississippi 39201

The bid opening will be open to the public and will involve opening, reading, and listing the bid price for each bid. No discussions will be entered into with any Bidder, and no award will be made, either stated or implied, at the bid opening.

### 3.7 Debarment

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

# 3.8 Registration with Mississippi Secretary of State

By submitting a bid, the Contractor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDOC that it has been selected for contract award.

# 3.9 Minor Informalities

MDOC reserves the right to waive or allow Bidders to correct any minor informalities in the submitted bid package, to the extent such waiver or correction does not prejudice other bidders; meaning the waiver or correction's effect on price, quantity, quality, delivery, or contractional conditions is negligible. MDOC, at its sole discretion, may waive such informalities or allow bidders to correct them.

# 3.10 No Contract or Property Rights

Consistent with existing State law, no Bidder shall infer or be construed to have any rights or interest to a contract issued under this IFB until final approval is received from all necessary entities and until both the Bidder and MDOC have executed a valid contract. No property rights inure to any Bidders except for compensation for work performed under a valid, executed contract.

# 3.11 Required Contract Terms and Conditions

Any contract entered into with the MDOC pursuant to this IFB shall have the required clauses found in Attachment G and those required by the Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations as updated and replaced by PPRB. The MDOC discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State/MDOC accepting other terms and conditions not found in the IFB, or which take exception to the State/MDOC's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

# 3.12 Optional Contract Terms and Conditions

Any contract entered into with the MDOC pursuant this IFB may have, at the discretion of the MDOC, the optional clauses found in Attachment H and those within the Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations as updated and replaced by PPRB. The MDOC discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State/MDOC accepting other terms and conditions not found in the IFB, or which take exception to the State/MDOC's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

# 3.13 Bid Samples

Bid samples or descriptive literature should not be submitted unless expressly requested and will not alter the terms of this IFB. Samples shall not be returned to the bidder and are submitted at bidder's sole and exclusive risk.

# Section 4. Bid Evaluation and Award

## 4.1 Bid Evaluation and Basis for Award

- **4.1.1** MDOC will evaluate bids based on the requirements set forth in this IFB. No criteria will be used in an evaluation that is not outlined in this Invitation for Bids.
- **4.1.2** Only Bidders who are found responsive and responsible will have their bids considered.

# 4.1.2.1 Responsive Bidder

Bidder must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner that conforms in all material respects to this Invitation for Bids as determined by MDOC.

# 4.1.2.2 Nonconforming Terms and Conditions

A bid that includes terms and conditions which do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive. MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions prior to a determination of non-responsiveness.

# 4.2 Minimum Bidder Qualifications to be Deemed Responsible

A bidder must meet each of the following minimum qualifications to be deemed responsible:

- **4.2.1** Bidder must have been in business and providing services similar in requirements and scale to those described in this IFB for a minimum of one (1) year.
- **4.2.2** Bidder must receive a minimum average of six points on two Reference Score Sheets for a total minimum scoring requirement of 12 points discussed in Section 3.1.3.
- **4.2.3** Bidder must qualified to do business in Mississippi by registering with the Secretary of State. Any Bidder who is not registered to do business in the state on the bid submission deadline must agree to complete any necessary registration within five business days of the Notice of Intent to Award if the Bidder is named the intended awardee.

#### 4.3 Basis for Award:

- 4.3.1 All bids will be reviewed first to determine whether a Contractor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the MDOC Chief Procurement Officer may allow the Contractor to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Contractors.
- 4.3.2 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Contractor with the bid for the MDOC to properly evaluate the bid, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 4.3.3 All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and

responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

**4.3.4** MDOC intends to award multiple contracts to provide the services described in this IFB to the lowest responsible and responsive Contractors. Multiple awards may be made if an award to two or more Contractors for similar services is necessary for adequate delivery. Any such awards shall be limited to the least number necessary to meet the valid requirements of the MDOC. The number of awards is at the sole discretion of the MDOC.

#### 4.4 Lowest and Best

The contract will be awarded to the lowest and best responsible/responsive bidder whose bid meets the requirements and criteria set forth in this IFB.

Where more than one responsive and responsible bidder submitted identical prices which are the lowest overall bid prices and meet all the requirements set forth in the IFB:

- Resident vendors shall be given preference over non-resident vendors, pursuant to Mississippi Code Annotated § 31-7-47;
- If, after evaluation of this criterion, there continue to be low tie bids, each of the low tie bidders may be informed of their status as a low tie bidder and a Best and Final Offer ("BAFO") may be requested;
- If, after receiving responses to the request for a BAFO, there continue to be low tie bids, an award may be made, in the discretion of the MDOC Head, in any permissible manner that will discourage tie bids; and
- If no permissible method will be effective in discouraging tie bids, and a written determination is made so stating, award may be made by drawing lots. In such case, those bidders involved shall be invited to attend the procedure.

#### 4.5 Award Notification

After reviewing the bids, MDOC will post its Notice of Intent to Award on the MDOC website and the Procurement Portal and will notify all bidders by email. Such notification does not confer contract rights on the intended awardee. Any contract awarded from this IFB requires approval by the Public Procurement Review Board.

# 4.6 Debriefing

A bidder may request a debriefing. Send a request for debriefing via email to Procurement@mdoc.state.ms.us on or before 3:00 p.m. CST on January 27, 2025).

#### 4.7. Reconsideration

Any potential bidder can request that MDOC reconsider the terms of the solicitation. The potential bidder shall file any such request within three business days following the date of public notice of the solicitation. The potential bidder must submit the request by email to **both** of the following individual:

- Princess Hayes, Project Management Team Leader, Procurement@mdoc.state.ms.us
- Amelia Gamble, OPSCR Director, Amelia.Gamble@dfa.ms.gov

It shall be the sole responsibility of the requesting vendor to ensure the request is *received* in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

#### 4.8 Contractor Certification

The Contractor agrees that submission of a signed bid form is certification that the Contractor will accept an award made to it as a result of the submission.

#### 4.9 Contract Execution

By executing a Contract that results from this IFB, the Contractor expressly agrees to the imposition of liquidated damages. The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the requirements set forth in this IFB. If the Contractor fails to meet any item, service, deliverable or other duty of this IFB, the MDOC will impose Liquidated Damages of (\$250.00) for every month the Contractor is not in compliance. The MDOC's Probation and Parole Agent may inspect the facility at any time and will provide written notice to the Contractor's Representative of all liquidated damages accessed, accompanied by details sufficient for justification of assessment. The MDOC shall deduct the liquidated damages from the next monthly invoice following the imposed damages. Documentation of the amount of damages imposed shall be included with the invoice.

When issues of non-compliance are identified in the inspection, the Contractor shall be required to submit a written Corrective Action Plan (CAP) that will include a deadline for completion/resolution of the identified issues to the Probation and Parole Agent or designee within thirty calendar days, depending on the seriousness of the non-compliance issue. If necessary, a follow-up visit will be scheduled by the Probation and Parole Agent or designee, at which time full Contract compliance must be met. Failure to correct deficiencies may result in a determination of Breach of Contract and termination of services.

#### 5.0 Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

# ATTACHMENT A

# **BID COVER SHEET**

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

# PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services
IFB RFx Number 3160007102
Opening Date: 10:00 AM CST, January 21, 2025
Mississippi MDOC of Corrections
Office of Procurement & Contracts
Attention: Princess R, Haves, Project Management

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3<sup>rd</sup> Floor

Jackson, Mississippi 39201 SEALED BID – DO NOT OPEN

| Name of Company: |
|------------------|
| Quoted By:       |
| Signature:       |
| Address:         |
| City/State/Zip:  |
| Telephone:       |
| Fax Number:      |
| E-Mail Address:  |

# seeking to contract for services pursuant to this IFB: In addition to providing the above contact information, please answer the following questions regarding your company: What year was your company started? How many years has the company been in business of performing the services called for in this IFB? Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. If your company is not physically located within the vicinity, how will you supply required services Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and State law(s)? List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. For how many customers has your company provided Transitional Housing Services in the past two years?

Name and phone number of Company Representative to be contacted by the MDOC

| What is the largest customer your company has provided Transitional Housing Services for in the past two years?                                      |
|--|
| Describe any specific services which your company offers along with any specialized experienc certification, and/or education of your current staff. |
|  |
|  |

# ATTACHMENT B

#### **BID FORM**

| Company | Contact Person | Telephone Number |
|---------|----------------|------------------|
|         |                |                  |
|         |                |                  |
|         |                |                  |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00 x

Bid calculation = Total Beds x Rate per Bed x 365 = \$

\*Offerors may offer an amount less than \$20.00 per day per bed.

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date |
|------------------|------|
|                  |      |
|                  |      |
|                  |      |
|                  |      |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

| Company Name: |  |   |
|---------------|--|---|
|               |  | _ |
|               |  |   |

| Printed Name of Representative: |  |  |
|---------------------------------|--|--|
| Date:                           |  |  |
| Signature:                      |  |  |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid

#### ATTACHMENT C

# CERTIFICATIONS AND ASSURANCES

| As an authorized signatory for   |
|--|
| I make the following certifications and assurances as a required element of the bid to which it is |
| attached and the understanding that the truthfulness of the facts affirmed here and the continued  |
| compliance with these requirements are conditions precedent to the award or continuation of the    |
| related contract(s):   |

#### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

# 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

# 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to

those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name:      |  |
|------------|--|
| Title:     |  |
| Signature: |  |
| Date:      |  |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid - or if no redacted version is produced, the full bid document will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not

| acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:   |
|---|
| Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive. |
| Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.   |
| Company Name:   |
| Printed Name of Representative:   |
| Date:   |
| Signature:  |

Note: Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

# ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1                            |
|--|
| Name of Company:                       |
| Dates of Service:                      |
| Contact Person:                        |
| Address:                               |
| City/State/Zip:                        |
| Telephone Number:                      |
| Cell Number:                           |
| E-mail:                                |
| Alternative Contact Person (optional): |
| Telephone Number:                      |
| Cell Number:                           |

| E-mail:                                |
|--|
| REFERENCE 2                            |
| Name of Company:                       |
| Dates of Service:                      |
| Contact Person:                        |
| Address:                               |
| City/State/Zip:                        |
| Telephone Number:                      |
| Cell Number:                           |
| E-mail:                                |
| Alternative Contact Person (optional): |
| Telephone Number:                      |
| Cell Number:                           |
| E-mail:                                |
|  |
| REFERENCE 3                            |
| Name of Company:                       |
| Dates of Service:                      |
| Contact Person:                        |
| Address:                               |

| Cell Number:                           |
|--|
| E-mail:                                |
| Alternative Contact Person (optional): |
| Telephone Number:                      |
| Cell Number:                           |
| E-mail:                                |
| REFERENCE 5 Name of Company:           |
| Dates of Service:                      |
| Contact Person:                        |
| Address:                               |
| City/State/Zip:                        |
| Telephone Number:                      |
| Cell Number:                           |
| E-mail:                                |
| Alternative Contact Person (optional): |

| Telephone Number: |  |
|-------------------|--|
| Cell Number:      |  |
| E-mail:           |  |

# ATTACHMENT F

# **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

# TO BE COMPLETED BY MDOC STAFF ONLY

| Company Name:   |     |         |  |  |  |
|---|-----|---------|--|--|--|
| Reference Name:   |     |         |  |  |  |
| Person Contacted, Title/Position:   |     |         |  |  |  |
| Date/Time Contacted:  |     |         |  |  |  |
| Service From/To Dates:  |     |         |  |  |  |
| Was Contractor able to provide Transitional Housing Services?   | Yes | No      |  |  |  |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.  | Yes | No      |  |  |  |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No      |  |  |  |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No      |  |  |  |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .)  | Yes | No      |  |  |  |
| Would you enter into a contract with them again?  | Yes | No      |  |  |  |
| Would you recommend them?   | Yes | No      |  |  |  |
| Contractor must have a minimum of 6 "yes" answers on the questions above f (total of 12 "yes" answers) to be considered responsible and for its bid to be considered. Pass/Fail |     | eferenc |  |  |  |
| Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain.   | Yes | No      |  |  |  |

| A "yes" to the above question may result in an automatic disqualification of the provided references therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |
|---|-------|------|--|
| Notes:  |       | de:  |  |
|   |       |      |  |
| Called by:  |       |      |  |
| Signature   | Title | Date |  |

#### ATTACHMENT G

# REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

- Acknowledgement of Amendments: Contractors shall acknowledge receipt of any amendment
  to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and
  returning the provided signature form via email to the email address listed on the form. Each
  Contractor shall submit a written acknowledgement of every amendment to the MDOC on or
  before the submission deadline.
- 2. <u>Applicable Law:</u> 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 the Mississippi.
- 3. <u>Approval</u>: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC to proceed under the 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the 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.
- Certification of Independent Price Determination: By submitting a bid, the Contractor, 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 Contractor, or
  competitor for the purpose of restricting competition.
- 6. Compliance with Equal Opportunity in Employment Policy: Contractors understand 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.
- 7. <u>Compliance with Laws:</u> Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or modified.
- 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.

- 9. <u>E-Payment:</u> 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.
- 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 the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following:

- a. termination of the contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- b. 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,
- c. 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.
- 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 of Personal Service Contract Review Rules and Regulations.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
  - b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d. Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - i. Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and

- \$2,000,000.00 per occurrence limit for multiple claimants.
- ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. **Professional Liability** insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- f. Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to the contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - iii. Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - iv. Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

# Additionally:

- In no event shall the requirement for an insurance be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi MDOC of Insurance.
- Contractor shall submit to MDOC within seven (7) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for the bid to be declared non-responsive or for the contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance requirements specified in the
  procurement and contract prior to performing under the contract, and Contractor shall
  maintain the required insurance coverage throughout the duration of the contract and all
  warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under the contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of

- aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor 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 Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. <u>Contractor's Representation Regarding Contingent Fees</u>: By responding to the solicitation, 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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. 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 the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. Procurement Regulations: This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 17. Property Rights: Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two

- (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.
- 19. Representation Regarding Gratuities: The 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 connect 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.
- 20. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.
- 21. 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 contact. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contract 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.

#### 22. Termination:

a. 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.

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

# ATTACHMENT H

# OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. Attorney's Fees and Expenses: Subject to other terms and conditions of the agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing the agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDOC be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of the agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the agreement.
- 5. Change in Scope of Work: The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.
  - If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the

particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

# 6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
  - i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
    - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
    - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
    - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. Limitation of Clause. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- 7. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

- 8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. Contractor Personnel: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. <u>Debarment and Suspension:</u> Contractor certifies to the best of its knowledge and belief, that it:
  - a. *is not* presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
  - b. has not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in

- paragraphs two (b) and (c) of this certification; and,
- e. *has not*, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 12. <u>Disclosure of Confidential Information</u>: In the event that either party to the agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of the agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- 13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information:
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or.
  - f. is disclosed with the disclosing party's prior written consent.
- 14. <u>Errors in Extension</u>: If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver:</u> In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. <u>Failure to Enforce</u>: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. <u>Final Payment:</u> Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically

exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.

- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance</u>: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. <u>Indemnification</u>: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 21. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. <u>Infringement Indemnification</u>: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MDOC against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- 23. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages:</u> When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if

Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

- 25. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For the MDOC:                   | For Contractor:    |
|---------------------------------|--------------------|
| Burl Cain, Commissioner         | [Name, Title]      |
| Mississippi MDOC of Corrections | [Contractor Name]  |
| 301 North Lamar Street          | [Address]          |
| Jackson, MS 39201               | [City, State, Zip] |

- 28. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 29. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.
- 30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.
- Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, MDOCs, agencies, agents, and employees from and against all

claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MDOC. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

- 32. <u>Priority:</u> The contract consists of this agreement with exhibits, the IFB RFx 3160007102 (hereinafter referred to as "IFB" and all attached, and the bid(s) submitted (hereinafter referred to as "Bid" and attached. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 33. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 34. Record Retention and Access to Records: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three years period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three years period, whichever is later.
- 35. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
- 36. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until

they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

- 37. <u>Right to Inspect Facility:</u> The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any stateowned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. <u>Third Party Action Notification</u>: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

## ATTACHMENT I

# IFB RFx: 3160007102 IFB for Transitional Housing Services IFB Exception(s)

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

| Procurement Section and Page Number | Original Language | Requested Change/Exception | MDOC<br>Decision |  |
|-------------------------------------|-------------------|----------------------------|------------------|--|
| 1.                                  |                   |                            |                  |  |
| 2.                                  |                   |                            |                  |  |
| 3.                                  |                   |                            |                  |  |
| 4.                                  |                   |                            |                  |  |
| 5.                                  |                   |                            |                  |  |

## Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance o its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitiona Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission DeadlineJanuary 22, 2025   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Receipt for Amendment #2 Acknowledged: (signature)  |
| Name (Print): Date:   |
| Company: Title:   |



Please find the attached Amendment. This Amendment will also be posted on our website.

Thank you,

Princess R. Hayes
Project Management Team Leader
Legal Department
Mississippi Department of Corrections
301 North Lannar Street
Jackson, MS 39201
Phone: 601-359-5304
Princess.Hayes@mdoc.state.ms.us



5:45 PM 1/17/2025



The cut off time was extended to 1:00 PM on tomorrow, January 22, 2025.

Sincerely, Princess

Princess R. Hayes
Project Management Team Leader
Legal Department
Mississippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201
Phone: 601-359-5304
Princess, Hayes@midoc.state.ms.us



From: luther martin <uri>sufo@luthermartin.org>

Sent: Tuesday, January 21, 2025 4:12 PM

To: Hayes, Princess < large <a href="mailto:hings-semidoc.state.ms.us">hings-semidoc.state.ms.us</a>

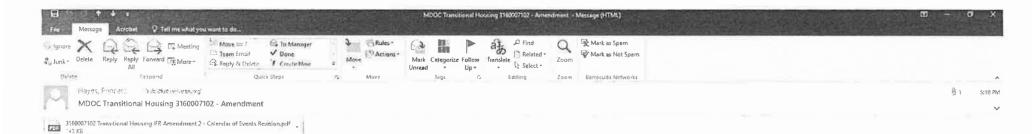
Subject: Re: MDOC Transitional Housing 3160607102 - Amendment

Greetings, is the cut off time for tomorrow's submission at 10? thanks



www.luthermartin.org





Please find the attached Amendment. This Amendment will also be posted on our website.

Thank you,

Princess R. Hayes
Project Management Team Leader
Legal Department
Mississippl Department of Corrections
301 North Lamar Street
Jackson, M.S 39201
Phone: 601-359-5304
Princess.Hayes@mdoc.state.ms.us





143 kg

Please find the attached Amendment. This Amendment will also be posted on our website.

3160007102 Transitional Housing IFB Amendment 2 - Calendar of Events Revision.pdf

Thank you,

Princess R. Hayes
Project Management Team Leader
Legal Department
Mississippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201
Phone: 601–359-5304
Princess.Hayes@mdoc.state.ms.us



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Please find the attached Amendment. This Amendment will also be posted on our website.

Thank you,

Princess R. Hayes
Project Management Team Loader
Legal Department
Mississippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201
Phone: 601-359-5304
Princess, Hayes@mdoc.stale.ms.us





Princess R. Hayes
Project Management Team Leader
Legal Department
Mississippi Department of Currections

Thank you,

Mississippi Department of Correctio 301 North Lamar Street Jackson, MS 39201

Phone: 601-359-5304 Princess.Hayes@undoc.state.ms.us



Please find the attached Amendment. This Amendment will also be posted on our website.

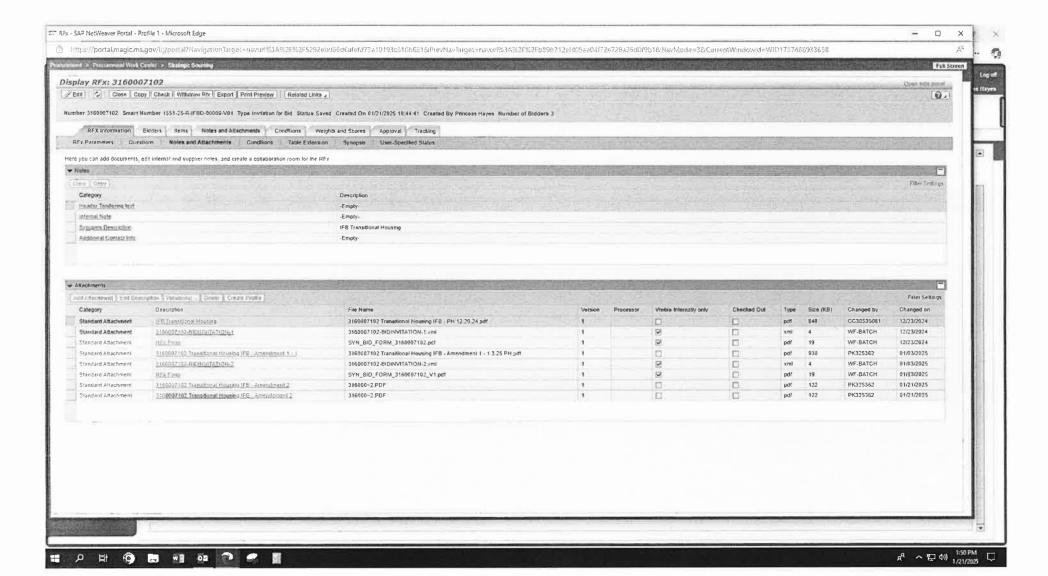


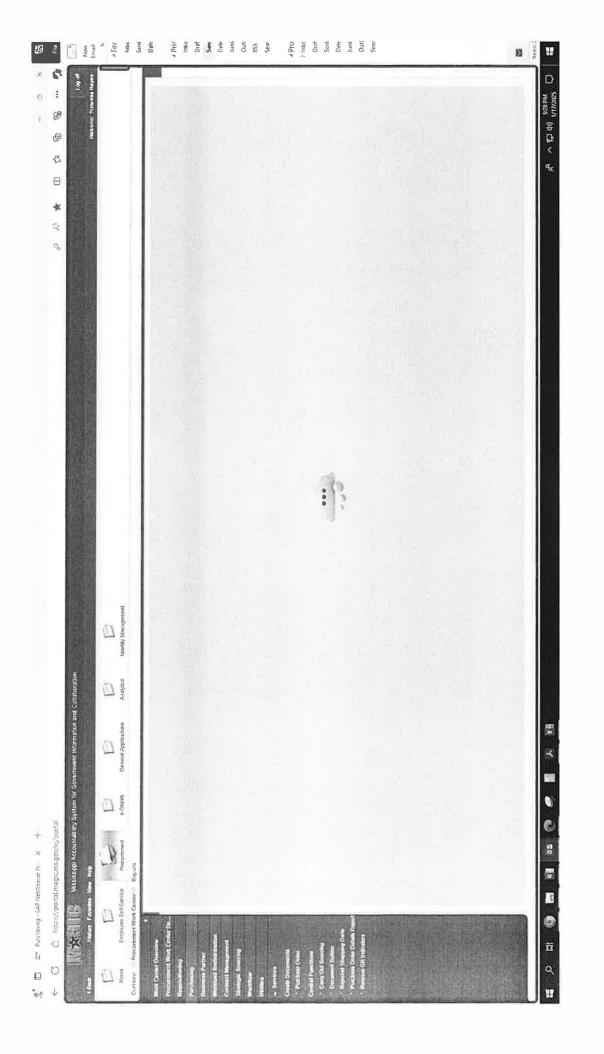
Please find the attached Amendment, This Amendment will also be posted on our website.

Thank you,

Princess R. Hayes
Project Management Team Leader
Legal Department
Mississippi Department of Correctious
301 North Lamar Street
Jackson, MIS 39201
Phone: 601-359-5304
Princess.Hayes@mdoc.state.ms.us









X Procurement [Mississippi Der X 5 3160007102 Transitional House X +

Google Chrome isn't your default browser



## GENERAL PUBLIC

## **PROCUREMENT**

X UKG Worldorce Central(R)

**Public Records Requests** 

Related Legislation

Procurement

Monthly Fact Sheets (2001-2024)

Daily Inmate Population (2021-2024)

Net Admissions by Fiscal Year (2006-2022)

Annual Reports

Criminal Justice Reform Reports

PREA Audit Reports

COVID-19 Information and Updates

Death Row

Current Death Row Demographics

Death Penalty and Executions

Death Penalty in Mississippi

Death Row Inmates

## ✓ Request for Quotes Formal (RFQF)

### △ Invitation for Bid (IFB)

- IFB 3160007102 Transitional Housing Services
  - o 3160007102 Transitional Housing IFB Amendment 1
  - o 3160007102 Transitional Housing IFB Amendment 2 Calendar of Events Revision
- IFB 3160006069 Commercial Washers and Dryers
  - IFB 3160006069-Intent to Award
  - IFB 316006069-Notice to Bidders and Withdrawal
- IFB 3160005845 Cold Storage System
  - o IFB 3160005845-Intent to Award
- IFB 3160005735 Cold Storage System
  - IFB 3160005735-Intent to Award
  - IFB 3160005735-Notice of Cancellation
- . IFB 3160005516 Co-Occuring Disorder Treatment and Recovery Support Services
  - Notice of Intent to Award IEB 3160005516
- IFB 3160005668 Workers Compensation TPA
  - Amendment 1 (Questions Answers) RFX 3160005668 Workers Compensation TPA
  - Notice of Intent to Award Workers Comp MDOC signed
- IFB 3160005585 Curriculum Software for Instruction Remediation and Enrichment (K-12)
  - ♦ IFB 3160005585 Questions and Answers
  - Amendment 1 RFx3160005585
  - Notice of Intent to Award 3160005585

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## **RECEIVED LOG**

## TO BE COMPLETED BY MDOC STAFF ONLY

## **INVITATION FOR BIDS**

Transitional Housing Services RFx#: 3160007102

| #   | Date<br>Received | Company's Name                       | Mail / Hand-<br>Delivered | Time Received |
|-----|------------------|--------------------------------------|---------------------------|---------------|
| 1.  | 1/15/25          | Sobry Living Resdential LLC          | Monted - Delivered by     | 2:45 PM       |
| 2.  |                  | Wew Way Ms phyras Romales            | Hond Delneugh             | 11: or Am     |
| 3.  | 1/21/25          | Crossroads - Vickie De money         | Hand Delivered            | 10:22 AM      |
| 4.  | 1/22/25          | Luther Mortin<br>That Souls Be SAVEd | Hand Delivered            | 11:45 AM      |
| 5.  |                  |                                      |                           |               |
| 6.  |                  |                                      |                           |               |
| 7.  |                  |                                      |                           |               |
| 8.  |                  |                                      |                           |               |
| 9.  |                  |                                      |                           |               |
| 10. |                  |                                      |                           |               |
| 11. |                  | H                                    |                           |               |

Received
1/21/25 010 22 AY
Legal Department

IFB for Transitional Housing Services
IFB RFx Number 3160007102
Opening Date: 10:00 AM CST, January 21,2025
Mississippi MDOC of Corrections
Office of Procurement & Contracts
Attention: Princess R. Hayes, Project Management
Team Lead
301 North Lamar Street, 3rd Floor
Jackson, MS 39201
SEALED BID — DO NOT OPEN

**IFB for Transitional Housing Services** 

IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21,2025

Mississippi MDOC of Corrections

Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead

301 North Lamar Street, 3rd Floor

Jackson, MS 39201

SEALED BID - DO NOT OPEN

Received
01/21/25 & (6-3-14 m
Legal Department

IFB for Transitional Housing Services
IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21,2025
Mississippi MDOC of Corrections

Mississippi MDOC of Corrections
Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead

301 North Lamar Street, 3rd Floor Jackson, MS 39201 SEALED BID - DO NOT OPEN

Received

1/21/25 @/16,22 lm

Legal Departmen:

Received 1/23/25 11:57 Am

1 FB RFx # 316000 7102 + B For Francisconal Housing Source Drawing data 10:00 AM CST, Common 21, 2025 Museumper more Coursestion Office of Procurenment and constructs 19th: Drinesson & Maryer, Project management Forces le 301 North Rasmon St. 3rd Floor

Josephan. Ma 39201

Luther Martin EVANGELIST

601.502.3065 luther@thatsoulsbesaved.org www.luthermartin.org

114 Office Park Plaza, Suite 3 Jackson, MS 39206



Received 1/ 22/25 11
Legal Department

IFB For Transitional Housing Services
IFB RFx Number 3160007102
Opening Date: Disco: a.m., CST, January 21, 2025
Mississippi MDOC of Corrections
Office of Procurement and Contracts
Attention:

Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3rd Floor Jackson, MS 39201

SEALED BID - DO NOT OPEN

Luther Martin EVANGELIST

601.502,3065 luther@thatsoulsbesaved.org www.luthermartin.org

114 Office Park Plaza, Suite 3 Jackson, MS 39206



Received 1/22/25 € 11:45 Legal Department

IFB For Transitional Housing Services
IFB RFx Number 3160007102
Opening Date: pizz: a.m., CST, January 21, 2025
Mississippi MDOC of Corrections
Office of Procurement and Contracts

## Attention:

Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3rd Floor Jackson, MS 39201

SEALED BID - DO NOT OPEN



Jackson, MS 39206 114 Office Park Plaza, Suite 3

Received 11/45 /Im 1/22/25 e 11/45 /Im Legal Department

Opening Date: ω<sub>\$∞</sub>:a.m., CST, January 21, 2025 IFB For Transitional Housing Services Mississippi MDOC of Corrections IFB RFx Number 3160007102

Attention:

Office of Procurement and Contracts

Princess R. Hayes, Project Management Team Lead

301 North Lamar Street, 3rd Floor Jackson, MS 39201

SEALED BID - DO NOT OPEN

Mississippi MDOC of Corrections

Office of Procurement & Contracts
Attention: Princess R. Hayes, Project Management Team Lead
301 North Lamar Street, 3<sup>rd</sup> Floor
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

Make the decision to trust Christ

Received & 8:42 pm Legal Department

New Way Mississippi, Inc. PO Box 24044 Jackson, MS 39225

Received

\$\int 2.3/25 \circ 9:32 \text{ Minutes } \text{Legal Department}\$

Mississippi Department of Corrections

Attention: Procurement and Contracts

RFX: 3160007102

Legal Department

301 North Lamar Street Jackson, MS 39201

SEALED BID - DO NOT OPEN - DELIVER IMMEDIATELY



# PRIORITY

Received & II:12Am
OI/11/23
Legal Department

VINIZS @ 11:02 Am From: Physics Rhoder

New Way Mississippi, Inc. PO Box 24404 Jackson, MS 39225



Mississippi Department of Corrections

Attention: Procurement and Contracts

RFX: 3160007102

Legal Department

301 North Lamar Street

Jackson, MS 39201

SEALED BID - DO NOT OPEN - DELIVER IMMEDIATELY



こうりゅう つつかんりつく コロ

# REUSC Quoted By:

Sober Living Residentia

Tearrah Conerly

Signature:

Address:

2401 State Blvd

City/State/Zip:

Meridian MS 39307

Telephone:

601-527-9119

en1-453-2900

Received

Wisles = 2:45 pm

Hisles = 2:45 pm

He sport Deals.

OFFICE OF PROCUREMENT & CONTRAC 301 N LAMAR ST FL 3 JACKSON MS 39201

BILLING: P/P

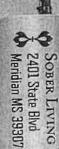
NORTH LAMAR STREAT

171604

HEI CUSTBENCION

Sealed Bid DONOT OPEN Uvoert 1118sing Documents Fore Transitional Housing Senice TFB RFX#: 3160001102

Received 1/25/1/5 & 3,00 Pm Legal Department





Name/Number of IFB: 316000712

Name of Vendor: LUTHER MARTIN EVANGELISTIC ASSOCIATION

Date/Time Received: 01/22/2025 @ 11:45 a.m.

Date/Time of Bid Opening: 01 22 2025 @ 2p.m.

Pass or Fail:

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | Yes    |  |
| Is the bid cover sheet<br>(Attachment A) included and<br>filled out completely?  | No     | Missing Signature<br>didn't answer One<br>question                   |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | Did not acknowledge<br>Amendments I and 2                            |
| Are there at least three (3) legible references included on Attachment E?  | yes    |  |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | missing advanceded ment<br>#1; provided 2 copies<br>of Amendment # 2 |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | Need to select an option   |
| Has bidder been in business<br>and providing services<br>similar in requirements and<br>scale for a minimum of one<br>(1) year?      | yes    |  |
| Is bidder qualified to do<br>business in Mississippi as<br>evidenced by registration<br>with the MS SOS?                             | yes    | pending submission of corrections by deadline                        |
| Is bidder responsive (paragraph 4.1.2.1 of IFB)?   | yes    |  |
| Is bidder responsible<br>(paragraph 4.2 of IFB)?   | yes    | pending reference<br>Checks  |

| Name/Number of IFB: | 3160007102 |
|---------------------|------------|
|                     |            |

Name of Vendor: New Way Mississippi Inc.

Date/Time Received: 01/17/2025 @11:02 a.m.

Date/Time of Bid Opening: Vanuary 22,2025 @2 p.m.

Pass or Fail: Pass

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the  | Yes    |  |
| deadline?  | 900    |  |
| Are there two original bids and one copy of the bid?   | yes    |  |
| Is the bid cover sheet<br>(Attachment A) included and<br>filled out completely?  | Yes    |  |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing Amendment #2<br>Bid was submitted<br>prior to issued Amendment |
| Are there at least three (3) legible references included on Attachment E?  | No     | 3rd ref. missing date of service                                       |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | Missing Amendment #2   |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | yes    |  |
| Has bidder been in business<br>and providing services<br>similar in requirements and<br>scale for a minimum of one<br>(1) year?      | Yes    |  |
| Is bidder qualified to do<br>business in Mississippi as<br>evidenced by registration<br>with the MS SOS?                             | Yes    |  |
| Is bidder responsive (paragraph 4.1.2.1 of IFB)?   | yes    |  |
| Is bidder responsible (paragraph 4.2 of IFB)?  | Yes    | Pending reference<br>Checks  |

| Name/Number of IFB: Transitional Honsing Services 3160007102 |
|--|
| Name of Vendor: Crossroads Outreach Ministries               |
| Date/Time Received: 01 21 2025 @ 10:22 2.m.                  |
| Date/Time of Bid Opening: January 22, 2025 @ 2 p.m.          |
| Pass or Fail: Pass   |

| Requirement                     | Yes/No | Comments                       |
|---------------------------------|--------|--------------------------------|
| Was the bid received by the     | Yes    |                                |
| deadline?                       | Jee    |                                |
| Are there two original bids     | yes    |                                |
| and one copy of the bid?        | 903    |                                |
| Is the bid cover sheet          | yes    |                                |
| (Attachment A) included and     | J 900  |                                |
| filled out completely?          |        |                                |
| Is the bid form (Attachment     | No     | missing Acknowledgment         |
| B) included, filled out         |        | #1                             |
| completely with the pricing,    |        |                                |
| and a wet signature?            |        |                                |
| Are there at least three (3)    | Yes    |                                |
| legible references included on  | 100    |                                |
| Attachment E?                   |        |                                |
| Is the Certifications and       | Yes    |                                |
| Assurances (Attachment C)       | yes    |                                |
| included and completed with     |        |                                |
| a wet signature?                |        |                                |
| Are all amendment               | No     | missing signed                 |
| acknowledgments included        | 140    | noknowledgment of              |
| and completed?                  |        | Acknowledgment of Amenament #1 |
| Is Acknowledgment of bid as     | No     | need to select an              |
| public record (Attachment D)    | 100    |                                |
| included and completed? If      |        | option                         |
| applicable, is there a redacted |        |                                |
| copy of the bid?                |        |                                |
| Has bidder been in business     | 100    |                                |
| and providing services          | Yes    |                                |
| similar in requirements and     |        |                                |
| scale for a minimum of one      |        |                                |
| (1) year?                       |        |                                |
| Is bidder qualified to do       | Yes    |                                |
| business in Mississippi as      | J      |                                |
| evidenced by registration       | •      |                                |
| with the MS SOS?                | ,      |                                |
| Is bidder responsive            | Ves    |                                |
| (paragraph 4.1.2.1 of IFB)?     | J      |                                |
| Is bidder responsible           | Ves &  | pending reference              |
| (paragraph 4.2 of IFB)?         | U -    | 'Checks                        |

| Name/Number of IFB: | 3160007102 |  |
|---------------------|------------|--|
| ^                   |            |  |

Name of Vendor: Sober Living Residential, LLC
Date/Time Received: 01 15 2025 @ 2:45 pm.
Date/Time of Bid Opening: January 22, 2025 @ 2 p.m.

Pass or Fail:

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | NO     | one original, one copy                           |
| Is the bid cover sheet (Attachment A) included and filled out completely?  | Yes    |  |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing Acknowledg-<br>ment of Amendments<br>(2) |
| Are there at least three (3) legible references included on Attachment E?  | Yes    |  |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | Missing both<br>Acknowledgments                  |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | Selected both<br>answers and did<br>not sign     |
| Has bidder been in business<br>and providing services<br>similar in requirements and<br>scale for a minimum of one<br>(1) year?      | Yes    |  |
| Is bidder qualified to do<br>business in Mississippi as<br>evidenced by registration<br>with the MS SOS?                             | Yes    |  |
| Is bidder responsive (paragraph 4.1.2.1 of IFB)?   | No     |  |
| Is bidder responsible<br>(paragraph 4.2 of IFB)?   | yes*   | Pending reference                                |



Name/Number of IFB: 316000712

Name of Vendor: UTHER MARTIN EVANGELISTIC Association

Date/Time Received: 01/22/2025 @ 11:45 a.m.

Date/Time of Bid Opening: 01/22/2025 @ 2 p·m.

Pass or Fail:

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | yes    |  |
| Is the bid cover sheet (Attachment A) included and filled out completely?  | No     | Missing Signature<br>didn't answer One<br>question                 |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | Did not acknowledge<br>Amendments I and 2                          |
| Are there at least three (3) legible references included on Attachment E?  | yes    |  |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | missing acknowledgment<br>#1; provided 2 copies<br>of Amendment #2 |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | Need to select an option   |
| Has bidder been in business<br>and providing services<br>similar in requirements and<br>scale for a minimum of one<br>(1) year?      | yes    |  |
| Is bidder qualified to do<br>business in Mississippi as<br>evidenced by registration<br>with the MS SOS?                             | yes    | pending submission of corrections by deadline                      |
| Is bidder responsive (paragraph 4.1.2.1 of IFB)?   | yes    |  |
| Is bidder responsible (paragraph 4.2 of IFB)?  | yes    | pending reference<br>Checks  |

## ATTACHMENT A

## BID COVER SHEET

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

## PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services

IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025 Mississippi MDOC of Corrections

Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3<sup>rd</sup> Floor Jackson, Mississippi 39201 SEALED BID – DO NOT OPEN

| Name of Company:      | Luther Martin Evangelistic Association | (Next Step Program) |
|-----------------------|--|---------------------|
| Quoted By: Luther M   | /lartin                                |                     |
| Signature:            | w 8 Mart                               |                     |
|                       | Park Plaza, Suite 3                    |                     |
| City/State/Zip: Jacks | son Mississippi, 39206                 |                     |
| Telephone: 601-3      | 76-8747 / 601-502-3065                 |                     |
| Fax Number: 1-76      | 89-251-5711                            |                     |
| E-Mail Address: inf   | fo@luthermartin.org                    |                     |

Page 22 of 52

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB: Luther Martin 601-502-3065 In addition to providing the above contact information, please answer the following questions regarding your company: What year was your company started? 2018 How many years has the company been in business of performing the services called for in this IFB? 4.5 Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 114 Office Park Plaza, Suite 3, Jackson Mississippi 39206 Jackson Ms - principle place of business, State of Mississippi Incorpated If your company is not physically located within the vicinity, how will you supply required services to MDOC? N/A - all of our locations are based in Mississippi and will remain for endurance of contract if awarded. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and State law(s)? Yes List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. State of Mississipp registered Non-profit 501(c) 3 Register Organiztion

Page 23 of 52

For how many customers has your company provided Transitional Housing Services in the past

two years?
4.5 years

## **ATTACHMENT B**

## **BID FORM**

| Company                          | Contact Person | Telephone Number |
|----------------------------------|----------------|------------------|
| Luther Martin Evangelistic Asso. | Luther Martin  | 601-502-3065     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

120

x 18.95 \*
\$830,010.00

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date             |
|------------------|------------------|
| One              | January 3, 2025  |
| Two              | January 17, 2025 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Luther Martin Evangelistic Association - Men of MORE

Page 25 of 52

| Printed Name of I | Representative: Luther E. MAK | tin |
|-------------------|-------------------------------|-----|
| Date:             | 1-22-2025                     |     |
| Signature:        | Jute en fante                 |     |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amenda         | nent 1 are required with your IFB. |
|--|------------------------------------|
| Receipt for Amendment #1 Acknowledged: (si | gnature) Toute & Mfunci            |
| Luther E. MARtin Name (Print)              | 1-21-2021                          |
| Name (Print)                               | Date                               |
| Luther Marken Evan Asso.                   | TRESident                          |
| Company                                    | Title                              |

### ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

| Along with a complete copy of its bid, bidder has submitted a second copy of the bid                |
|---|
| document in which all information bidder deems to be confidential commercial and financial          |
| information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith  |
| in order to prohibit public access to portions of the bid which are not subject to Mississippi Code |
| Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and             |
| agrees that The Mississippi Department of Corrections may release the redacted copy of the bid      |
| document at any time as a public record without further notice to bidder. A bidder who selects this |
| option but fails to submit a redacted copy of its bid may be deemed non-responsive.                 |
|   |

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

| Company Name:      | Luther Martin Evangelistic Association - Men of MORE        |
|--------------------|---|
| Printed Name of    | Representative: Lothon E. MARKEN                            |
| Date:              | 1 - 22 - 2025   |
| Signature:         | jute e Mante  |
| Note: Failure to s | ign this acknowledgement or making any modification to this |

acknowledgment may result in the bid being rejected as non-responsive.

Page 29 of 52

#### ATTACHMENT A

#### **BID COVER SHEET**

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

#### PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025 Mississippi MDOC of Corrections

Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3rd Floor

Jackson, Mississippi 39201 SEALED BID – DO NOT OPEN

| Name of Company:      | Luther Martin Evangelistic Association | (Next Step Program) |
|-----------------------|--|---------------------|
| Quoted By: Luther I   | Martin                                 |                     |
| Signature:            |  |                     |
| Address: 114 Office   | e Park Plaza, Suite 3                  |                     |
| City/State/Zip: Jacks | son Mississippi, 39206                 |                     |
| Telephone: 601-3      | 376-8747 / 601-502-3065                |                     |
| Fax Number:           |  |                     |
| E-Mail Address: in    | fo@luthermartin.org                    |                     |

Page 22 of 52

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

| Luther Martin 601-502-3065   |
|--|
| In addition to providing the above contact information, please answer the following questions regarding your company:  |
| What year was your company started? 2018   |
| How many years has the company been in business of performing the services called for in this IFB?  4.5  |
| Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.  114 Office Park Plaza, Suite 3, Jackson Mississippi 39206  Jackson Ms - principle place of business, State of Mississippi Incorpated |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC?  |
| Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional termsNo   |
|  |
| Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and State law(s)? Yes  |
| List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.  State of Mississipp registered Non-profit  501(c) 3 Register Organiztion   |
|  |
| For how many customers has your company provided Transitional Housing Services in the past two years? 4.5 years  |

Page 23 of 52

| What is the largest customer your company has provided Transitional Housing Services   |  |
|--|--|
| the past two years?  | Mississippi Department of Corrections  |
|  | c services which your company offers along with any specialized experience, education of your current staff. 1) Job Placement, |
|  | gement Training, 3) Drug Recovery, 4) CDL Training Opportunity   |
| Staff Certifications:  | Life Skills/Change Plan, Choice and Change, Employment Ability life skills   |
| enter a construction of the construction of th |  |
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Page 24 of 52

#### ATTACHMENT B

#### **BID FORM**

| Company                          | Contact Person | Telephone Number |
|----------------------------------|----------------|------------------|
| Luther Martin Evangelistic Asso. | Luther Martin  | 601-502-3065     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

| Total Beds Currently Available (minimum is 10 beds)              |   | 120          |
|--|---|--------------|
| Maximum Rate Per Bed Per Day is \$20.00                          | X | 18.95*       |
| Bid calculation = Total Beds x Rate per Bed x 365                | = | \$830,010.00 |
| *Offerors may offer an amount less than \$20.00 per day per bed. |   |              |

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date |
|------------------|------|
|                  |      |
|                  |      |
|                  |      |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Luther Martin Evangelistic Association - Men of MORE

Page **25** of **52** 

| Printed Name of Rep   | resentative: LUthere E. MARtin                               |        |
|-----------------------|--|--------|
| Date:                 | 1/21/2025  |        |
| Signature:            | me & Mark  |        |
| Note: Failure to sign | the bid form may result in the bid being rejected as non-res | ponsiv |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

#### ATTACHMENT C

#### **CERTIFICATIONS AND ASSURANCES**

| As an authorized signatory for          | Luther Martin Evangelistic Association                     |
|---|--|
| I make the following certifications and | assurances as a required element of the bid to which it is |
| attached and the understanding that the | truthfulness of the facts affirmed here and the continued  |
| compliance with these requirements are  | e conditions precedent to the award or continuation of the |
| related contract(s):                    |  |

#### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to

Page 27 of 52

those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name: Luther Martin Evangelistic Association |  |
|--|--|
| Title: President                             |  |
| Signature:                                   |  |
| Date:  |  |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

Page 28 of 52

### ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

| Company Name: Luther Martin Evangelistic Association - Men of MORE            |
|---|
| Printed Name of Representative: Lother F. Martin                              |
| Date: 1/21/25   |
| Signature:  |
| Note: Failure to sign this acknowledgement or making any modification to this |

**Note:** Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

Page 29 of 52

#### ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1                                   |
|---|
| Name of Company: Vital Core Health Stratagies |
| Dates of Service: 2022-2024                   |
| Contact Person: Lula Hull                     |
| Address: 755 Woodlands PKWY                   |
| City/State/Zip: Ridgeland Mississippi 39157   |
| Telephone Number: 601-499-5778                |
| Cell Number: 601-480-0018                     |
| E-mail: LHull@vitalcorehs.com                 |
| Alternative Contact Person (optional):        |
| Telephone Number:                             |
| Cell Number:                                  |
|   |

Page **30** of **52** 

| E-mail:                    |  |            |
|----------------------------|--|------------|
| REFERENCE 2                |  |            |
| Name of Company:           | Hinds County Probation and Parole Office |            |
| Dates of Service:          | 2020-2025                                |            |
| Contact Person:            | Agent Joseph Moore                       |            |
| Address:                   | 421 W. Pascagoula St                     |            |
| City/State/Zip:            | Jackson Ms 39203                         |            |
| Telephone Number:          | 601-933-2887                             | <b>=</b> 5 |
| Celi Number:               | 601-927-3114                             |            |
| E-mail:                    | JosephMoore@mdoc.state.ms.us             |            |
| <b>Alternative Contact</b> | Person (optional):                       |            |
| Telephone Number:          |  |            |
| Cell Number:               |  |            |
| E-mail:                    |  | _          |
| REFERENCE 3                |  |            |
| Name of Company:           | Consolidated Catfish                     |            |
| Dates of Service:          | 2021-2025                                |            |
| Contact Person:            | Billy Boswell                            |            |
| Address: 229               | South St                                 |            |

Page **31** of **52** 

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| City/State/Zip: Isola Mississippi 38754               |
|---|
| Telephone Number: 1-800-228-3474                      |
| Cell Number: 662-721-8614                             |
| E-mail: Bboswell@deltapride.com                       |
| Alternative Contact Person (optional):                |
| Telephone Number:                                     |
| Cell Number:  |
| E-mail:   |
| REFERENCE 4   |
| Name of Company: Carroll County Correctional Facility |
| Dates of Service: 2023-2025                           |
| Contact Person: Ashley Kitchens                       |
| Address: 33714 MS HWY 35                              |
| City/State/Zip: Vaiden Mississippi 39176              |
| Telephone Number: 662-464-5209                        |

Page **32** of **52** 

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| Cell Number:                            |
|---|
| E-mail: akitchens@carrollcounty.ms      |
| Alternative Contact Person (optional):  |
| Telephone Number:                       |
| Cell Number:                            |
| E-mail:                                 |
| REFERENCE 5 Name of Company: McDonald's |
| Dates of Service: 2024-2025             |
| Contact Person: Francis King            |
| Address: 595 Beasley Rd                 |
| City/State/Zip: Jackson Ms 39203        |
| Telephone Number: 601-356-9422          |
| Cell Number: 601-813-7109               |
| E-mail: frances_k@att.net               |
| Alternative Contact Person (optional):  |

Page **33** of **52** 

| Telephone Number: |  |  |
|-------------------|--|--|
| Cell Number:      |  |  |
| E-mail:           |  |  |

#### ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1           |   |
|-----------------------|---|
| Name of Company:      | Central Mississippi Connectional Center |
| Dates of Service:     | 2022 - 2025                             |
| Contact Person:       | Sonya Hand                              |
| Address:              | 3794 Ms Hwy 468                         |
| City/State/Zip:       | PEMP 1 MS 39208                         |
| Telephone Number:     | 601-932 - 2880                          |
| Cell Number:          | 769-268-5297                            |
| E-mail:               | SP Hand @ MODE. State. MS.US            |
| Alternative Contact l | Person (optional):                      |
| Telephone Number:     |   |
| Cell Number:          |   |

Page **30** of **52** 

#### ATTACHMENT F

#### **References Score Sheet**

### IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

| Company Name.   |     |    |
|---|-----|----|
| Reference Name:   |     |    |
| Person Contacted, Title/Position:   |     |    |
| Date/Time Contacted:  |     |    |
| Service From/To Dates:  |     |    |
| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                      | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

| Do you have any business, professional or personal interest in the |  | No |
|--|--|----|
| Contractor's organization? If yes, please explain.                 |  | 2  |

Page **35** of **52** 

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |  |
|---|-------|------|--|--|
| Notes:  |       |      |  |  |
|   |       |      |  |  |
| Called by:  |       |      |  |  |
| Signature   | Title | Date |  |  |

Page **36** of **52** 

#### ATTACHMENT I

# IFB RFx: 3160007102 IFB for Transitional Housing Services IFB Exception(s)

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

| Procurement Section and Page Number | Original Language | Requested Change/Exception | MDOC<br>Decision |  |
|-------------------------------------|-------------------|----------------------------|------------------|--|
| 1,                                  |                   | No Exceptions Taken        |                  |  |
| 2.                                  |                   |                            |                  |  |
| 3.                                  |                   |                            |                  |  |
| 4.                                  |                   |                            |                  |  |
| 5.                                  |                   |                            |                  |  |

Page **52** of **52** 

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| To inform the Prospective Bidders of the following.   |
|---|
| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transition Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1 of the IFB, as follows: |
| Anticipated Bid Package Submission DeadlineJanuary 22, 202  |
| Anticipated Bid Opening Date  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 202  |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to the change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.   |
| Signature and Submission of Amendment #2 are required with your proposal  |
| Receipt for Amendment #2 Acknowledged: (signature)  |
| Name (Print): Luther E. Martin Date: Jan 21,25  Company: Luther martin furny tiste Title: Posident  |
| Company: butter markin furny histie Title: 125 iden 7   |

## Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of      |
|---|
| its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional      |
| Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 |
| of the IFB, as follows:   |

| Anticipated Bid Package Submission Deadline                      | January 22, 2025                         |
|--|--|
| Anticipated Bid Opening Date                                     | January 22, 2025                         |
| Anticipated Notice of Intent to Award Date MDOC                  | January 28, 2025                         |
| All other dates got forth in the IED remain athemaics smaken and | A mar associations manufacturing to this |

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

Signature and Submission of Amendment #2 are required with your proposal.

| Receipt for Amendment #2 Acknowledged: (signature)    |
|---|
| Name (Print): Lother E. MARtin Date: 1-21-2025        |
| Company: Luther MARLY EM ASSO (LMEA) Title: President |



# "Make the one decision... to trust Christ"

601.376.8747 www.luthermartin.org

114 Office Park Plaza, Ste 3 Jackson, MS 39206

#### Overview of locations and services:

- We presently have five locations.
- Three in the Jackson area and two in the Mississippi Delta at Isola.
- We have two locations that house Sex-offenders

#### **Martin House Apartments**

3352 Livingston Rd Jackson, Ms. Total of 8, 3-bedroom Apartments, a total of 44 beds 4 Apartments handicapped accessible

#### **Downtown Main**

124 E. South St Jackson Ms. 39201 50 Beds Handicapped Accessible

#### **Floral St Campus Addiction Recovery**

5982 Floral Drive Jackson, Ms. 39206

#### The Delta House

136 Cole Lake RdIsola Ms.13 bedsSex Offenders Accepted

#### The Delta House 2

40 Easy Money Rd Isola Ms. 13 Beds Sex Offenders Accepted

Bringing people to Christ through the simple message of the Gospel.

#### **Services Offered**

#### Residency:

We offer a safe atmosphere with three daily meals.

#### **Employment:**

- We offer employment and transportation too and forth.
- We presently staff three businesses that hire numbers.

#### Training provided:

- Employment Readiness
- Financial Management Community Bank Outreach
- Christian Discipleship Classes
- Self Help Change Course

#### **Drug Treatment:**

• We will offer a comprehensive program dealing with drug addiction located at our Floral Education Campus in Jackson Ms.

We will offer any of the other services requested in the IFB. We take no execeptions.

| Se yo a                                 | x offenders of asy Money |     | 38 |   |  |  |  |
|---|--------------------------|-----|----|---|--|--|--|
|   |                          |     |    |   |  |  |  |
| n e e e e e e e e e e e e e e e e e e e |                          |     |    |   |  |  |  |
| ş. <sup>2</sup>                         | 56                       | al. | e  | × |  |  |  |

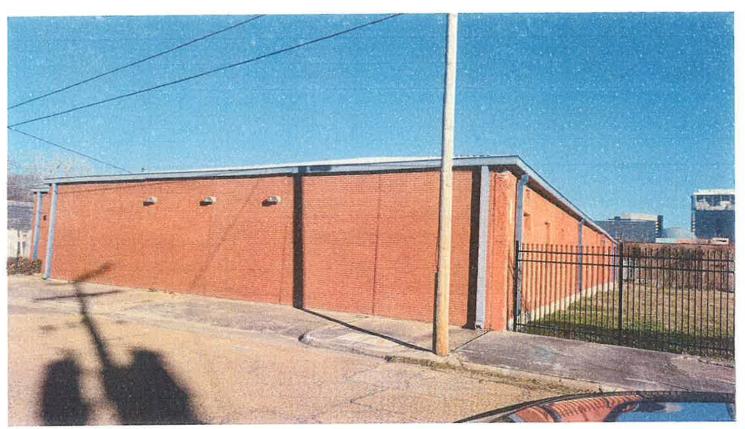


Sex offenders outepted 40 Easy Money Rd Belzoni MS 39038 Delta housed

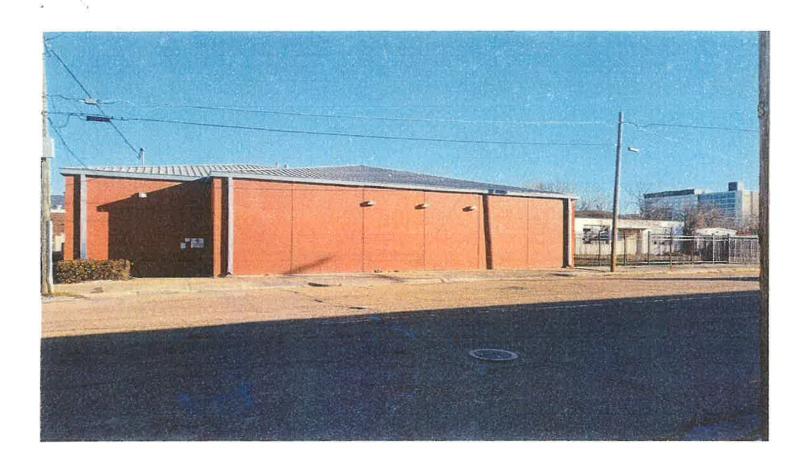


1936 We Lake hood Isola, us 38754 Sex Offenders accepted Delta house 1



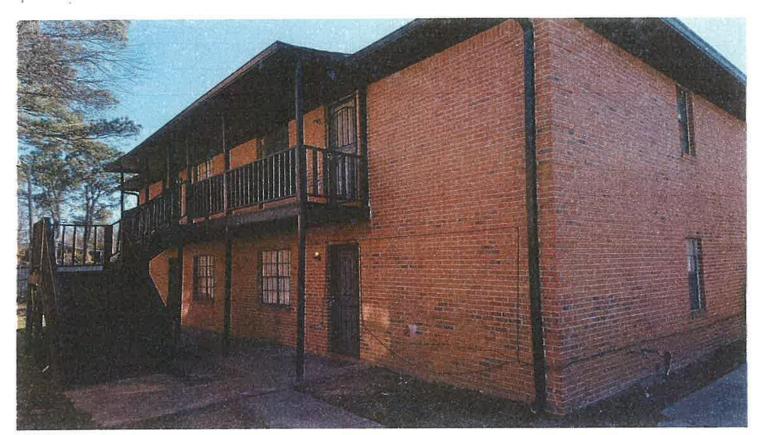


South It downtown main 124 E. South St Jackson MS 39201

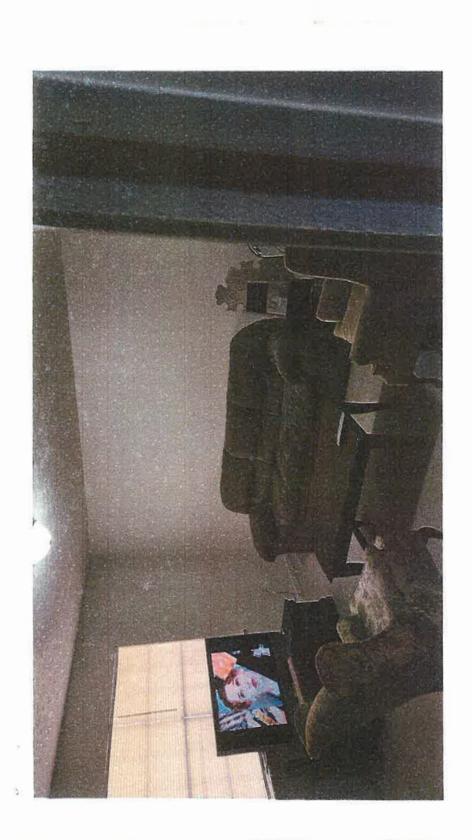




124 South St Dountoun Main

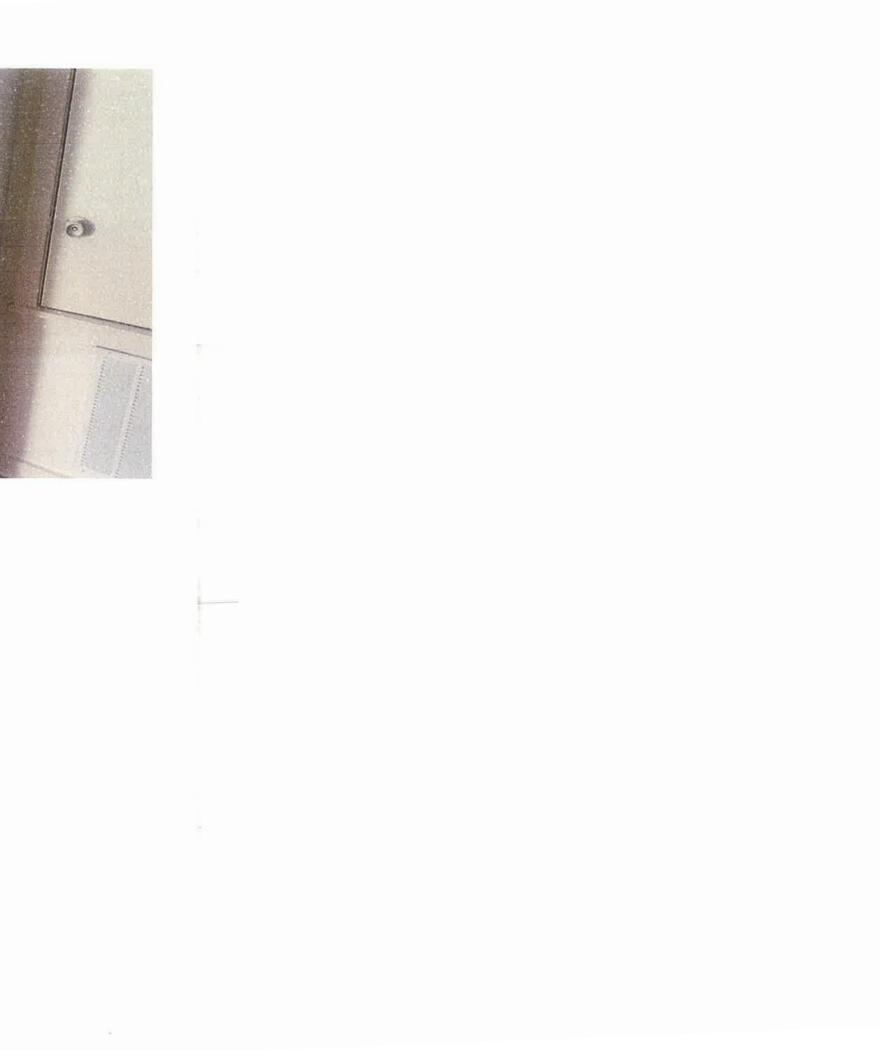


Martin house apart ments 3352 Livingston Rd Jackson Ms 39213 8 Units 3 bedrooms





Inside Livingston



| W + 4 W  |   |  |   |
|--|---|--|---|
| F0001<br>Fee: \$ 50  | Michael Watson  | 2020251918  Business ID: 1219910  Filed: 06/30/2020 09:03 AM |   |
| P.O. BOX 136<br>JACKSON, MS 39205-0136<br>TELEPHONE: (601) 359-1633    | Articles of Incorporation   | Michael Watson Secretary of State                            |   |
| Business Email: Luther Period of Duration: Pe                          | er Martin Evangelistic Association ermartin@evangelistluthermartin.com  |  | 7 |
| NAICS Code/Nature of<br>813110 - Religious Org                         |   |  |   |
| Registered Agent  Name: Tabitha Ma  Address: 112 Harris of Pearl, MS 3 | carter rd   |  |   |
| 2) he/she has provided th  | s that: e above-named registered agent of this appone agent an address for the company, and; o serve as registered agent for this company |  |   |
| document on behalf of  | n the space provided, I certify that I am this entity, have examined the document a is true, correct and complete as of this day          | nd, to the best of my  |   |
| Name: Luther Martin Incorporator                                       | Address: 112 Harris carter rd Pearl, MS 39208   |  |   |
|  |   |  |   |
|  |   |  |   |
| - 40   |   |  |   |



LUTHER MARTIN EVANGELISTIC ASSOCIATION C/O LUTHER MARTIN 6014 FLORAL DR JACKSON, MS 39206-2406

12/08/2022 Employer ID number: 82-4825318 Person to contact: Name: Customer Service 1D number: 31954 Telephone: 677-829-5500 Accounting period ending: February 28 Public charity etatus: 170(b)(1)(A)(vi) Farm 800 / 890-EZ / 800-N required: Yes Effective date of exemption: November 18, 2022 Contribution deductibility: Yes Addendum applies: No 26053727007412

#### Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely.

possesses a marker

Stephen A. Marlin. The process of the Director, Exempt Organizations of the Rulings and Agreements

Letter 847 (Rev. 2-2020) Catalog Number 35152P

#### Luther Martin Evangelistic Association

Profit and Loss by Month January - December 2024

|                               | JAN 2024      | FEB 2024      | MAR 2024     | APR 2024      | MAY 2024      | JUN 2024      | JUL 2024     |
|-------------------------------|---------------|---------------|--------------|---------------|---------------|---------------|--------------|
| Income                        |               |               |              |               |               |               |              |
| Total Income                  |               |               |              |               |               |               |              |
| Expenses                      |               |               |              |               |               |               |              |
| Advertising & Marketing       |               | 20.16         | 122.48       | 62.24         | 57.60         | 86.46         | 60.34        |
| Bank Charges & Fees           | 480.95        | 516.95        | 156.95       | 332.89        | 253.88        | 315.91        | 324.90       |
| Dues & Subscription           | 103,45        | 54.45         | 54.45        | 145.38        | 134.33        | 89.41         | 195.65       |
| Gas & Fuel                    | 48.33         | 96.73         | 344.07       | 739.77        | 174.77        | 368.70        | 281.26       |
| Insurance                     | 1,118.98      | 1,118.98      | 1,159.10     | 1,969.69      | 1,945.53      | 1,761.78      | 1,854.14     |
| Interest Paid                 | 2.47          | 6.54          | 0.50         | 1.45          |               | 0.95          | 1.69         |
| Job Supplies                  | 630.00        | 400.00        | 120.00       | 4,035.92      | 7,777.00      | 9,336.00      | 4,890.00     |
| Legal & Professional Services |               | 220.00        |              |               |               |               |              |
| Meals & Entertainment         | 95.74         | 166-29        | 393.52       | 869.50        | 1,690.51      | 674.00        | 203.70       |
| Office Supplies               | 774.68        | 471.22        | 313.59       | 617,27        | 1,183.09      | 3,142.85      | 2,091.84     |
| Parking & Tolls               |               | 61.67         |              |               |               |               |              |
| Rent & Lease                  | 2,918.25      | 6,302.62      | 2,950.00     | 7,800.00      | 15,319.00     | 9,240.12      | 11,250.00    |
| Repairs & Maintenance         |               |               |              |               | 621.15        | 993.82        |              |
| Software & Apps               | 24.61         | 49.14         | 29.08        | 198.24        | 228.71        | 273.49        | 487.11       |
| Travel                        |               | 3,369.40      | 440.69       | 5,601.09      | 6,771.23      | 7,694.86      | 1,674.32     |
| Uncategorized Expense         | 7,864.83      | 11,467.24     | 2,296.94     | 12,746.96     | 13,590.35     | 11,544.53     | 10,010.00    |
| Unifrom                       | 214.92        | 106.12        | 95.83        | 239.60        |               |               | 262.06       |
| Utilities                     | 1,779.25      |               |              | 283.53        | 631.35        |               | 2,046.10     |
| Vehicle                       | 130.00        | 145.00        | 1,074.51     | 1,926.73      | 2,475.05      | 1,141.33      | 983.00       |
| Waste Management              |               |               |              |               |               | 174.89        |              |
| Total Expenses                | \$16,186.46   | \$24,572.51   | \$9,551.71   | \$37,570.26   | \$52,853.55   | \$46,839.10   | \$36,616.11  |
| NET OPERATING INCOME          | \$ -16,186.46 | \$ -24,572.51 | \$-9,551.71  | \$ -37,570.26 | \$ -52,853.55 | \$-46,839.10  | \$-36,616.11 |
| NET INCOME                    | \$ -16,186.46 | \$ -24,572.51 | \$ -9,551.71 | \$ -37,570.26 | \$ -52,853.55 | \$ -46,839.10 | \$-36,616.11 |



## Luther Martin Evangelistic Association

#### Profit and Loss by Month January - December 2024

|                               | AUG 2024      | SEP 2024      | OCT 2024      | NOV 2024      | DEC 2024     | TOTAL          |
|-------------------------------|---------------|---------------|---------------|---------------|--------------|----------------|
| Income                        |               |               |               |               |              |                |
| Total Income                  |               |               |               |               |              | \$0.00         |
| Expenses                      |               |               |               |               |              |                |
| Advertising & Marketing       | 55.78         | 55.78         | 84.58         | 1,327.02      | 263.44       | \$2,195.88     |
| Bank Charges & Fees           | 1,063.20      | 1,231.65      | 1,223.88      | 653.40        | 631.29       | \$7,185.85     |
| Dues & Subscription           | 121.73        | 144.19        | 255.45        | 203.48        | 263.72       | \$1,765.69     |
| Gas & Fuel                    | 89.50         | 52.76         | 352.14        | 981.93        | 450.52       | \$3,980.48     |
| Insurance                     | 1,372.43      | 1,402.02      | 1,725.17      | 2,569.32      | 2,980.22     | \$20,977.36    |
| Interest Pald                 |               | 14.92         | 8.21          |               | 0.07         | \$36.80        |
| Job Supplies                  | 1,730.00      | 3,390.00      | 802.00        | 4,410.00      | 500.00       | \$38,020.92    |
| Legal & Professional Services |               |               | 0.14          | 62.84         | 3,108.76     | \$3,391.74     |
| Meals & Entertainment         | 155.57        | 85.56         | 910.09        | 333.56        | 1,473.55     | \$7,051.59     |
| Office Supplies               | 196.97        | 422.25        | 882.15        | 2,390.38      | 1,688.28     | \$14,174.57    |
| Parking & Tolls               |               |               |               |               |              | \$61.67        |
| Rent & Lease                  | 14,971.62     | 6,178.52      | 8,496.30      | 18,175.76     | 12,527.43    | \$116,129.62   |
| Repairs & Maintenance         |               | 1,156.50      |               |               |              | \$2,771.47     |
| Software & Apps               | 214.48        | 47.42         | 469.37        | 497.48        | 696.48       | \$3,215.61     |
| Travel                        | 2,316,64      | 1,892.09      | 600.35        | 657.62        | 4,075.42     | \$35,093.71    |
| Uncategorized Expense         | 21,413.20     | 13,510.25     | 43,836.28     | 32,139.48     | 54,659.73    | \$235,079.79   |
| Unifrom                       | 305.46        |               | 320.12        | 156.38        | 144.84       | \$1,845.33     |
| Utilitles                     | 6,812.29      | 5,981.48      | 3,840.56      | 7,161.74      | 4,722.48     | \$33,258.78    |
| Vehicle                       | 1,317.72      | 565.98        | 2,285.71      | 5,095.55      | 2,841.50     | \$19,982.08    |
| Waste Management              |               |               | 442.62        |               | 923.66       | \$1,541.17     |
| Total Expenses                | \$52,136.59   | \$36,131.37   | \$66,535.12   | \$76,815.94   | \$91,951.39  | \$547,760.11   |
| NET OPERATING INCOME          | \$ -52,136.59 | \$ -36,131.37 | \$ -66,535.12 | \$ -76,815.94 | \$-91,951.39 | \$ -547,760.11 |
| NET INCOME                    | \$ -52,136.59 | \$-36,131.37  | \$-66,535.12  | \$ -76,815.94 | \$-91,951.39 | \$-547,760.11  |

## Mississippi Offender Reentry Experience

#### Profit and Loss by Tag Group January - December 2023

|                                       |   |               |              | odridi        | ary - December |            |            |          |          |          |          |          |                          |
|---------------------------------------|---|---------------|--------------|---------------|----------------|------------|------------|----------|----------|----------|----------|----------|--------------------------|
|                                       | JAN 2023                                | FEB 2023      | MAR 2023     | APR 2023      | MAY 2023       | JUN 2023   | JUL 2023   | AUG 2023 | SEP 2023 | OCT 2023 | NOV 2023 | DEC 2023 | TOTAL                    |
| Revenue                               |   |               |              |               |                |            |            |          |          |          |          |          |                          |
| Donalions                             |   | 5,000.00      | 5,000.00     |               |                |            |            |          |          |          |          |          | \$10,000.00              |
| State of Mississippi Revenue          | 16,659.35                               | 2,505,00      | 74,294.72    | 10,749.40     | 3,056.81       | 1,434.00   | 4,875.00   |          |          |          |          |          | \$113,574,28             |
| Total Revenue                         | \$16,659.35                             | \$7,505.00    | \$79,294.72  | \$10,749.40   | \$3,056.81     | \$1,434.00 | \$4,875.00 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$123,574.28             |
| GROSS PROFIT                          | \$16,659.35                             | \$7,505.00    | \$79,294.72  | \$10,749.40   | \$3,056.81     | \$1,434.00 | \$4,875.00 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$123,574.28             |
| Expenditures                          |   |               |              |               |                |            |            |          |          |          |          |          |                          |
| Advertising & marketing               | 560,34                                  | 236.26        | 768.88       | 2,360.40      | 260.81         |            | 282,20     |          |          |          |          |          | \$4,468.89               |
| Clothing                              |   |               | 31,08        |               |                |            |            |          |          |          |          |          | \$31,08                  |
| Contract Labor                        | 430.00                                  | 850.00        |              |               |                |            |            |          |          |          |          |          | \$1,280.00               |
| dues                                  | 39.98                                   | 39.98         | F 400 40     |               |                |            |            |          |          |          |          |          | \$79.96                  |
| Early Departure Fees Equipment Rental | 6,175.36                                | 3,417.16      | 5,426.43     | 161,52        |                |            |            |          |          |          |          |          | \$15,018 98              |
| Groceries                             | 1,064.23                                |               | 142.94       | 101,52        |                |            |            |          |          |          |          |          | \$161.52                 |
| Honorarium                            | 1,004,23                                | 442.00        | 925.00       | 380.00        |                |            |            |          |          |          |          |          | \$1,207-17<br>\$1,747-00 |
| Insurance                             | 492.30                                  | 1,369.90      | 2,532.99     | 408.01        |                |            |            |          |          |          |          |          | \$4,803.20               |
| Liability insurance                   | 1,175.00                                | 1,175.00      | 2,350.00     | 536.67        |                |            |            |          |          |          |          |          | \$5,236.67               |
| Total insurance                       | 1,667.30                                | 2,544,90      | 4,882.99     | 944.68        |                |            |            |          |          |          |          |          | \$10,039.87              |
| Interest paid                         | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 1,32          |              |               |                |            |            |          |          |          |          |          | \$1,32                   |
| Internet                              | 117.00                                  | 1102          | 117.00       |               |                |            |            |          |          |          |          |          | \$234.00                 |
| Meals                                 |   | 24,11         |              | 16.00         |                |            |            |          |          |          |          |          | \$40.11                  |
| Occupancy                             |   |               |              |               |                |            |            |          |          |          |          |          | \$0.00                   |
| Rent                                  | 2,000,00                                |               | 4,100.00     | 2,000.00      |                |            |            |          |          |          |          |          | \$8,100.00               |
| Utilities                             | 2,302.80                                | 6,891.68      | 10,828.96    | 862.27        | 3,428.45       | 255.55     | 993.73     |          |          |          |          |          | \$25,563.44              |
| Total Occupancy                       | 4,302.80                                | 8,891.68      | 14,928.96    | 2,862.27      | 3,428.45       | 255.55     | 993.73     |          |          |          |          |          | \$33,663.44              |
| Office expenses                       |   |               |              |               |                |            |            |          |          |          |          |          | \$0.00                   |
| Bank fees & service charges           |   | 315,24        | 43.42        | 36.37         |                |            |            |          |          |          |          |          | \$395.03                 |
| Office supplies                       | 36.54                                   | 150.75        | 101.44       | 178.09        |                |            |            |          |          |          |          |          | \$466.82                 |
| Small tools & equipment               |   |               |              | 109.36        |                |            |            |          |          |          |          |          | \$109.36                 |
| Software & apps                       | 452.96                                  | 634.84        | 492.96       | 492.96        | 492.96         | 87.85      | 12.96      |          |          |          |          |          | \$2,667.49               |
| Total Office expenses                 | 489.50                                  | 1,100.83      | 637.82       | 816.78        | 492.96         | 87.85      | 12.96      |          |          |          |          |          | \$3,638.70               |
| Outreach                              |   |               |              | 3,650.00      | 565.00         |            |            |          |          |          |          |          | \$4,215.00               |
| Payroll expenses                      |   |               |              |               |                |            |            |          |          |          |          |          | \$0.00                   |
| Health insurance & accident plans     | 1,702.88                                | 1,702,88      | 1,819.26     | 1,819.26      | 1,342,21       | 1,342,21   | 1,342,21   |          |          |          |          |          | \$11,070.91              |
| Payroll Wage Expenses                 | 9,549.57                                | 10,736.00     | 11,638.41    | 11,592,09     | 5,796.04       |            |            |          |          |          |          |          | \$49,312.11              |
| Total Payroll expenses                | 11,252.45                               | 12,438.88     | 13,457.67    | 13,411,35     | 7,138.25       | 1,342.21   | 1,342.21   |          |          |          |          |          | \$60,383.02              |
| Pex Card Residents                    | 7,416.00                                | 12,654.00     | 5,665.00     | 1,237.67      | 582.12         |            |            |          |          |          |          |          | \$27,554.79              |
| Repairs & maintenance                 | 400.00                                  | 688,50        | 203,40       |               |                |            |            |          |          |          |          |          | \$1,291.90               |
| Split Reimbursements                  | 362.81                                  | 1,667.41      | 629 85       | 55,00         |                |            |            |          |          |          |          |          | \$2,715.07               |
| Supplies                              | 592.84                                  | 195.36        | 659.92       | 916.07        | 000.00         |            |            |          |          |          |          |          | 52,364.19                |
| Supplies & materials                  | E00.04                                  | 260.11        | 299.74       | 1,743.49      | 300.00         |            |            |          |          |          |          |          | \$2,603.34               |
| Total Supplies                        | 592.84                                  | 455.47        | 959.66       | 2,659.56      | 300.00         |            |            |          |          |          |          |          | \$4,967.53               |
| Travel                                | 154.00                                  | 247.00        | 240.20       |               | 000.44         |            |            |          |          |          |          |          | \$641,20                 |
| Vehicle rental                        | 154.00                                  | 247.00        | 040.00       |               | 222.44         |            |            |          |          |          |          |          | \$222.44                 |
| Total Travel                          | 154.00                                  | 247.00        | 240.20       |               | 222.44         |            |            |          |          |          |          |          | \$863.64                 |
| Uncategorized Expense                 | ******                                  | *** *** ***   |              | ****          | 60.00          |            |            |          |          | ****     |          |          | \$60.00                  |
| Total Expenditures                    | \$35,024.61                             | \$43,699,50   | \$49,016.88  | \$28,555,23   | \$13,050.03    | \$1,685.61 | \$2,631.10 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$173,662.96             |
| NET OPERATING REVENUE                 | \$-18,365.26                            | \$ -36,194.50 | \$30,277.84  | \$ -17,805.83 | \$-9,993.22    | \$ -251.61 | \$2,243.90 | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$ -50,088.68            |
| Other Expenditures                    |   |               |              |               |                |            |            |          |          |          |          |          |                          |
| Vehicle expenses                      |   | 838.00        | 2,545 60     |               |                |            |            |          |          |          |          |          | \$3,383,60               |
| Vehicle gas & fuel                    | 541_64                                  | 1,554,72      | 2,374.95     | 1,059.54      |                |            |            |          |          |          |          |          | \$5,530.85               |
| Vehicle registration                  |   |               | 69.85        | 4 550 05      |                |            |            |          |          |          |          |          | \$69.85                  |
| Vehicle repairs                       | 1,000.00                                | 0.000 ==      | 4,455.60     | 1,559 39      |                |            |            |          |          |          |          |          | \$7,014.99               |
| Total Vehicle expenses                | 1,541.64                                | 2,392.72      | 9,446.00     | 2,618.93      |                |            |            |          |          |          |          |          | \$15,999.29              |
| Total Other Expenditures              | \$1,541.64                              | \$2,392.72    | \$9,446.00   | \$2,618.93    | \$0.00         | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$15,909.29              |
| NET OTHER REVENUE                     | \$-1,541.64                             | 5 -2,392.72   | \$ -9,446.00 | \$ -2,618.93  | \$0.00         | \$0.00     | \$0.00     | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$0.00   | \$ -15,999.29            |
|                                       |   |               |              |               | *****          |            |            |          | ******   |          | 40.00    | *****    |                          |

# Mississippi Offender Reentry Experience

# Statement of Financial Position

As of December 1, 2023

|                                 | TOTAL          |
|---------------------------------|----------------|
| ASSETS                          |                |
| Current Assets                  |                |
| Bank Accounts                   |                |
| FREE BUSINESS CKING (0888) - 1  | 9.68           |
| FREE BUSINESS CKING (5863) - 1  | 3,163.43       |
| QuickBooks Checking Account     | 530.83         |
| VALUEPLUS BUSINESS (3599) - 1   | 2,629.45       |
| VALUEPLUS BUSINESS (7622) - 1   | 3,929.78       |
| Total Bank Accounts             | \$10,263.17    |
| Accounts Receivable             |                |
| Accounts Receivable (A/R)       | 0.00           |
| Total Accounts Receivable       | \$0.00         |
| Other Current Assets            |                |
| Payments to deposit             | 0.00           |
| Total Other Current Assets      | \$0.00         |
| Total Current Assets            | \$10,263.17    |
| Fixed Assets                    |                |
| Bus                             | 5,000.00       |
| Bus 2                           | 25,000.00      |
| Fixed Asset - Phones            | 2,705.65       |
| Van 3                           | 3,500.00       |
| Total Fixed Assets              | \$36,205.65    |
| TOTAL ASSETS                    | \$46,468.82    |
| LIABILITIES AND EQUITY          |                |
| Liabilities                     |                |
| Current Liabilities             |                |
| Other Current Liabilities       |                |
| Resident Payable                | 227,445.69     |
| Total Other Current Liabilities | \$227,445.69   |
| Total Current Liabilities       | \$227,445.69   |
| Total Liabilities               | \$227,445.69   |
| Equity                          |                |
| Reconciliation Adjustments      | 21,331.97      |
| Retained Earnings               | -136,220.87    |
| Net Revenue                     | -66,087.97     |
| Total Equity                    | \$ -180,976.87 |
| TOTAL LIABILITIES AND EQUITY    | \$46,468.82    |

# **Bid Opening Non-Substantive Evaluation**

Name/Number of IFB: 3160007102

Name of Vendor: New Way Mississippi Inc.

Date/Time Received: 01/17/2025 @11:02 a.m.

Date/Time of Bid Opening: Vanuary 22, 2025 @2 p.m.
Pass or Fail: Pass

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | yes    |  |
| Is the bid cover sheet (Attachment A) included and filled out completely?  | Yes    |  |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing Amendment #2<br>Bid was submitted<br>prior to issued Amendment |
| Are there at least three (3) legible references included on Attachment E?  | No     | 3rd ref. missing date of service                                       |
| Is the Certifications and Assurances (Attachment C) included and completed with a wet signature?                                     | Yes    |  |
| Are all amendment acknowledgments included and completed?  | No     | Missing Amendment #2   |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | Jes    |  |
| Has bidder been in business and providing services similar in requirements and scale for a minimum of one 1) year?                   | Jes    |  |
| Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?                                      | Yes    |  |
| s bidder responsive paragraph 4.1.2.1 of IFB)?   | Jes    |  |
| s bidder responsible<br>paragraph 4.2 of IFB)?   | Jes    | Pending reference<br>Checks  |

#### **ATTACHMENT B**

#### **BID FORM**

| Company                  | Contact Person | Telephone Number |
|--------------------------|----------------|------------------|
| New Way Mississippi, Inc | Larry Perry    | 601-506-4271     |
|                          | Phyllis Rhodes | 601-946-0484     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

| Total Beds Currently Available (minimum is 10 beds) |   | 80        |
|---|---|-----------|
| Maximum Rate Per Bed Per Day is \$20.00             | X | \$20.00 * |
|   |   |           |

Bid calculation = Total Beds x Rate per Bed x 365 = \$\sume{\$584,000.00}\$

\*Offerors may offer an amount less than \$20.00 per day per bed.

**Acknowledgement of Amendments**. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date      |
|------------------|-----------|
| /                | 1-3-2025  |
| 2                | 1-22-2025 |

Page 5 of 31

By signing below, the bidder Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate complete, and current as of the submission date.

| Company Name:                   |  |  |
|---------------------------------|--|--|
| New Way Mississippi, Inc.       |  |  |
| Printed Name of Representative: |  |  |
| Larry Perrs                     |  |  |
| Date:                           |  |  |
| January 22, 2025                |  |  |
| Signature:                      |  |  |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Page 6 of 31

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission DeadlineJanuary 22, 2025   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Name (Print): Larry Perru Date: 1-23-2025   |

## ATTACHMENT E

#### REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

| REFERENCE 1:                                      |                           |
|---|---------------------------|
| Name of company: Gateway Rescue Mission, Inc      |                           |
| Dates of Service: 2004-present                    |                           |
|   | ecutive Director          |
| Address: _328 S Gallatin St, Jackson, MS 39203    |                           |
| Telephone Number: <u>601-353-5864</u>             |                           |
| Cell Phone: 601-594-3730                          |                           |
| Email: <u>info@gatewaymission.org</u>             |                           |
| Alternative Contact Person (optional):            |                           |
| Telephone Number                                  |                           |
| Cell Number:                                      |                           |
| E-mail:   |                           |
|   |                           |
| REFERENCE 2:                                      |                           |
| Name of Company: Central Mississippi Continnum of | Care                      |
| Date of Service: 2022-Present                     |                           |
| Contact Person: Melvin Stamps Title: Dir          | of Planning               |
| Address: 1230 Raymond Rd, Jackson, MS 39204       |                           |
| Telephone Number: 601-969-1895                    |                           |
| Cell Phone: 601-699-7326                          |                           |
| Email: mstamps@centralmscoc.org                   |                           |
| Alternative Contact Person (optional):            |                           |
| Telephone Number                                  |                           |
| Cell Number:                                      |                           |
| E-mail:   |                           |
|   |                           |
| REFERENCE 3:                                      |                           |
| Name of Company: Marvelous Works                  |                           |
| Date of Service: 2010-Present                     | <del></del>               |
| Contact Person: Betty Tyler                       | Title: Executive Director |
| Address: 531 W Capitol St Jackson, MS 39203       | THE DISCOULT DISCOUL      |
| Telephone Number: 601-927-2961                    |                           |
| Cell Phone: 601 949-9955                          |                           |
| Email: bityler@bellsouth.net                      |                           |
| Eman. oftyleragoensoum.net                        |                           |

Alternative Contact Person (optional):

Page 10 of 31

# ATTACHMENT A BID COVER SHEET

IFB for Transitional Housing Services
IFB RFx Number 3160007102
Opening Date: 10:00 AM CST, January 21, 2025
Mississippi MDOC of Corrections
Office of Procurement & Contracts
Attention: Princess R. Hayes, Bid Coordinator
301 North Lamar Street, 3rd Floor
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

| Name of Company: New Way Mississippi, Inc. |
|--|
| Quoted By: Larry Perry                     |
| Signature: Sahter flether                  |
| Address: PO Box 24404                      |
| City/State/Zip: Jackson, MS 39225          |
| Telephone:601-506-4271                     |
| Fax Number:                                |
| E-Mail Address: prhodes@newwaymiss.com     |

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendmen           | t 1 are required with your IFB. |
|--|---------------------------------|
| Receipt for Amendment #1 Acknowledged: (signat | ure) Lang Pennex                |
| LARRY Perry<br>Name (Print)                    | 1-17-2025                       |
| Name (Print) / S                               | Date                            |
| Company  | Title                           |

| Name and phone number of Company Representative to be contacted by the MDOC seeking to   |
|--|
| contract for services pursuant to this IFB: La myPerry 6 01506-4271  |
| In addition to providing the above contact information, please answer the following questions regarding your company:  What year was your company started?   |
| How many years has the company been in business of performing the services called for in this IFB?   |
| New Way Mississippi has been in business for 25 years. We have provided transitional housing and supportive services in partnership with the Mississippi Department of Corrections since 2014 which will be 10 years by the time this IFB becomes effective in 2024.   |
| Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.   |
| Home Office: 6510 Cole Rd, Ridgeland MS 39157  Principle place of business: 916 Inge Street, Jackson MS 39203  Mailing Address: PO Box 24404, Jackson MS 39225  Place of Incorporation: 1896 North Frontage Rd, Clinton MS 39056   |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC? We are physically located within the vicinity.   |
| The facility addresses are as follows:  916 Inge Street Jackson MS 39203_(26 beds)  836 Medical Plaza Jackson MS 39204_(16 beds)  4450 Bullard St Jackson MS 39209 (7beds)  1218 Macon St Jackson MS 39203 (3 beds)  1711 Saint Charles St Jackson MS 39203 (8 beds)  1072 Simpson HWY 149 Magee MS 39114 (20).  We do not have housing for registered sex offenders |
| Is your company licensed and/or certified to provide the services as required by any and all applicable  |
| Federal and State law(s)? YES  List all licenses or permits your company possesses that are applicable to performing the services  |
| required in this IFB. Annual Secretary of State Certification, Internal Revenue Tax Exempt Status.   |

Page 1 of 31

| For how man   | ny customers has your company provided Transitional Housing Services in the past two   |
|---------------|--|
| years?        |  |
| In 2023 v     | we served 240 Transitional Housing clients and in 2024 we served 231 Transitional      |
| housing clie  | nts.   |
| What is the l | argest customer your company has provided Transitional Housing Services for in the pas |
| two years? _  | Mississippi Department of Corrections  |
|               |  |

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

When started in 1998, New Way Mississippi (NWM) provided transitional housing to the homeless who were recovering substance abusers and/or ex-offenders. At that time, it operated only one house with five male participants. Since that time, it has expanded to housing capacity of 80 beds. Thus, its facilities as well as the services have expanded beyond weekly group meetings to include employment assistance, financial management, spiritual counseling, education assistance, homebuyer education, and other life skills training. It has a strong and diverse board of directors that includes pastors, former educators, community developers, homeless providers, mass media and business professionals.

Although NWM has been active since 1998, its founder, Larry Perry, President/CEO has been providing services to the homeless and recovering substance abusers for more than 23 years. He got his initial start as director of a drug rehab program, New Day Drug Rehab Ministry, (Program of New Horizon Ministries, Inc.) which received national recognition by US-HUD for its innovative approach to housing and serving recovering alcohol/drug population. This program housed over 30 men and women (separate housing) and received support from private corporations, foundations, banks, state and local government.

Prior to operating NWM full-time, Larry Perry worked with Gateway Rescue Mission for over 8 years as program director and deputy director. Gateway is the largest homeless shelter in the Metro Jackson area and operates an alcohol/drug rehab center with over 70 bed capacity (2 sites). Mr. Perry was instrumental in restructuring the shelter and alcohol/drug rehab program which enhanced Gateway's capacity and their overall program effectiveness. He enhanced the program's effectiveness by developing comprehensive supportive services – personal life skill training, counseling, healthcare, money management, family reunification sessions, GED classes, employment preparation and employment placement. He also assisted in securing funding for a new men's facility that housed an additional 52 men. This project received regional recognition by the Federal Home Loan Board of Dallas (Southwest Region) in their quarterly magazine.

Additional key team members include: Mrs. Brandy Davis who has a degree in Social Services, Gregory Glass who has a degree in Business Administration, Dr. Phyllis Rhodes who has a PhD in Finance and has continued to worked as the Chief Financial Officer for New Way Mississippi for slightly over 12 years.

Page 2 of 31

The primary focus of NWM's transitional housing program is to rehabilitate the participating ex offenders and transform them into employable, healthy and productive individuals by: 1) Providing a stable, safe and structured housing environment to rehabilitate; 2) Preparing participants to reintegrate into society with interdependent support systems; and 3) Developing external relationships with family, community and service providers. The success of the program will be indicated by the number of participants who effectively reintegrated into mainstream society with employment.

Our goal is to provide transitional housing services to returning citizens who are Male Non-Registered Sex Offenders. We do not provide housing that meet requirements as stated in MS Code Ann. 45-33-25 regarding facilities housing Registered Sex Offenders. Program participants will enroll in the Transitional Program for a minimum of 4 months and a maximum of 6 months stay.

We see housing as a necessary and basic need during the transition process. It is the foundation of our supportive services which ensure that participants are closer to becoming self-reliant. It is difficult to provide supportive services without the housing component; and the housing service without the supportive services usually lead to long term dependency. So, to enhance our housing services, we provide the following supportive services:

- a. Employment Skills Training and Placement Many ex-offenders have employable skills but may not know how to market themselves. We teach them how to market themselves with confidence and excitement by updating their resume, tips on an effective interviewing, "how to make a good first impression", "how to keep the job once you get it", appropriate dress and hair grooming and connecting them to appropriate employers.
- b. Referral to qualified Substance Abuse Programs It is important that the participants who experience substance abuse and addiction receive the therapy required to manage their addictions. Participants will be referred to other agencies within the Jackson Mississippi area for support and therapy.
- c. Educational Assistance We bring GED providers to the site for the participants. All they need to do is show up for class and do the work. For those who are a bit more advanced, we connect them to local community programs i.e. Community Colleges and Vocational Ed. Schools.
- d. Individual and Group Therapy The director and program manager allow time to meet one-on-one with participants; however, any issue beyond their level of training, is referred to MS Mental Health, MS Dept of Human Services and local faith-based leaders. Group sessions are conducted weekly and often time outside speakers volunteer to meet with the groups to discuss issues within our curriculum.
- e. Opportunity to Reconnect with Family Members- When it is conducive, we encourage and make an effort to reconnect ex-offenders with their families. This makes a difference in how the ex-offender sees their future, especially when children are involved.

Page 3 of 31

f. Transportation – This service is important because many participants do not have vehicles and their work site may not be on a bus line. It makes the difference in allowing them to keep a job. Although they may have the skill and education, without transportation it just doesn't connect.

Page 4 of 31



#### ATTACHMENT B

#### **BID FORM**

| Company                  | Contact Person | Telephone Number |
|--------------------------|----------------|------------------|
| New Way Mississippi, Inc | Larry Perry    | 601-506-4271     |
|                          | Phyllis Rhodes | 601-946-0484     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

x

\$20.00 \*

Bid calculation = Total Beds x Rate per Bed x 365 = \$584,000.00 \*Offerors may offer an amount less than \$20.00 per day per bed.

**Acknowledgement of Amendments**. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Date     |
|----------|
| 1-3-2025 |
|          |
|          |

Page 5 of 31

By signing below, the bidder Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate complete, and current as of the submission date.

| Company Name:                   |
|---------------------------------|
| New Way Mississippi, Inc.       |
|                                 |
| Printed Name of Representative: |
| LARRY Peron                     |
|                                 |
| Date:                           |
| January 17, 2025                |
|                                 |
| Signature:                      |
| Lantus Petern                   |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Page 6 of 31



#### ATTACHMENT C

#### **CERTIFICATIONS AND ASSURANCES**

As an authorized signatory for <u>New Way Mississippi. Inc.</u>, I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

#### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Page 7 of 31

#### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name: Larry D. Perry           |  |
|--------------------------------|--|
| Title: Chief Executive Officer |  |
| Signature: Lapta Perry         |  |
| Date: 1-17-2025                |  |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

Page 8 of 31

#### ATTACHMENT D

#### BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

| requirements of the statement acknowledged. Choose one:   |
|---|
| Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive. |
| X Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.   |
| Company Name: New Way Mississippi, Inc.   |

**Note:** Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

Printed Name of Representative: Larry Pewr

Date: January 17, 2025

Page 9 of 31

#### ATTACHMENT E

#### REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

|   | executive Director         |
|---|----------------------------|
| Address: 328 S Gallatin St, Jackson, MS 39203 Telephone Number: 601-353-5864 Cell Phone: 601-594-3730 |                            |
| Email: <u>info@gatewaymission.org</u> Alternative Contact Person (optional): Telephone Number         |                            |
| Cell Number:<br>E-mail:   |                            |
| REFERENCE 2: Name of Company: Central Mississippi Continuum o   | of Care                    |
| Address: 1230 Raymond Rd, Jackson, MS 39204   | oir of Planning            |
| Telephone Number: 601-969-1895 Cell Phone: 601-699-7326 Email: mstamps@centralmscoc.org               | -                          |
| Alternative Contact Person (optional):<br>Telephone Number<br>Cell Number:                            |                            |
| E-mail:   |                            |
| REFERENCE 3: Name of Company: Marvelous Works   |                            |
| Date of Service:  Contact Person: Betty Tyler   | Title: Executive Director  |
| Address: 531 W Capitol St Jackson, MS 39203   | Title. Exceditive Bilector |
| Telephone Number: <u>601-927-2961</u>   |                            |
| Cell Phone: 601 949-9955  |                            |
| Email: bityler@bellsouth.net  |                            |
| Alternative Contact Person (optional):  |                            |

Page 10 of 31



## ATTACHMENT F

## **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

## TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name:  |     |    |
|--|-----|----|
| Person Contacted, Title/Position:  |     |    |
| Date/Time Contacted:   |     |    |
| Service From/To Dates:   |     |    |
| Was Contractor able to provide Transitional Housing Services?  | Yes | No |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                       | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?   | Yes | No |
| Would you recommend them?  | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Company Name:

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     | V  |

Page 11 of 31

| A "yes" to the above question may<br>therefore, resulting in a score of z | •     |      |
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Page 12 of 31

#### ATTACHMENT G

#### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Acknowledgement of Amendments: Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 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 the Mississippi.
- 3. Approval: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC to proceed under the 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the 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.
- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, 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 Contractor, or competitor for the purpose of restricting competition.
- 6. Compliance with Equal Opportunity in Employment Policy: Contractors understand 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.
- 7. Compliance with Laws: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or modified.
- 8. Contract Rights: Contract rights do not vest in any party until a contract is legally executed.

Page 13 of 31

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The MDOC is under no obligation to award a contract following issuance of this solicitation.

- 9. <u>E-Payment:</u> 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.
- 10. <u>E-Verification:</u> 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:

- a. termination of the contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- b. 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,
- c. 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.
- 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 of Personal Service Contract Review Rules and Regulations.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
  - b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d. Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - i. Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and

Page 14 of 31

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- \$2,000,000.00 per occurrence limit for multiple claimants.
- ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- f. Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to the contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - iii. Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - iv. Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### Additionally:

- In no event shall the requirement for an insurance be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi MDOC of Insurance.
- Contractor shall submit to MDOC within seven (7) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for the bid to be declared non-responsive or for the contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance requirements specified in the
  procurement and contract prior to performing under the contract, and Contractor shall
  maintain the required insurance coverage throughout the duration of the contract and all
  warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under the contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of

Page 15 of 31

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- aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor 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 Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. Contractor's Representation Regarding Contingent Fees: By responding to the solicitation, 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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. <u>Paymode:</u> 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 the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. Procurement Regulations: This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 17. Property Rights: Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two

Page 16 of 31

- (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.
- 19. Representation Regarding Gratuities: The 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 connect 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.
- 20. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.
- 21. 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 contact. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contract 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.

#### 22. Termination:

a. 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.

Page 17 of 31

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

#### ATTACHMENT H

# OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. Attorney's Fees and Expenses: Subject to other terms and conditions of the agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing the agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDOC be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of the agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the agreement.
- 5. Change in Scope of Work: The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.
  - If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the

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Page 19 of 31

particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

#### 6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
  - i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
    - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
    - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
    - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. Limitation of Clause. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- 7. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Page 20 of 31

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

- 8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. <u>Contractor Personnel</u>: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free. nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- a. *is not* presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
- b. *has not*, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in

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Page 21 of 31

- paragraphs two (b) and (c) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 12. <u>Disclosure of Confidential Information</u>: In the event that either party to the agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of the agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- 13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - f. is disclosed with the disclosing party's prior written consent.
- 14. <u>Errors in Extension:</u> If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver:</u> In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. <u>Failure to Enforce</u>: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. <u>Final Payment:</u> Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically

Page 22 of 31

exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.

- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance:</u> Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. <u>Indemnification</u>: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 21. <u>Independent Contractor Status:</u> Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MDOC against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- 23. <u>Integrated Agreement/Merger:</u> This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages</u>: When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if

Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

- 25. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For the MDOC:                   | For Contractor:    |
|---------------------------------|--------------------|
| Burl Cain, Commissioner         | [Name, Title]      |
| Mississippi MDOC of Corrections | [Contractor Name]  |
| 301 North Lamar Street          | [Address]          |
| Jackson, MS 39201               | [City, State, Zip] |

- 28. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 29. <u>Oral Statements:</u> No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.
- 30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.
- 31. <u>Patents and Royalties:</u> Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, MDOCs, agencies, agents, and employees from and against all

claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MDOC. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

- 32. Priority: The contract consists of this agreement with exhibits, the IFB RFx 3160007102 (hereinafter referred to as "IFB" and all attached, and the bid(s) submitted (hereinafter referred to as "Bid" and attached. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 33. <u>Quality Control</u>: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 34. Record Retention and Access to Records: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three years period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three years period, whichever is later.
- 35. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
- 36. <u>Right to Audit:</u> Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until

they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

- 37. <u>Right to Inspect Facility:</u> The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any stateowned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. <u>Third Party Action Notification</u>: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

### ATTACHMENT I

# IFB RFx: 3160007102 IFB for Transitional Housing Services IFB Exception(s)

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

| Procurement<br>Section and Page<br>Number |  | Original Language | Requested Change/Exception | MDOC<br>Decision |
|---|--|-------------------|----------------------------|------------------|
| 1,  |  |                   |                            |                  |
| 2.  |  |                   |                            |                  |
| 3.  |  |                   |                            |                  |
| 4.  |  |                   |                            |                  |
| 5.  |  |                   |                            |                  |

Page 28 of 31

### Facility Locations Vendor: New Way Mississippi, Inc.

| Vendor          | Housing location/address | # of beds |
|-----------------|--------------------------|-----------|
| New Way MS Inc. | 916 Inge St.             | 26        |
| •               | Jackson, MS 39203        |           |
| New Way MS Inc  | 1711 St. Charles Street  | 8         |
| ·               | Jackson, MS 39209        |           |
| New Way MS Inc. | 4450 Bullard St.         | 7         |
| •               | Jackson, MS 30204        |           |
| New Way MS Inc. | 1072 Simpson Hwy 149     | 20        |
|                 | Mendenhall MS 39114      |           |
| New Way MS Inc. | 1218 Macon Street        | 3         |
| •               | Jackson, MS 39203        |           |
| New Way MS Inc. | 836 Medical Plaza        | 16        |
| •               | Jackson, MS 39204        |           |

Total number of beds listed for this project: 80

Corporate office address and phone numbers: 6510 Cole Rd, Ridgeland MS 39157.

Primary point of contact: CEO – Larry D. Perry 601-506-4271 or 601-354-4002 Chief Financial Officer – Dr. Phyllis Rhodes 601-946-0484

### New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160005650

### PICTURES & FACILITY LOCATIONS



916 Inge St Jackson, MS 39203 Facility Location (26 beds)



916 Inge St Jackson, MS 39203 Bedroom



1072 Simpson HWY 49 Magee, MS 39114 Facility Location (20beds)



### New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160005650



4450 Bullard St Jackson, MS 39209

Facility Location (7beds)



1711 Saint Charles St Jackson, MS 39203

Facility Location (8 beds)



836 Medical Plaza Jackson, MS 39204

Facility Location (16 beds)

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCIMNATI, OH 45201

DEPARTMENT OF THE TREASURI

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NEW WAY MISSISSTPPI INC C/O A HARPER 1904 FRONTAGE RD CLINTON, MS 39056-0000 Employer Identification Number: 73-1631055
DLN: 17053295733025
Contact Person: KENNETH W SCHMITT ID# 31226
Contact Telephone Number: (877) 829-5500
Public Charity Status: 509(a)(2)

Dear Applicant:

Our letter dated FEBRUARY 20, 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an expanication exempt from Federal income tax under section 501(c)(3) of the Code.

Fublication 557, Pax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 1800) 829-3676. Information is also available on our Internet Web Site at yow.lrs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30~a.m.~5:30~p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements

Latter 1050 (DO/CG)



### STATE OF MISSISSIPPI

### CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

### NEW WAY MISSISSIPPI, INC. File Number: 100016843

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

This Certificate of Registration expires on 05/15/2025.

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR ANY OTHER CHARITABLE ORGANIZATION.

Given un der my hand and seal of office this 25th day of October, 2024

Michael Watson

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### **Bid Opening Non-Substantive Evaluation**

| Name/Number of IFB: Transitional Housing Services 3160007102 |  |
|--|--|
| Name of Vendor: Crossroads Outreach Ministries               |  |
| Date/Time Received: 01 21 2025 @10:22 2.m.                   |  |
| Date/Time of Bid Opening: January 22, 2025 @ 2 p.m.          |  |
| $\mathcal{D}_{r}$  |  |

| Requirement  | Yes/No | Comments                             |
|--|--------|--------------------------------------|
| Was the bid received by the deadline?  | yes    |                                      |
| Are there two original bids and one copy of the bid?   | yes    |                                      |
| Is the bid cover sheet<br>(Attachment A) included and<br>filled out completely?  | yes    |                                      |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing acknowledgment<br>#1         |
| Are there at least three (3)<br>legible references included on<br>Attachment E?  | Yes    |                                      |
| Is the Certifications and Assurances (Attachment C) included and completed with a wet signature?                                     | Yes    |                                      |
| Are all amendment<br>acknowledgments included<br>and completed?  | No     | missing signed mount of Amenament #1 |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | need to select an option             |
| Has bidder been in business and providing services similar in requirements and scale for a minimum of one (1) year?                  | Yes    |                                      |
| Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?                                      | yes    |                                      |
| s bidder responsive paragraph 4.1.2.1 of IFB)?   | Yes    |                                      |
| s bidder responsible<br>paragraph 4.2 of IFB)?   | yes a  | pending reference<br>Checks          |

### ATTACHMENT F

### References Score Sheet

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Company Name:  |        |           |
|--|--------|-----------|
| Mossroads  |        |           |
| Reference Name: Mississippi Department of Corrections  |        |           |
| Person Contacted, Title/Position: Deficer Ceril Lort / Associate Dilector - Community Coll.  | yretis | J         |
| Date/Time Contacted:   |        |           |
| Service From/To Dates: 2016 - Present  |        |           |
| Was Contractor able to provide Transitional Housing Services?  | rYes   | No        |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.   | Yes    | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | (Yes)  | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes    | No        |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .)   | Yes    | No        |
| Would you enter into a contract with them again?   | (Yes)  | No        |
| Would you recommend them?  | (Yes)  | No        |
| Contractor must have a minimum of 6 "yes" answers on the questions above f (total of 12 "yes" answers) to be considered responsible and for its bid to be considered. Score: Pass/Fail |        | eferences |
| Do you have any business, professional or personal interest in the   | Yes    | (No)      |
| Contractor's organization? If yes, please explain.   |        |           |

Page 40 of 57

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |                                      |  |  |  |
|---|--------------------------------------|--|--|--|
| Notes:  |                                      |  |  |  |
|   |                                      |  |  |  |
| Called by:  Yeuren R. Houses  Signature   | Project Maragement Team Leader Title |  |  |  |

### ATTACHMENT F

### **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Cross Roods                       |  |
|-----------------------------------|--|
| Reference Name:                   |  |
| Person Contacted, Title/Position: |  |
| Date/Time Contacted:   23 25      |  |
| Service From/To Dates:            |  |

| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
|---|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                    | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     |    |

Page 40 of 57

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |
|---|-------|------|--|
| Notes:  |       |      |  |
|   |       |      |  |
| Called by:  |       |      |  |
| Signature   | Title | Date |  |

Page **41** of **57** 

### ATTACHMENT F

### References Score Sheet

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

Company Name:

Score: Pass/Fail

| The Net Date of Service / the Net Counseling an   | d men    | oning |
|---|----------|-------|
| Person Contacted, Title/Position:<br>Cathy Walters / Presedent - She is one of her Sul        | beantrae | ehrs  |
| Date/Time Contacted: 1/23/25 & 12:33 pm   |          |       |
| Service From/To Dates:  |          |       |
| Was Contractor able to provide Transitional Housing Services?                                 | Yes      | (No   |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.    | Yes      | No    |
| Was Contractor easy to work with in scheduling Transitional Housing Services?                 | Yes      | No    |
| Was Contractor easy to work with in scheduling Transitional Housing                           | Yes      | No    |
| Services?   | Yes      | No    |
| Services?  Did Contractor listen when you had an issue and did they readily offer a solution? |          | 1     |
| Services?  Did Contractor listen when you had an issue and did they readily offer a           | Yes      | No    |

Page **40** of 57

Yes

Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain.

| Notes:<br>They are a great brown | zetion. |  |
|----------------------------------|---------|--|
| Called by:                       | Title   |  |

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

### ATTACHMENT F

### References Score Sheet

### IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name:                       |                |
|---------------------------------------|----------------|
| Mississippi Department of corrections |                |
| Person Contacted, Title/Position:     | - left message |
| Date/Time Contacted:                  |                |

| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
|---|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                      | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail fet

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     |    |

Page 40 of 57

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |
|---|-------|------|--|
| Notes:  |       |      |  |
|   |       |      |  |
| Called by:  |       |      |  |
| Signature   | Title | Date |  |

Page 41 of 57



### ATTACHMENT F

### References Score Sheet

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name: Wississippi Deportment of Corrections  Person Contacted, Title/Position: Kadisha Clarly / Community corrections Program Spe      |          |      |
|--|----------|------|
| Person Contacted, Title/Position:  | V 1 -    |      |
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|  | cidist L |      |
| Date/Time Contacted:   |          |      |
| 1/23/25 . 12:24 PM   | - left   | mes: |
| Service From/To Dates: 2015 - Present  |          |      |
| Was Contractor able to provide Transitional Housing Services?  | Yes      | No   |
| Were you satisfied with the Transitional Housing Services provided? If no please explain.  | , (Yes   | No   |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | (Yes)    | No   |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes      | No   |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here \( \sqrt{\chi} \).) | (Yes)    | No   |
| Would you enter into a contract with them again?   | (Yes)    | No   |
| Would you recommend them?  | (Yes)    | No   |

Page **40** of 57

| A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void. |       |  |  |  |
|---|-------|--|--|--|
| Notes:  |       |  |  |  |
| Called by:  |       |  |  |  |
| Called by:  Frances L. Hayes  Signature   | Title |  |  |  |

Page 41 of 57

### ATTACHMENT B

### **BID FORM**

| Company            | Contact Person | Telephone Number |
|--------------------|----------------|------------------|
| Morroad Ministries | Vicki Omorny   | 601-940-5417     |

The pricing quoted shall be inclusive of, but not limited to the following:

- All required equipment/material;
- All required insurance;
- 3. All required overhead;
- All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

#2

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number   | Date    |
|--------------------|---------|
| # RFx 316 000 7102 | 1-22-25 |
| * RFx 316000 7102  | 1-17-25 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Crassreade Mirrost ries

Page 30 of 57

| Printed Name of Representative: | Vicki  | DeMoney | - |
|---------------------------------|--------|---------|---|
| Date: 1-22-25                   |        |         |   |
| Signature: Vacti C              | le mor | Nuy     |   |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

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

Crossroads Outreach Ministry is a 501c3 Christian Faith Based Recovery organization for women coming from prison and other individuals under MDOC supervision. Crossroads runs three types of group homes (Primary Care (1), After Care (1), Independent Care(3)), Primary Care is a required 4 month commitment, which can last up to 6 months. Their time here is designed to be a recovery and transition time back into society. They attend weekly classes that provide relapse prevention, financial training, computer skills, conflict resolution, group therapy, and several faith based classes that help the women overcome, angry, grief and shame. It is a place where women can interact with each other, and the myriad teachers, volunteers and staff of Crossroads Ministries. Primary Care is meant to be a "retreat" from the regular pressures of living independently. We work toward helping each woman restore their documentation, family ties and help them to have a safe exit plan to their next address. Each women is given an opportunity to move to our After Care Program (months 4-12 with Crossroads). In this phase we assist the women with getting a job and providing transportation to that job. (Within our scope of our transportation range.) This time is designed to help them save money, pay fines and hopefully purchase a car. These ladies are still in a recovery program, with emphasis on their emotional and spiritual growth. We have three Independent Care facilities, where we provide independent living but with accountability. We continue to endeavor to keep each on women on a safe path to achieve their personal goals. For the Group Living homes the women are evaluated and are allowed to stay in one of these facilities on a semi-permanent basis. They generally become eligible for these homes after staying with Crossroads for a minimum of 6 months (but usually after 9-12 months). In these group homes, we still test for drugs on a routine basis. The women are required to have a job, and work in an independent manner.

Both primary and After Care the women are provided a mentor and counselor to meet with weekly.

Before admission, we do require each woman to acknowledge:

- 1. Crossroads is a Christian Faith Based Recovery organization.
- 2. She is committing to stay at Crossroads for the entire prescribed treatment period 120 days. (With the option to stay in our After Care as needed.)
- 3. She will abide by the House Guidelines of Crossroads Ministries.
- 4. She will attend and actively participate in all curriculum courses offered by Crossroads Ministries, including weekly Church services.

We do not discriminate against applicants based on religion, race, ethnicity, etc. and there is no "litmus test" to enter our Program as demonstrated by our history.

We have a proven intake process, that we use that has been refined over the past few years. Due to the locations of our homes and their proximity to churches, day cares, and schools, we are not able to take registered sex offenders.

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# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendmen            | t 1 are required with your IFB. |
|---|---------------------------------|
| Receipt for Amendment #1 Acknowledged: (signate | Lune) VICA De Manuel            |
| Vicki DeMoney Name (Print)                      | 1-22-23<br>Date                 |
| Crossrocas Ministries<br>Company                | Executive October Title         |

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission DeadlineJanuary 22, 202  |
| Anticipated Bid Opening Date  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  Signature and Submission of Amendment #2 are required with your proposal.                       |
| Receipt for Amendment #2 Acknowledged: (signature) Vick Official  |
| Name (Print): Vicki DeMoney Date: 1-22-25   |
| Company: Crossmans Outrask Title: Excustive October   |
| Ministria, Onc  |

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

| acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:  |
|--|
| Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.  |
| Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.  Company Name:  Company Nam |
| Printed Name of Representative: Vicki DeMoney  |
| Date: \ - 22-25  |

**Note:** Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

Page 34 of 57



P O BOX 3075, RIDGELAND, MS 39158 www.crossroadsms.org

Dear Sirs,

Crossroads Ministries, is a Mississippi non-profit corporation that has provided a structured transition home for women since 2008. Women very often are trying to leave prison but have no address to submit. They are homeless and need help in order to return to society and their family. With God's help and so many generous donors, church partners and a vast number of volunteers we continue to press forward to what God has called our ministry to do. With our existing partnership with MDOC, we have expanded our capacity to help women transition from prisoners to successful re-entry.

Our Ministry is having a real impact on the women who we are blessed to serve. Since our founding we have helped over 500 women. Since our first contract with MDOC in 2015, we have served 403 women, with 319 who successfully graduated the four month program, 219 stayed in our After Care with 95 of those staying past 6 months.

We recognize that the longer women stay in the program the greater their chances are to succeed. In November 2024 we opened our 5<sup>th</sup> house for women to have a safe place to live. In these homes they have the ability to remain sober, work, save money, and press toward their goals to restore their life. I hope that given our proven track record of success and our long history in serving the women of our state, the Mississippi Department of Corrections will see the value of extending the maximum term from 6 months to a maximum of 8 months. This extra 2 months, regardless of what phase they are in would be of great benefit for the ladies and our ministry.

I serve as Executive Director, our mailing address is P. O. Box 3075. Ridgeland, MS 39158. I have been authorized to transact all business with regard to this IFB by our Board of Directors. Our non-profit organization Tax EIN is 26-4700099.

As founder and Executive Director for the past 16 years it has been my joy to serve these ladies and the state of Mississippi. I look forward to answering any question about our ministry. Please do not hesitate to contact me by phone at 601-940-5417 or email me at <a href="mailto:vicki@crossroadsms.org">vicki@crossroadsms.org</a>.

Sincerely.

Vicki DeMoney Executive Director



### ATTACHMENT A

#### **BID COVER SHEET**

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services

IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025

Mississippi MDOC of Corrections Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead

301 North Lamar Street, 3rd Floor Jackson, Mississippi 39201 SEALED BID - DO NOT OPEN

Name of Company: Crossroads Outreach Ministries

Quoted By: Vicki Demoney, Executive Director; Perry H. Cliburn President, Board of Directors

Signature: Victor Or Money

Address: Mailing- Crossroads Ministries, P. O. Box 3075, Ridgeland MS 39158

Address: Home Office Administration - Crossroads Ministries, 123 Watford Parkway, Canton MS

39046

**Telephone:** 601-940-5417

Fax Number: N/A

E-Mail Address: vicki@crossroadsms.org

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

Vicki DeMoney, Executive Director, 601-940-5417

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? 2008

How many years has the company been in business of performing the services called for in this IFB?

.

16 Years. For the first 7 years, we had no financial support from MDOC, and were supported 100% by churches, individuals and others that love Jesus Christ. We have never charged a dime to any of our participants in the Remediation program since our inception. Everything is literally free of charge to our ladies, while in the initial 6 month remediation program.

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

See above addresses for Home Office and Administration. See attached table of locations for our other locations. All our homes where our ladies live were originally residential homes, and are either in the city of Canton, or just outside Canton in Madison County.

If your company is not physically located within the vicinity, how will you supply required services to MDOC?

N/A

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

N/A

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

Yes, see attached Mississippi Registration Certificate.

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

N/A

For how many customers has your company provided Transitional Housing Services in the past two years?

Since our inception, we have focused exclusively on helping women coming from the Mississippi Department of Corrections, most of whom have addiction problems. We have since our beginning helped over 450 women. See attached worksheet for a summary status of all the ladies we have helped since 2015, the first year of our relationship with MDOC.

What is the largest customer your company has provided Transitional Housing Services for in the past two years?

We are able to work with any incarceration facility in Mississippi. In the past, most of our ladies have come from CMCF, Delta Correctional and the Flowood Satellite facilities.

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

Crossroads Outreach Ministry is a 501c3 Christian Faith Based Recovery organization for women coming from prison and other individuals under MDOC supervision. Crossroads runs three types of group homes (Primary Care (1), After Care (1), Independent Care(3)), Primary Care is a required 4 month commitment, which can last up to 6 months. Their time here is designed to be a recovery and transition time back into society. They attend weekly classes that provide relapse prevention, financial training, computer skills, conflict resolution, group therapy, and several faith based classes that help the women overcome, angry, grief and shame. It is a place where women can interact with each other, and the myriad teachers, volunteers and staff of Crossroads Ministries. Primary Care is meant to be a "retreat" from the regular pressures of living independently. We work toward helping each woman restore their documentation, family ties and help them to have a safe exit plan to their next address. Each women is given an opportunity to move to our After Care Program (months 4-12 with Crossroads). In this phase we assist the women with getting a job and providing transportation to that job. (Within our scope of our transportation range.) This time is designed to help them save money, pay fines and hopefully purchase a car. These ladies are still in a recovery program, with emphasis on their emotional and spiritual growth. We have three Independent Care facilities, where we provide independent living but with accountability. We continue to endeavor to keep each on women on a safe path to achieve their personal goals. For the Group Living homes the women are evaluated and are allowed to stay in one of these facilities on a semi-permanent basis. They generally become eligible for these homes after staying with Crossroads for a minimum of 6 months (but usually after 9-12 months). In these group homes, we still test for drugs on a routine basis. The women are required to have a job, and work in an independent manner.

Both primary and After Care the women are provided a mentor and counselor to meet with weekly.

Before admission, we do require each woman to acknowledge:

- 1. Crossroads is a Christian Faith Based Recovery organization.
- 2. She is committing to stay at Crossroads for the entire prescribed treatment period 120 days. (With the option to stay in our After Care as needed.)
- 3. She will abide by the House Guidelines of Crossroads Ministries.
- She will attend and actively participate in all curriculum courses offered by Crossroads Ministries, including weekly Church services.

We do not discriminate against applicants based on religion, race, ethnicity, etc. and there is no "litmus test" to enter our Program as demonstrated by our history.

We have a proven intake process, that we use that has been refined over the past few years. Due to the locations of our homes and their proximity to churches, day cares, and schools, we are not able to take registered sex offenders.

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While each participant is unique and their particular curriculum will be specific to their needs, all our ladies follow a general program in their recovery and rehabilitation process.

- a. During the first 1-4 months (Phase 1- Primary Care) our ladies:
  - Are NOT ALLOWED TO HAVE A JOB. This allows them time to decompress and participate in our multitude of classes, curriculum and counseling detailed below on Monday through Thursday (including evenings). In summary, each participant may receive up to 30 hours of classroom/counseling time per week. This consists of Life Skill classes, Bible Studies, Recovery Classes, and Church/Service Projects.
  - Thursday, Friday and Saturday is reserved for visits with doctors, legal, and other "off site services that may be needed
  - Sunday All our women attend church services on a rotating basis with our various sponsoring Churches (we have 7 sponsoring churches).
- b. All of our ladies through on job training work at Crossroads Treasures and our Distribution Center., open from 10 am to 4 pm on Thursday, Friday, and Saturday, or other project specific tasks.
- c. Our women may stay longer than 6 months with us (even if we are not billing MDOC for the individual) in our Independent Care homes. In fact, over 30% of all women coming from MDOC from 2015 to the present, who have graduated from our Primary Care Program, stay longer than 6 months! Our goal is not to churn and burn the women through a rigid "6 months and you are out" regimen. Our goal is to restore them to a productive independent life, and sometimes this takes longer than the 6 months period that MDOC specifies. We anticipate continuing these services in the future, as we see this as a fulfillment of our ministry to these women.

Our Curriculum at our Primary Care home has grown and adapted based on the needs of the women, and has been refined over the past few years. As we move forward Crossroads may change, augment, modify this curriculum as future needs arise. The current course content averages over 30 hours per week, and includes the following:

### Life Skills (approximately 8 hours per week)

- 1. Career counseling/life skills
- 2. Job Preparation
- 3. Think (Logic course)
- 4. Financial Management
- Computer Fundamentals Basic Computer operations, Word Processing, Spreadsheets.
   For selected students, advanced training is available in Presentations, or other specific software.

### Bible Studies (approximately 9 hours per week)

- 1. Numerous Bible Studies that vary over time, by multiple Teachers.
- 2. Pastoral Care by several Community Pastor including individual counseling.

### Recovery Classes (approximately 8 hours per week)

- 1. Christian Sobriety
- 2. Relapse Prevention 12 Step Program
- 3. Recidivism and inner growth
- 4. Art Therapy as able
- 5. Conflict Resolution
- 6. One on one counseling (by Professional Counselors as well as Pastors)
- 7. Group therapy
- 8. Celebrate Recovery (Weekly)

### Church / Service Projects (approximately 2 hours per week)

- 1. Weekly attendance at supporting churches on a rotating basis.
- 2.. Other community service projects on an "as needed" basis.

Major obligations of the women include Prohibitions against:

- 1. Illegal drugs, alcohol, and any self administered over the counter medicines. (Al Prescription Medicines are under control of Crossroads Staff)
- 2. Violence.
- 3. Unsupervised visits by friends and family.
- 4. Communication devices including Cell Phones, or other Internet Connected Device (Primary Care only)
- 5. Threatening or abusive behavior.

We work to ensure that all of their medical needs are met. We help with appointments and transportation to Doctor appointments. We provide help with any legal appointments that need attention before they leave.

The entire purpose of our ministry is to transition women into a fully productive functioning member of Society, with an emphasis on sustained self-support through their own work. As such, we will maintain our practice that we have had over our 16 year history and continue to employ women that have graduated and moved past their initial six months period who we believe can help our program, regardless of their history with MDOC. The women that are eligible for various job/employment opportunities with us have built up trust, and have been vetted for abilities and aptitude, and are under supervision as specified by our Executive Director. We have multiple opportunities for our women to work. These include:

- 1. We operate a resale store "Crossroads Treasures" that is currently open on Thursdays, Fridays, and Saturday. Our Women while in Primary Care after they have been vetted may be eligible to work in the store as a reward for making progress in our Primary Care program. This allows the women to earn confidence in dealing with people, and gives them valuable experience for future employment.
- 2. We operate Crossroads Temp Services. Crossroads Ministries can be hired to do specialized job lot work for small manufacturers, or we can be asked to do cleaning, from general office cleaning to Move In/Move Out deep cleaning for residential or commercial property. Again, all women are under supervision. The women are paid an hourly wage for their services by Crossroads Ministries for these jobs.
- 3. Other part time, or full time staff positions as the Ministry has needs.

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The women that are placed in the above jobs have demonstrated over extended periods of time their actions, and we have deemed them responsible to handle whatever duties we give to them. Furthermore, these practices are integral to the success Crossroads has demonstrated over the past 16 years in keeping women from returning to prisons. We do not recognize any conflict of interest, and in fact see this as a fulfillment of our responsibilities to helping the women, as they serve as living examples to newer women entering the program that they too can recover and live a God filled life, including earning a living to support themselves and their family.

Crossroads Ministries reserves the right to make all employment decisions with regards to our Ministry.

Below is a short Bio of our Executive Director.

### **Executive Director Vicki DeMoney**

#### Bi

Born in Greenville, MS December 14.1951. Married to Bobby DeMoney for 43 years they have three children and seven grandchildren. Has lived and worked in Madison County for 40 years. Bobby and Vicki have owned and operated a large Tile Company in this area for over 30 years. She devoted the first 10 years of her marriage to raising her children and then began work at her church in 1983.

### Education

- Callaway High School
- Certified in Basic training in Moral Reconation Therapy (MRT) conducted by Correctional Counseling. Inc. (CCI) of Memphis, TN (2013).

### **Experience**

1983-1995

- Weekday Director for First Baptist Church, Ridgeland, MS she served there for 12 years.
- 1995 Worked with her husband as bookkeeper and office manager
- 1996-1999 First Baptist Church Madison, as Youth Director and then Women's Director
- 2002 Church of the Highlands, Ridgeland, MS as Women's Director and Volunteer Ministry Coordinator.
- 2006 she became involved with Kairos ministry and served as a volunteer Chaplin inside the prison
- 2008 Founder of Crossroads Outreach ministry and Executive Director which has served as a transitional and A&D program for women coming from prison.

One of the key advantages for Crossroads Ministries is that <u>all our Teachers are</u> <u>volunteers</u> with multiple years teaching/mentoring. We believe we have a a phenomenal group of talented, educated, God inspired, servant hearted volunteers who minister to our participants. We do not anticipate changing this model. Crossroads reserves the right to change, modify, add, delete any class at any time, and reserves to

right to assign, remove, or change Teaching / Mentoring staff at any time, for any reason. Listed below are 18 selected biographical sketches on our Teaching / Mentoring / Counseling Staff from the past 3 years.

- Father Ryan Streett Holy Trinity Anglican Church, Madison, MS Pastoral Care
- Pastor Dan Blacksher (Board Member) -Associate Pastor of Hope Fellowship Church in Brandon MS - Current Chairman of Board of Directors for Center for Pregnancy Choices - Jackson, MS. - Pastoral Care
- Chaplain Judy Bryant Word of Life of the Highlands, Ridgeland MS Grief Counseling
- Perry Cliburn (Board Member) Former Chief Information and Chief Technology
  Officer, for various Corporations. 9+ years ministry experience dealing with men and
  women in prisons. BS in Chemical Engineering, and a MBA from Mississippi State
  University.
- Shannon Moncrief-(Board Member) Masters in Social Work., Pinelake Baptist Church, Emotional Recovery
- Catherine Hagwood (Board Member) B.A. Communications and M.S. Mental Health Consulting from Mississippi College. Counselor at Turning Point Counseling. Sponsor of weekly Celebrate Recovery meetings.
- Kristi Horne Realtor with McIntosh & Associates. B.S. In Distributive Education from Mississippi State University. Multiple years experience teaching and leading various small groups.
- Pastor Joel Richardson Senior Pastor of Highland Colony Baptist Church in Ridgeland, MS. Pastoral Care
- JoAnn Watson (Board Member) Masters of Community Counseling, Licensed Professional Counselor - employed in the field of mental health for twenty-seven years.
   Private Practice Therapist for EAP services, and United Healthcare (as a presenter/trainer) and Crisis Care Network
- Wiley Webb Retired Assistant District Attorney for the 13<sup>th</sup> Circuit Court (33 years). 10+ years experience teaching Bible Studies.
- **Boopie Winstead** She leads out in prayer and bringing in speakers to give testimonies how life can begin again.
- Christina Brossettee (Board Member) Spiritual Warfare training in dealing with every day struggles
- Cathey Plunket-volunteer teaching on successful relationships.
- Goodwill Industries (Jeannine Johnston and various teachers), Computer Legalistic
- Chelia Thompson, Smart Start, Holmes Community College
- Jan Martin, Broadmoor Baptist Church, Bible Study
- Mark Sandridge, Madison County Sheriffs office, Effects of Drug

### ATTACHMENT B BID FORM

| Company                        | Contact Person           | Telephone Number |
|--------------------------------|--------------------------|------------------|
| Crossroads Outreach Ministries | Vicki DeMoney, Executive | 601-940-5417     |
|                                | Dir.                     |                  |

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

Please see above Description in Attachment A.

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Total Beds Currently Available25Maximum Rate Per Bed Per Day\$20Bid Calculation = Total Beds x Rate per Bed x 365\$182,500

Acknowledgement of Amendments. All amendments shall be acknowledged by noting Amendment Number and Date below and by signing this form with signature.

| Date         |
|--------------|
| Jan 17, 2025 |
|              |
|              |
|              |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Crossroads Outreach Ministries.

Printed Name of Representative: Vicki DeMoney

Date: 1-20-2025

Signature: Victor De Money

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

### ATTACHMENT C

#### **CERTIFICATIONS AND ASSURANCES**

As an authorized signatory for, Crossroads Outreach Ministries, I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it *has not* retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2

C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- 5. The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- 7. The Bidder and/or authorized representative of the Bidder further certifies the company agrees to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- 9. The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

Name: Vicki DeMoney

Title: Executive Director

Signature: Ucki Demoney

Date: 1 - 20 - 2025

Modifications or additions to any portion of this document may be cause for rejection of the bid.

# ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid - or if no redacted version is produced, the full bid document - will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61 -9(1) (a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Crossroads Outreach Minitries

Printed Name of Representative: Vicki DeMoney

Date: 1-20-2025

Signature: Vicki Outreach Minitries

Note: Failure to sign this acknowledgement or making any modification to this

acknowledgment may result in the bid being rejected as non-responsive.

### ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

### Reference 1

Name of Company: Mississippi Department of Correction

Date of Service: November 2015 to present

Contact Person: Gwen McClinton

Address: 3794 MS-468 City/State/Zip: Pearl, MS 39208

Telephone Number: 601-936-7216

Cell Number:601-421-1611
E-Mail GMcClinton@mdoc.state.ms.us

Alternation Control Description (1975)

Alternative Contact Person (optional) Telephone Number:

Cell Number: E-Mail\_

### Reference 2

Name of Company: Mississippi Department of Correction

Date of Service: November 2015 to Current

Contact: Kadisha Clark

Address: 3390 North Liberty Street City/State/Zip: Canton, MS 39046

Telephone Number: 601-859-7106 Cell Number: 662-739-9008

E-Mail KClark@mdoc.state.ms.ms.us Alternative Contact Person (optional)

Telephone Number: Cell Number:

E-Mail

#### Reference 3

Name of Company: Mississippi Department of Correction

Date of Service:2016 to currently Contact: Officer Cecil Lott

Address: 660 North State Street, Suite 109 City/State/Zip: Jackson, MS 39208

Telephone Number: 769-798-3520 Cell Number: 769-798-8429 E-Mail CLott@mdoc.state.ms.us

Alternative Contact Person (optional) Telephone Number:

Cell Number:

E-Mail\_

### Reference 4

Name of Company: The Net Date of Service: 2019 to Current

Contact Name: Cathy Walters Address: 113 Suncrest Place

City/State/Zip: Brandon, MS 39047

Telephone Number:

Cell Number: 601-201-3935 E-Mail: cathy@thenetms.org

Alternative Contact Person (optional)

Telephone Number: Cell Number: E-Mail\_

### Reference 5

Name of Company: VitalCore HS Date of Service: 2017 to present

Contact Name: Lula Hull

Address: 803 South Wheatley Street City/State/Zip: Ridgeland, MS 39157 Telephone Number: 601-499-5660

Cell Number: 601-480-0018 E-Mail: lhull@vitalcorehs.com

Alternative Contact Person (optional) Telephone Number:

Cell Number: E-Mail\_



### ATTACHMENT F

### **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPEETED BY MDOC STAFF ONLY

| Reference Name:                   |
|-----------------------------------|
| Person Contacted, Title/Position: |
| Date/Time Contacted:              |

### Service From/To Dates:

Company Name:

| Was Contractor able to provide Transitional Housing Services?  | Yes | No |
|--|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                       | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here .) | Yes | No |
| Would you enter into a contract with them again?   | Yes | No |
| Would you recommend them?  | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain. Yes No

Called by:

Signatur Titl Dat

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A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.



### ATTACHMENT G

### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

- Acknowledgement of Amendments: Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 2. <u>Applicable Law:</u> 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 the Mississippi.
- 3. Approval: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC to proceed under the 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the 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.
- 5. <u>Certification of Independent Price Determination:</u> By submitting a bid, the Contractor, 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 Contractor, or competitor for the purpose of restricting competition.

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- 6. Compliance with Equal Opportunity in Employment Policy: Contractors understand 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.
- 7. Compliance with Laws: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and

regulations, as now existing and as may be amended or modified".

- 8. <u>Contract Rights: Contract</u> 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.
- 9. <u>E-Payment:</u> 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 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 10. <u>E-Verification</u>: 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:

- a. termination of the contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations'*.
- b. 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,
- c. 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.
- 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 of Personal Service Contract Review Rules and Regulations.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the

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- performance of scope of work.
- b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
- c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
- d. Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
  - Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - ii. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$ 1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- f. Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to the contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
- iii. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- iv. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

#### Additionally:

- In no event shall the requirement for an insurance be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business
  under the laws of the State of Mississippi, meaning insurance carriers must be licensed
  or hold a Certificate of Authority from the Mississippi MDOC of Insurance.
- Contractor shall submit to MDOC within seven (7) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for the bid to be declared non-responsive or for the contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance requirements specified in the procurement and contract prior to performing under the contract, and Contractor

- shall maintain the required insurance coverage throughout the duration of the contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under the contract until it obtains all
  insurance required under this provision and furnishes a certificate or other form
  showing proof of current coverage to the State. After work commences, the
  Contractor will keep in force all required insurance and until the contract is
  terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled
  before the expiration date thereof, or if there is a material change, potential exhaustion of
  aggregate limits or intent not to renew insurance coverage(s), that written notice will be
  delivered to the MDOC Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor 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 Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. Contractor's Representation Regarding Contingent Fees: By responding to the solicitation, 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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. 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 the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in

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United States currency.

- 16. 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 Contractor 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.
- 17. Property Rights: Property rights do not inure to any Contractor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.
- 19. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
- 20. Representation Regarding Gratuities: The 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 connect 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.
- 21. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided,

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the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.

- 22. 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 contact. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contract 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.
  - 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.
- 24. <u>Termination Upon Bankruptcy:</u> The contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under the contract, but in no case shall said compensation exceed the total contract price.
- 25. <u>Trade Secrets, Commercial and Financial Information:</u> It is expressly understood that Mississippi law requires that the provisions of the contract which contain the personal or services provided, the price to be paid, and the term of the contract shall not be

deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

26. Transparency: The contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, the contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of the executed contract is required to be posted to the Mississippi MDOC of Finance and Administration's independent MDOC contract website for public access at <a href="http://www.transparency.mississippi.gov">http://www.transparency.mississippi.gov</a>. Information identified\* by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.



#### ATTACHMENT H

# OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

- 1. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. <u>Antitrust:</u> By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. Attorney's Fees and Expenses: Subject to other terms and conditions of the agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing the agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDOC be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of the agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the agreement.
- 5. Change in Scope of Work: The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.
  - If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the particular work is within the scope of the contract as written, Contractor will be ordered

to and shall continue with the work as changed and at the cost stated for the work within the contract.

### 6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
  - i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
    - (1) prior to the commencement of the work involved, if at that time Contractor lenows of the occurrence of such action or omission;
    - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
    - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additiona compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. Limitation of Clause. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- 7. <u>Information Designated by Contractor as Confidential:</u> Any disclosure of those materials documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated
  - §§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest

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with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDOC shall result in the immediate termination of the agreement.

- 8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. Contractor Personnel: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
- b. has not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
- e. *has not.* within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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- 12. Disclosure of Confidential Information: In the event that either party to the agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of the agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- 13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
- b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- d. is independently developed by the recipient without any reliance on confidential information;
- e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- f. is disclosed with the disclosing party's prior written consent.
- 14. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver</u>: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. Failure to Enforce: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. Final Payment: Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.

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- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance</u>: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- Independent Contractor Statusi Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment

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taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. <u>Infringement Indemnification</u>: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MDOC against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- 23. <u>Integrated Agreement/Merger:</u> This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages</u>: When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of

\$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

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- 25. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For the MDOC:                   | For Contractor:                   |
|---------------------------------|-----------------------------------|
| Burl Cain, Commissioner         | Vicki DeMoney, Executive Director |
| Mississippi MDOC of Corrections | Crossroads Outreach Ministries    |
| 301 North Lamar Street          | P.O. Box 3075                     |
| Jackson, MS 39201               | Ridgeland, MS 39158               |

- 28. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 29. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.
- 30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.
- 31. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, MDOCs, agencies, agents, and employees from and against all

claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the

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performance of the contract, including its use by the MDOC. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

- 32. <u>Priority:</u> The contract consists of this agreement with exhibits, the IFB RFx 3160007102 (hereinafter referred to as "IFB" and all attached, and the bid(s) submitted (hereinafter referred to as "Bid" and attached. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 33. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 34. Record Retention and Access to Records; Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three years period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three years period, whichever is later.
- 35. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
- 36. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

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- 37. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. <u>Severability:</u> If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any state- owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.



### ATTACHMENT I

IFB RFx: 3160007102
IFB for Transitional Housing Services
IFB Exception(s)

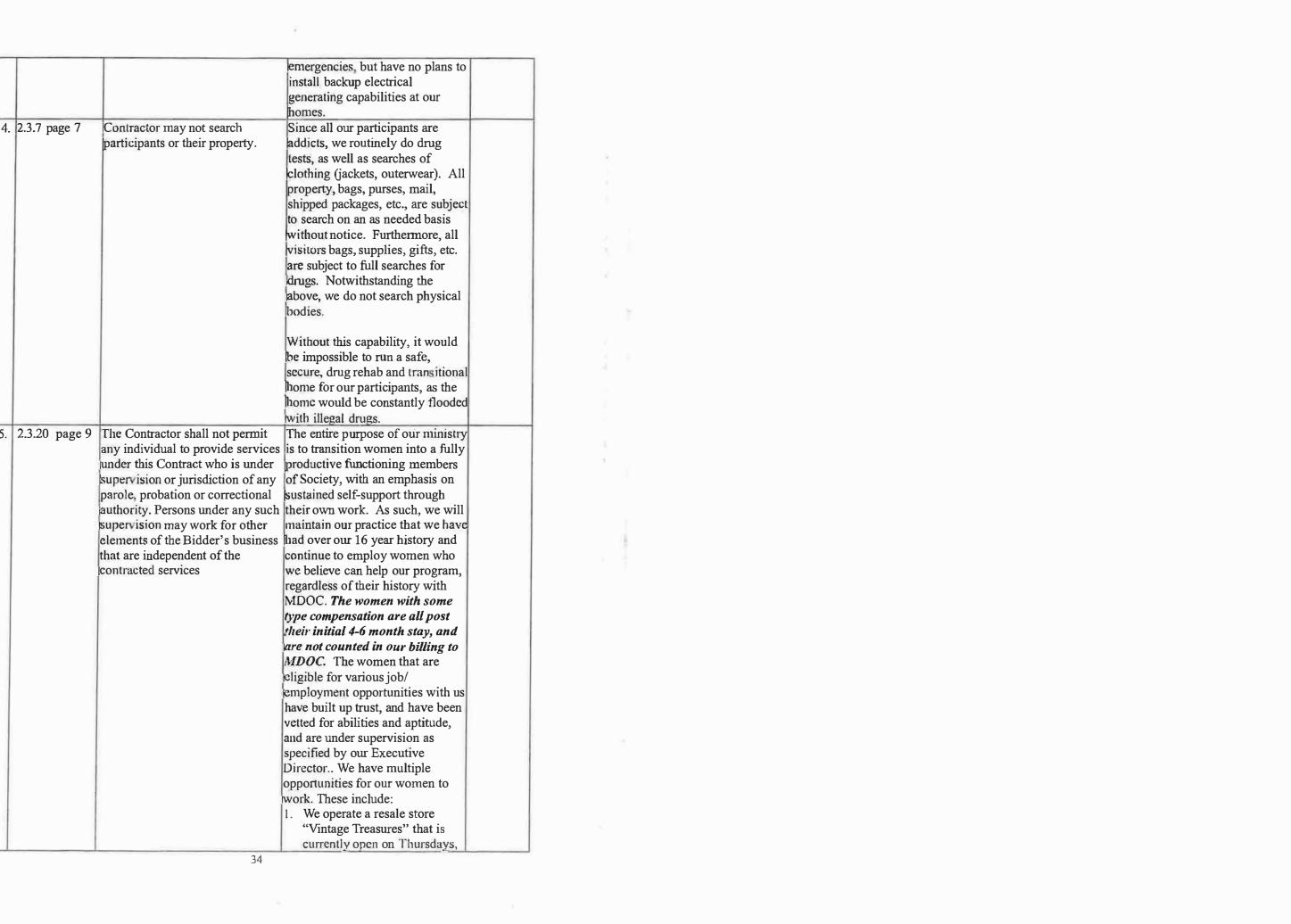
Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Please note, that exceptions 1-5 are repeats from our existing exceptions under our existing agreement. Exception 6 is new, because the specificity of the requested motor vehicle liability insurance limits have been materially raised in the current IFB.

| Procure<br>Section<br>Number | n and Page  | Original Language  | Requested Change/Exception   | MDOC<br>Decision |
|------------------------------|-------------|--|--|------------------|
| 1 2.                         | 3.3 Page 6  |  |  |                  |
| 2. 2.3                       | 3.5 page6   | neither require nor request program participants to turn over, | Participants in our programs store their cash and other valuables in a safe, under the care of Crossroads management. Participants may access their property, but it is not left out, as it would be an easy enticement for others to steal. |                  |
| 3. 2.3                       | 3.11 Page 8 | emergency power in place.                                      | As stated above, we run homes, not institutions. We do have emergency lighting, flashlights, candles etc. in case of   |                  |



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|    |               |                                    | emergencies, but have no plans to    |      |
|    |               |                                    | install backup electrical            |      |
|    |               |                                    | generating capabilities at our       | 1    |
|    |               |                                    | homes.                               |      |
| 4. | 2.3.7 page 7  | Contractor may not search          | Since all our participants are       |      |
| 1  |               | participants or their property.    | addicts, we routinely do drug        |      |
| 1  | 1             |                                    | tests, as well as searches of        |      |
|    |               |                                    | clothing (jackets, outerwear). All   |      |
|    |               |                                    | property, bags, purses, mail,        |      |
|    |               |                                    | shipped packages, etc., are subject  | h )) |
|    |               |                                    | to search on an as needed basis      |      |
|    |               |                                    | without notice. Furthermore, all     |      |
|    |               | 1                                  | visitors bags, supplies, gifts, etc. |      |
|    |               | Ti .                               | are subject to full searches for     |      |
|    |               | II.                                | drugs. Notwithstanding the           |      |
|    |               |                                    | above, we do not search physical     |      |
|    |               |                                    | bodies.                              |      |
|    |               |                                    |                                      |      |
|    |               |                                    | Without this capability, it would    |      |
|    |               |                                    | be impossible to run a safe,         |      |
|    |               |                                    | secure, drug rehab and transitional  |      |
|    |               |                                    | home for our participants, as the    |      |
|    |               |                                    | home would be constantly flooded     |      |
|    |               |                                    | with illegal drugs.                  |      |
| 5. | 2.3.20 page 9 | The Contractor shall not permit    | The entire purpose of our ministry   |      |
|    | 1 0           | any individual to provide services | is to transition women into a fully  |      |
|    |               | under this Contract who is under   | productive functioning members       |      |
|    |               | supervision or jurisdiction of any | of Society, with an emphasis on      |      |
|    |               | parole, probation or correctional  | sustained self-support through       |      |
|    |               | authority. Persons under any such  | their own work. As such, we will     |      |
|    |               | supervision may work for other     | maintain our practice that we have   |      |
|    |               | elements of the Bidder's business  | had over our 16 year history and     |      |
| 1  |               | that are independent of the        | continue to employ women who         | 1    |
|    |               | contracted services                | we believe can help our program,     |      |
|    |               |                                    | regardless of their history with     | - 1  |
|    |               |                                    | MDOC. The women with some            | - 1  |
|    |               |                                    | type compensation are all post       | - 1  |
|    |               |                                    | their initial 4-6 month stay, and    | 1    |
|    |               |                                    | are not counted in our billing to    | 1    |
| 1  |               |                                    | MDOC. The women that are             |      |
|    |               |                                    | eligible for various job/            |      |
|    |               |                                    | employment opportunities with us     |      |
|    |               |                                    | have built up trust, and have been   |      |
|    |               |                                    | vetted for abilities and aptitude,   |      |
|    |               |                                    | and are under supervision as         |      |
|    |               |                                    | specified by our Executive           |      |
|    |               |                                    | Director We have multiple            |      |
|    |               |                                    | opportunities for our women to       |      |
|    |               |                                    | work. These include:                 |      |
|    |               |                                    | 1. We operate a resale store         |      |
|    |               |                                    | "Vintage Treasures" that is          |      |
|    |               |                                    | currently open on Thursdays,         |      |



- Fridays, and Saturday. Our Women while in Primary Care after they have been vetted may be eligible to work in the store as a reward for making progress in our Primary Care program. This allows the women to earn confidence in dealing with people, and gives them valuable experience for future employment.
- 2. We operate Crossroads Temp Services. Crossroads Ministries can be hired to do specialized job lot work for small manufacturers, or we can be asked to do cleaning, from general office cleaning to Move In/Move Out deep cleaning for residential or commercial property. Again, all women are under supervision. The women are paid an hourly wage for their services by Crossroads Ministries for these jobs.
- 3. Non payroll/compensation positions (House Monitor)
- 4. Other part time, or full time staff positions as the Ministry has needs.

The women that are placed in the above jobs have demonstrated over extended periods of time their actions, and we have deemed them responsible to handle whatever duties we give to them. Furthermore, these practices are integral to the success Crossroads has demonstrated over the past 14 years in keeping women from returning to prisons. We do not recognize any conflict of interest, and in fact see this as a fulfillment of our responsibilities to helping the women, as they serve as living examples to newer women entering the program that they too can recover and live a God filled life, including earning a living to support themselves and their

|    |                                    | family.                            |
|----|------------------------------------|------------------------------------|
| 6. | 2.5.5. Motor Vehicle Liability     | We meet all Insurance              |
|    | insurance covering all vehicles,   | requirements in the Bid, except    |
|    | owned or otherwise, used in the    | Motor Liability. Our current limit |
|    | contract work with limits of at    | is \$500,000. Our total current    |
|    | least \$1,000,000 per occurrence   | insurance cost for our ministry    |
|    | for any single claimant, and       | for all coverages is \$35,000 for  |
|    | \$2,000,000 per occurrence limit   | 2025. The initial estimates to     |
|    | for multiple claimants.            | increase to \$1,000,000 in motor   |
|    |                                    | vehicle liability would be an      |
|    | Motor Vehicle Property             | additional \$6,000 per year; to    |
| 1  | Damage insurance covering all      | increase to \$2,000,000 would      |
|    | property damage by motor           | increase insurance an additional   |
|    | vehicle with limits of at least    | \$10,000. Management views         |
|    | \$1,000,000.00 per occurrence      | these as cost prohibitive.         |
|    | limit for any single claimant; and | Furthermore the Board has          |
|    | \$1,000,000.00 per occurrence      | approved our 2025 budget and       |
|    | limit for multiple claimants.      | believes the current insurance     |
|    |                                    | plan and limits are more than      |
|    |                                    | adequate for our ministry.         |



# Transitional Housing Services Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission Deadline   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Receipt for Amendment #2 Acknowledged: (signature) Vichi Ormony   |
| Name (Print): Vicki DeMoney Date: 1-20.2025   |
| Company: Cropproads Ministries Title: Executive Director  |



# STATE OF MISSISSIPPI

### CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

# CROSSROADS OUTREACH MINISTRIES, INC. File Number: 100017977

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

This Certificate of Registration expires on 05/15/2025.

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office this 19th day of November, 2024

Midrael Watson

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# Crossroads Outreach Ministries, Inc.

Purpose

Provides a shelter for women who find themselves in a time of transition. Includes women who have come from prisons, treatment centers and broken homes in need of healing and renewal to a place of wholeness. Filing Information

Filing Number: 100017977

Filing Status:

Current - Registered

Initial Date Filed:

Expiration Date: 05/15/2025

Address

Post Office Box 3075 Ridgeland, MS 39158 Contact Information

Registered Name: Crossroads Outreach Ministries, Inc.

Business Phone: 1-601-940-5417

Web Address:

www.crossroadsms.org

# **Financial Information**

#### Fiscal Year: 12/31/2023

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 621,581.00 |          |
| Total Expenses            | \$ 483,455.00 |          |
| Program Services Expenses | \$ 375,443.00 | 78%      |
| Fund Raising Expenses     | \$ 6,082.00   | 1%       |
| Administrative Expenses   | \$ 101,930.00 | 21%      |
| Other Expenses            | \$ 0.00       |          |

#### Fiscal Vear: 12/31/2022

| Fiscal Year: 12/31/2022   |               |          |  |
|---------------------------|---------------|----------|--|
|                           | Amount:       | Percent: |  |
| Total Revenue             | \$ 385,844.00 |          |  |
| Total Expenses            | \$ 400,956.00 |          |  |
| Program Services Expenses | \$ 301,859.00 | 75%      |  |
| Fund Raising Expenses     | \$ 2,340.00   | 1%       |  |
| Administrative Expenses   | \$ 96,757.00  | 24%      |  |
| Other Expenses            | \$ 0.00       |          |  |
|                           |               |          |  |

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| Fiscal | Year: | 12/31 | 1/2021 |
|--------|-------|-------|--------|
|        |       |       |        |

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 447,720.00 |          |
| Total Expenses            | \$ 335,365.00 |          |
| Program Services Expenses | \$ 256,331.00 | 76%      |
| Fund Raising Expenses     | \$ 0.00       | 0%       |
| Administrative Expenses   | \$ 79,034.00  | 24%      |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2020

|                           | P  | Amount:    | Percent: |
|---------------------------|----|------------|----------|
| Total Revenue             | \$ | 361,090.00 |          |
| Total Expenses            | \$ | 287,324.00 |          |
| Program Services Expenses | \$ | 205,862.00 | 72%      |
| Fund Raising Expenses     | \$ | 6,402.00   | 2%       |
| Administrative Expenses   | \$ | 75,060.00  | 26%      |
| Other Expenses            | \$ | 0.00       |          |

# Fiscal Year: 12/31/2019

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 321,155.00 |          |
| Total Expenses            | \$ 254,586.00 |          |
| Program Services Expenses | \$ 191,228.00 | 75%      |
| Fund Raising Expenses     | \$ 5,366.00   | 2%       |
| Administrative Expenses   | \$ 57,992.00  | 23%      |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2018

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 247,976.00 |          |
| Total Expenses            | \$ 243,312.00 |          |
| Program Services Expenses | \$ 185,677.00 | 76%      |
| Fund Raising Expenses     | \$ 5,107.00   | 2%       |
| Administrative Expenses   | \$ 52,528.00  | 22%      |
| Other Expenses            | \$ 0.00       |          |
|                           |               |          |

# Fiscal Year: 12/31/2017

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 229,244.00 |          |
| Total Expenses            | \$ 202,828.00 |          |
| Program Services Expenses | \$ 163,060.00 | 80%      |
| Fund Raising Expenses     | \$ 2,352.00   | 1%       |
| Administrative Expenses   | \$ 37,416.00  | 18%      |
| Other Expenses            | \$ 0.00       |          |

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| Fiscal Year: 12/31/2016 |              |
|-------------------------|--------------|
|                         | Amount:      |
| Total Davienna          | Ø 172 076 00 |

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 173,876.00 |          |
| Total Expenses            | \$ 157,841.00 |          |
| Program Services Expenses | \$ 152,437.00 | 97%      |
| Fund Raising Expenses     | \$ 2,204.00   | 1%       |
| Administrative Expenses   | \$ 3,200.00   | 2%       |
| Other Expenses            | \$ 0.00       |          |

# Fiscal Year: 12/31/2015

|                           | Amount:       | Percent: |
|---------------------------|---------------|----------|
| Total Revenue             | \$ 128,396.00 |          |
| Total Expenses            | \$ 112,952.00 |          |
| Program Services Expenses | \$ 75,925.00  | 67%      |
| Fund Raising Expenses     | \$ 33,872.00  | 30%      |
| Administrative Expenses   | \$ 3,155.00   | 3%       |
| Other Expenses            | \$ 0.00       |          |

# Fiscal Year: 12/31/2014

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 61,750.00 |          |
| *Total Expenses           | \$ 49,814.00 |          |
| Program Services Expenses | \$ 0.00      |          |
| Fund Raising Expenses     | \$ 1,845.00  |          |
| Administrative Expenses   | \$ 47,969.00 |          |
| Other Expenses            | \$ 0.00      |          |

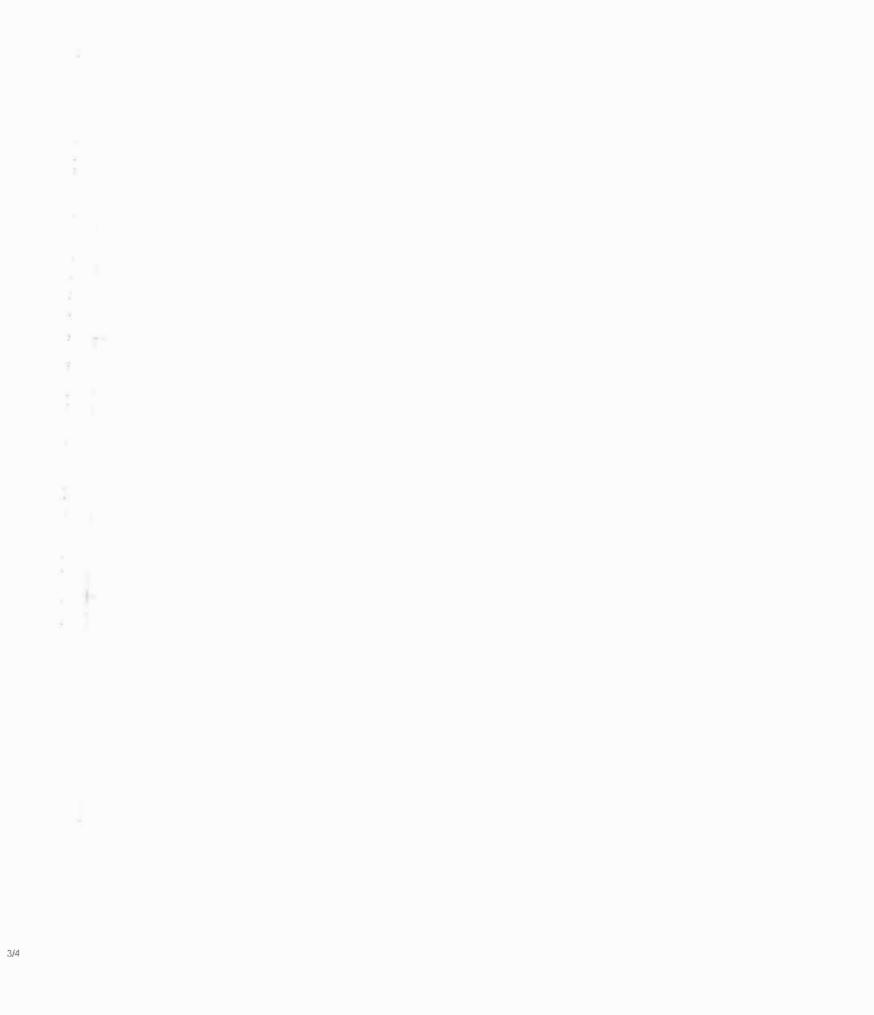
### Fiscal Year: 12/31/2013

|                           | AIIIOUIII.   | Percent. |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 41,732.00 |          |
| Total Expenses            | \$ 45,323.00 |          |
| Program Services Expenses | \$ 6,364.00  | 14%      |
| Fund Raising Expenses     | \$ 0.00      | 0%       |
| Administrative Expenses   | \$ 34,529.00 | 76%      |
| Other Expenses            | \$ 4,430.00  | 9%       |
|                           |              |          |

### Fiscal Year: 12/31/2012

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 42,204.00 |          |
| Total Expenses            | \$ 32,641.00 |          |
| Program Services Expenses | \$ 2,134.00  | 6%       |
| Fund Raising Expenses     | \$ 0.00      | 0%       |
| Administrative Expenses   | \$ 30,507.00 | 93%      |
| Other Expenses            | \$ 0.00      | 0%       |
|                           |              |          |

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### Fiscal Year: 12/31/2011

|                           | Amount:      | Percent: |
|---------------------------|--------------|----------|
| Total Revenue             | \$ 29,591.00 |          |
| Total Expenses            | \$ 29,237.00 |          |
| Program Services Expenses | \$ 0.00      | 0%       |
| Fund Raising Expenses     | \$ 1,814.00  | 6%       |
| Administrative Expenses   | \$ 27,423.00 | 93%      |
| Other Expenses            | \$ 0.00      | 0%       |
|                           |              |          |

# Fiscal Year: 12/31/2010

|                           | Amount:      | Percent |
|---------------------------|--------------|---------|
| Total Revenue             | \$ 29,894.00 |         |
| Total Expenses            | \$ 28,292.00 |         |
| Program Services Expenses | \$3,217.00   | 11%     |
| Fund Raising Expenses     | \$ 0.00      | 0%      |
| Administrative Expenses   | \$ 25,075.00 | 88%     |
| Other Expenses            | \$ 0.00      | 0%      |
|                           |              |         |

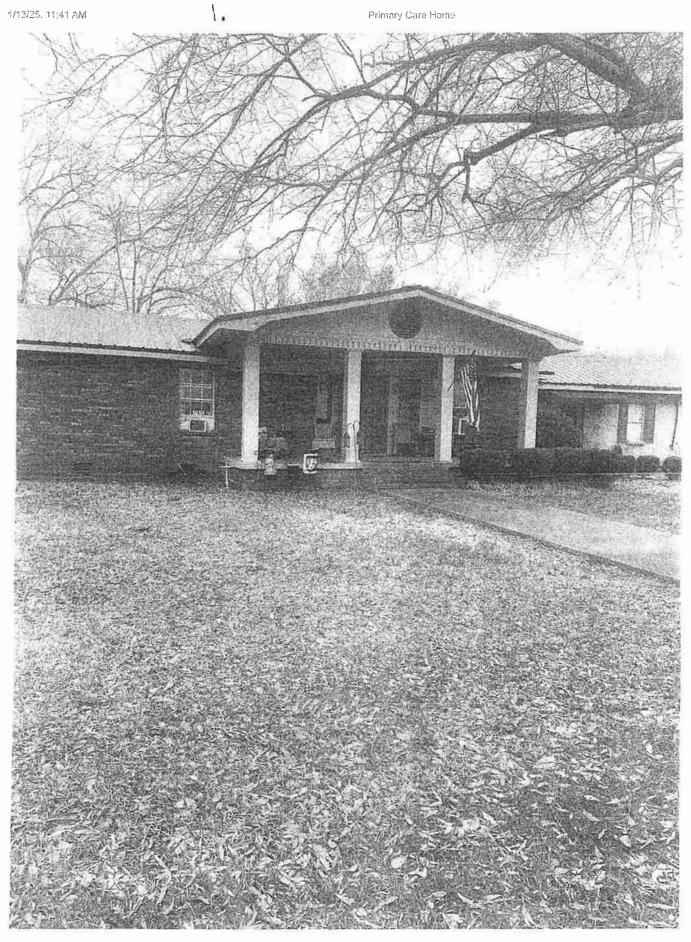
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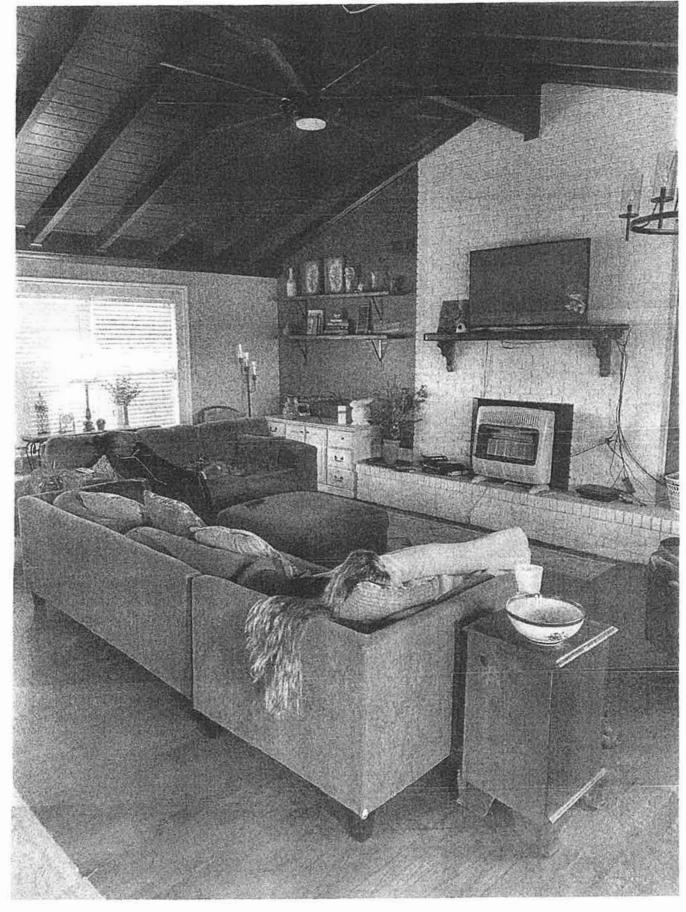
### Crossroads Outreach Ministries properties with pictures:

- Primary Care (established 2008)
   2353 Highway 51
   Madison, MS 39110
- 2. After Care (established 2015) 3250 South Liberty Street Canton, MS 39046
- 3. Independent Living (established 2021) 522 East Dinkins Canton, MS 39046
- 4. Independent Living (established 2021)
  238 Mimosa Street
  Canton, MS 39046
- Independent Living (established 2024)
   624 East Dinkins Street
   Canton, MS 39046

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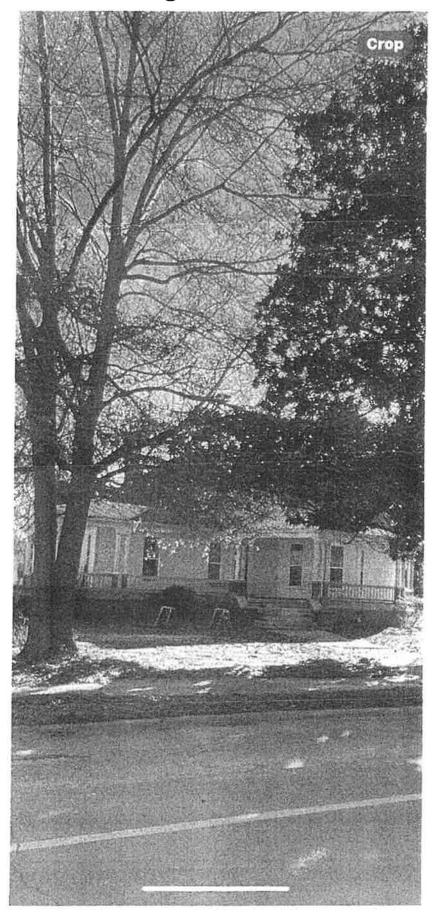
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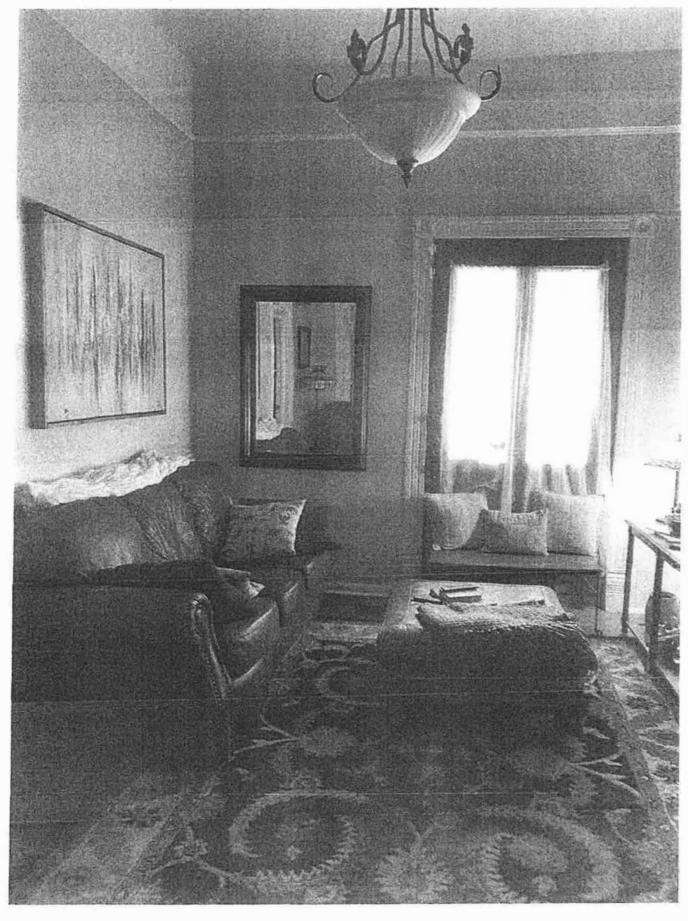


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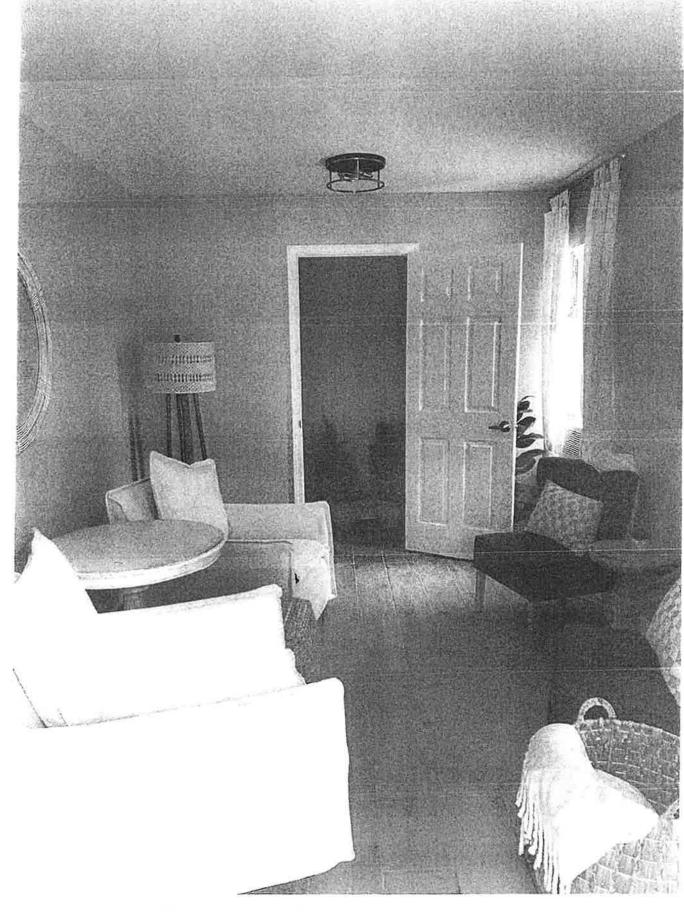


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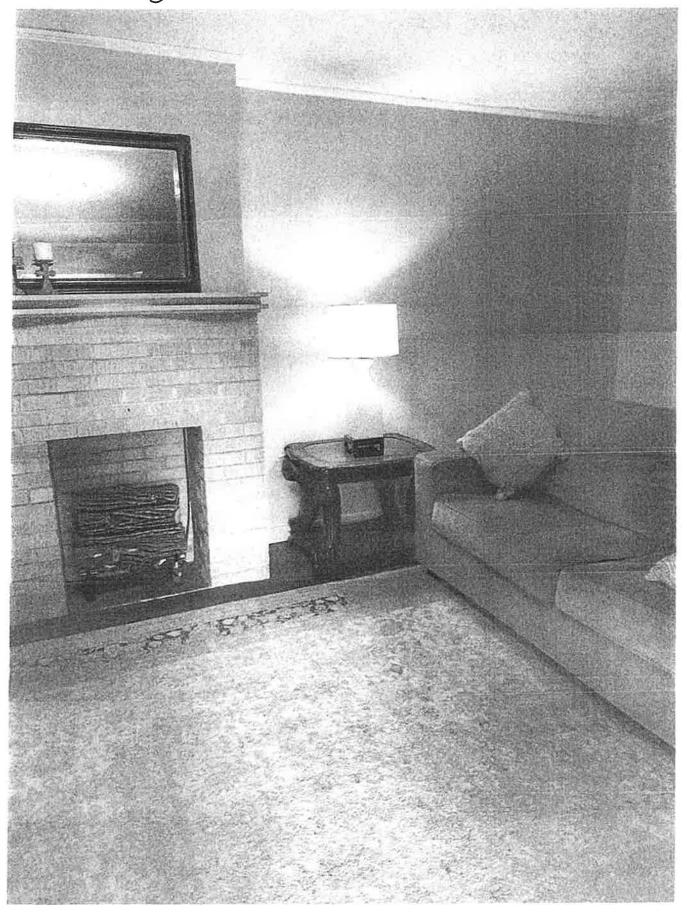


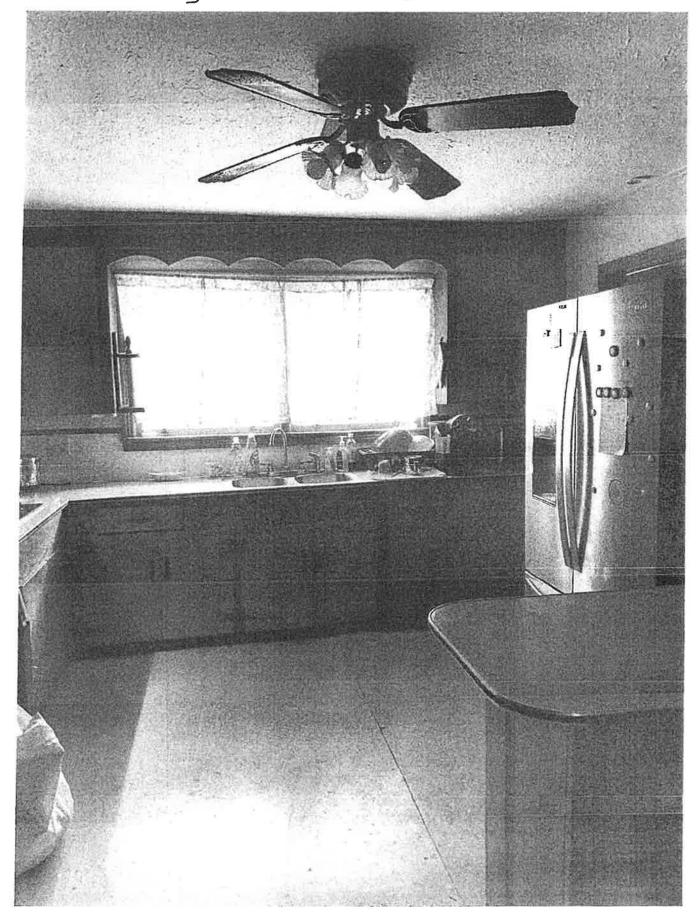


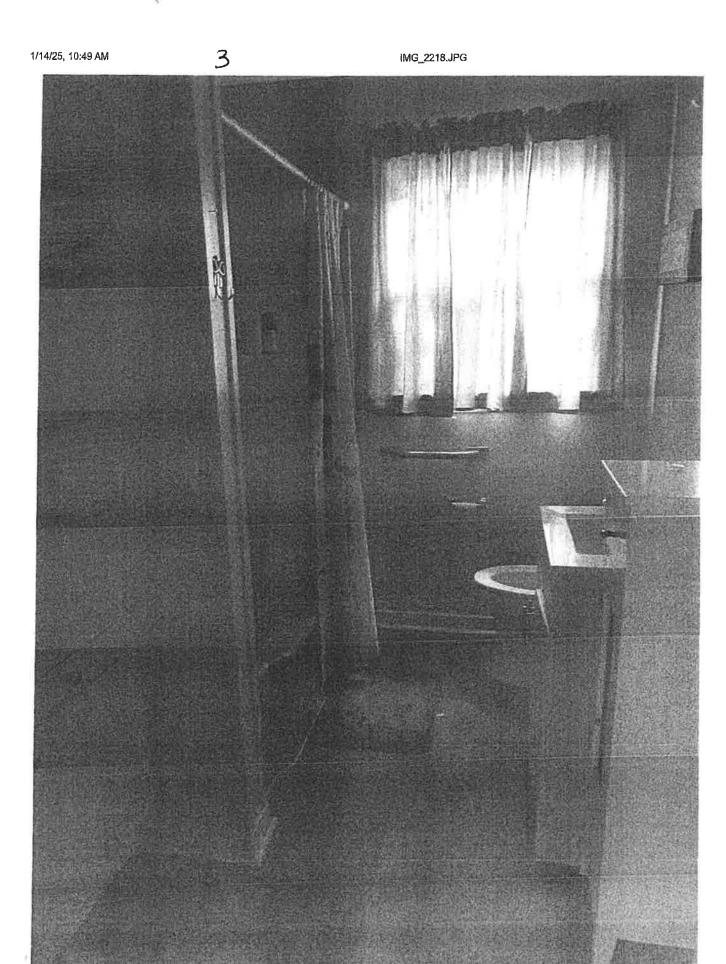




HOPE LIVES is our new 3<sup>rd</sup> home in Canton, designed for independent living. The 5 women who live here have proven they are ready to be on their own after completing both previous phases but either can't yet afford to be or is unable to find suitable housing. All bills are paid by the residents, and they enjoy freedom with only a few rules.



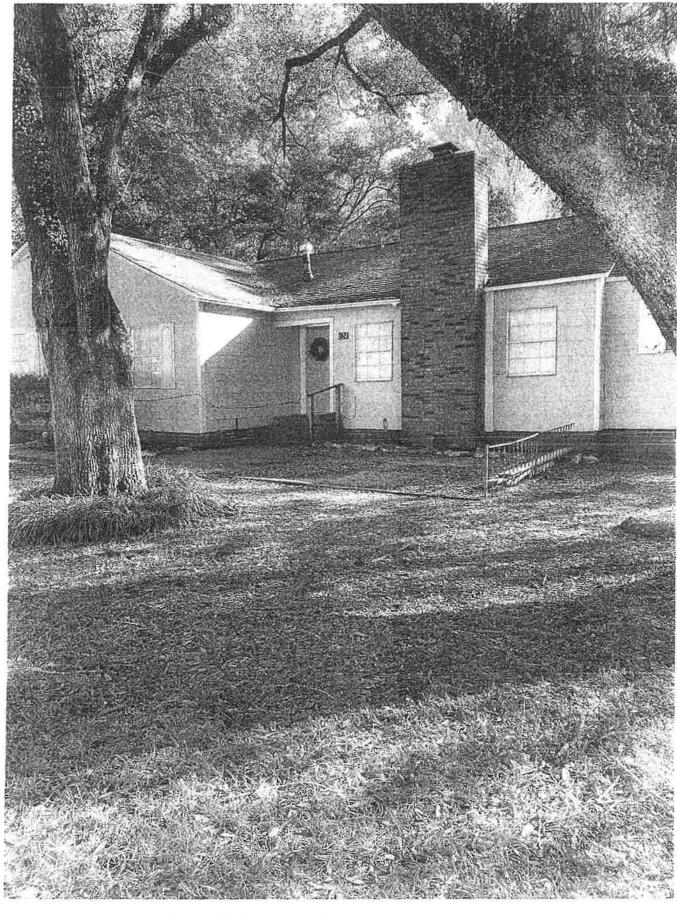




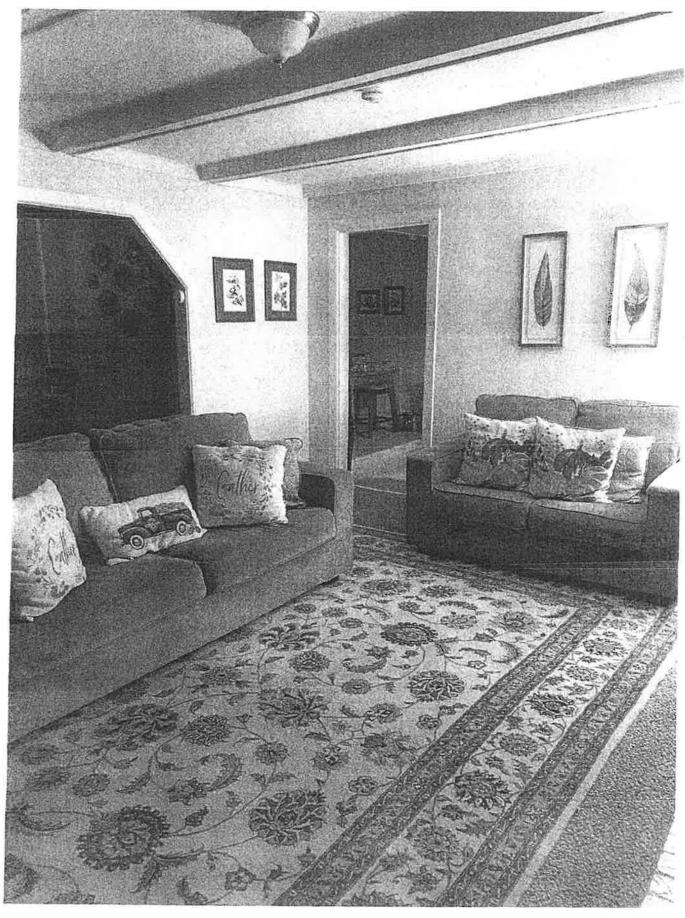












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## Crossroads Ministries Location Table

| House Type       | Address                            | # of Beds | ADA<br>Compliant | Sex<br>Offender I<br>Compliance | Emergency<br>Power |
|------------------|------------------------------------|-----------|------------------|---------------------------------|--------------------|
| Primary Care     | 2353 Highway 51, Madison, MS 39110 | 17        | No               | No                              | No                 |
| After Care       | 3250 S. Liberty, Canton MS 39046   | 9         | No               | No                              | No                 |
| Independent Care | 522 E. Dinkins, Canton MS 39046    | 5         | No               | No                              | No                 |
| Independent Care | 238 Mimosa St., Canton MS 39046    | 5         | No               | No                              | No                 |
| Independent Care | 624 E. Dinkins, Canton MS 3946     | 8         | No               | No                              | No                 |
|                  |                                    |           |                  |                                 |                    |

**Total Beds Available** 



|                    |            | 1          |      |           |       |       | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |
| Tabatha Dunn       | 11/1/2015  | 4/1/2017   | X    | G         | X     | -     | В         | -           |
| Aleisha Diaz       | 11/14/2015 | 05/04/2016 | Х    | G         | Χ     | -     | -         | Р           |
| Jennifer Damper    | 11/14/2015 | 3/21/2016  | X    | G         | Χ     | -     | В         |             |
| Lilly Fixico       | 11/14/2015 | 5/6/2016   | X    | G         | X     | -     | -         | Р           |
| Constance Courtney | 12/9/2015  | 2/2/2017   | X    | G         | X     | -     | -         | Р           |
| Ashely Smith       | 1/12/2016  | 5/9/2016   | X    | G         | -     | -     | -         | -           |
| Julie Crutcher     | 2/15/2016  | 11/1/2017  | X    | G         | X     |       | -         | Р           |
| Amy Odom           | 3/3/2016   | 3/24/2016  | -    | -         | X     | -     | -         | -           |
| Brandi Hamilton    | 3/4/2016   | 4/14/2016  | X    | NG        | -     |       | -         | -           |
| Amelia Taylor      | 3/23/2016  | 7/1/2017   | X    | G         | X     | -     | -         | Р           |
| Windy Cape         | 3/31/2016  | 10/072016  | Χ    | G         | X     | -     | -         | Р           |
| Jennifer Brumley   | 4/7/2016   | 7/24/2016  | Χ    | G         | X     | -     | -         | Р           |
| Amber Lambert      | 4/8/2016   | 9/19/2016  | Χ    | G         | X     | -     | -         | Р           |
| Rosanna Dokos      | 4/15/2016  | 7/28/2016  | X    | G         |       | -     | -         | -           |
| Katie Williamson   | 4/20/2016  | 4/6/2017   | X    | G         | X     |       | В         | Р           |
| Carin Foster       | 4/28/2016  | 1/19/2017  | X    | G         | X     | -     | -         | Р           |
| Kimberly Barlow    | 4/28/2016  | 10/10/2016 | X    | G         | X     | -     | -         | Р           |
| Nicole Romano      | 5/28/2016  | 11/28/2016 | Χ    | G         | Х     | -     | -         | -           |
| Heather Young      | 6/3/2016   | 12/6/2016  | Х    | G         | X     | -     | -         | P           |
| Bobbi Jo Colson    | 6/17/2016  | 10/11/2016 | Х    | G         | -     | -     | -         | -           |
| Dana Faulkner      | 7/15/2016  | 10/27/2016 | X    | G         | -     | -     | -         | -           |
| Sharon Harris      | 7/26/2016  | 10/11/2016 | X    | G         | -     | _     | -         | -           |
| Jollen Jason       | 8/15/2016  | 9/26/2016  | X    | NG        | -     | -     | В         | -           |
| Ashley Rodgers     | 9/16/2016  | 11/9/2016  | X    | NG        | -     | -     | - 1       | -           |
| Angela Tanner      | 9/19/2016  | 2/2/2017   | X    | G         | -     | -     | -         | -           |
| Sabrina Gaham      | 9/27/2016  | 4/1/2017   | X    | G         | X     | -     | В         | -           |
| Vanessa Pickler    | 9/27/2016  | 3/20/2017  | Χ    | G         | -     |       | -         | -           |
| Kimberly Hertz     | 9/30/2016  | 9/3/2017   | X    | G         | X     | -     | -         | -           |
| Lauren Moody       | 10/11/2016 | 4/6/2017   | Χ    | G         | -     | -     | -         | -           |
| Rachel Srickland   | 10/18/2016 | 2/6/2017   | X    | G         | -     | -     | В         | Р           |
| Mary Ann Redmond   | 10/19/2016 | 4/18/2017  | X    | G         | Χ     | -     | -         | Р           |
| Robin Sweat        | 10/24/2016 | 11/7/2016  | X    | NG        | -     | -     | -         | -           |
| Anita Smith        | 11/10/2016 | 3/10/2017  | Χ    | G         | -     | -     | -         | =           |
| Mary Beth Gannon   | 11/10/2016 | 3/10/2017  | X    | G         | -     |       | -         | -           |
| Sharon Stone       | 11/10/2016 | 3/4/2017   | Χ    | G         | X     |       | -         | -           |
| Alison Homes       | 11/17/2016 | 6/1/2018   | Χ    | G         | X     | -     | В         |             |
| Maura Gerald       | 12/1/2016  | 5/31/2017  | X    | G         | Χ     | -     | В         | Р           |



|                    |            |            |      |           |       |                  | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|------------------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.             | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | Х,Ү  | G,NG      | Х,Ү,- | X,Y,-            | В,-       | P,-         |
| Tiffany Bounds     | 12/12/2016 |            | X    | G         | X     | -                | -         | Р           |
| Jennie Rowe        | 12/19/2016 |            | X    | G         | -     | -                | -         | -           |
| Mary Prescott      | 12/19/2016 | 4/15/2017  | X    | G         | X     | -                | В         |             |
| Ashleigh Hanberry  | 1/20/2017  | 5/16/2017  | X    | G         | -     | -                | -         | -           |
| Jennifer Brady     | 2/2/2017   | 6/2/2017   | X    | G         | -     | -                | В         | -           |
| Courtney Stonehard | 2/17/2017  | 6/16/2017  | X    | G         | X     | -                | -         | -           |
| Erin Alford        | 2/21/2017  | 4/10/2017  | X    | G         | -     | -                | В         | -           |
| Laura Hethcox      | 2/27/2017  | 8/31/2017  | X    | G         | Χ     | -                | -         | Р           |
| Johanna Dillon     | 3/20/2017  | 7/20/2017  | X    | G         | X     | -                | -         | - 4         |
| April Williams     | 3/23/2017  | 5/1/2017   | X    | G         | -     | _                | -         |             |
| Cheryl Barber      | 4/5/2017   | 8/2/2017   | X    | G         | -     | -                | -         | -           |
| Kimberly Hill      | 4/18/2017  | 10/18/2017 | X    | G         | -     | -                | -         | -           |
| Margaret Chambers  | 4/25/2017  | 10/31/2017 | Х    | G         | Х     | -                | •         | Р           |
| Holly Rorie        | 5/3/2017   | 6/1/2018   | Х    | G         | Х     | -                | -         | Р           |
| Amanda Marshall    | 5/9/2017   | 9/1/2017   | Х    | G         | _     | -                | -         | -           |
| Kristie Keith      | 5/30/2017  | 11/30/2017 | Х    | G         | Х     | -                | В         | -           |
| Tiffany Crabtree   | 6/8/2017   | 5/1/2018   | Х    | G         | Х     | -                | -         | Р           |
| Melissa Dykgraaf   | 6/10/2017  | 5/11/2018  | X    | G         | Х     | -                | - 1       | Р           |
| Ashley Thompson    | 6/14/2017  | 3/19/2019  | X    | G         | X     | -                | -         | Р           |
| Julie Wadkins      | 6/14/2017  | 12/16/2017 | X    | G         | -     | -                | -         | -           |
| Tiffany Halversen  | 7/6/2017   | 12/19/2017 | X    | G         | -     | -                | -         | -           |
| Gwendolyn Nicholas | 8/9/2017   | 8/15/2019  | Х    | G         | X     | -                | -         | Р           |
| Jessica Devers     | 8/9/2017   | 12/19/2017 | Х    | G         | X     | -                | _         | -           |
| Ashley Sunday      | 8/22/2017  | 11/5/2017  | X    | NG        | -     | -                | В         | Р           |
| Kandi Brown        | 9/21/2017  | 1/18/2017  | X    | G         | -     | -                | -         | -           |
| Diane Robinson     | 9/28/2017  | 2/14/2018  | X    | G         | X     | _                | -         | -           |
| April Richardson   | 10/4/2017  | 1/31/2018  | X    | G         | -     | -                | В         | Р           |
| Reba Haga          | 10/10/2017 | 2/6/2018   | X    | G         | -     | -                | -         | -           |
| Shirley Baier      | 10/10/2017 | 2/3/2018   | Х    | G         | -     | -                | -         |             |
| Toshia Baswell     | 10/10/2017 | 11/5/2017  | X    | NG        | -     |                  | -         | Р           |
| Chelesea Parmenter | 10/17/2017 | 2/11/2018  | X    | G         | -     | _                | -         | -           |
| Amber Ard          | 10/25/2017 | 2/20/2018  | X    | G         | -     | ( <del>=</del> ) | _         | 120         |
| Misty Cato         | 10/25/2017 | 1/30/2019  | X    | G         | Х     | -                | -         | Р           |
| Feleisha Gallard   | 11/1/2017  | 2/25/2018  | X    | G         | -     | -                | -         | -           |
| Kansas Taeschner   | 11/2/2017  | 5/2/2017   | X    | G         | X     | -                | В         | Р           |
| Kelly Morgan       | 12/13/2017 | 6/8/2018   | X    | G         | X     | -                | -         | -           |



| 7/4**              |            |            |      |           |       |       |           | Back     | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|-------|-----------|----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months |             |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-      |             |
| Shekila McAlister  | 1/11/2018  | 5/10/2018  | X    | G         | -     | -     | -         | -        |             |
| Theresa Jones      | 1/11/2018  | 6/29/2018  | X    | G         | -     | -     | -         | Р        |             |
| Samatha Herrington | 1/25/2018  | 5/20/2018  | X    | G         | -     | -     | В         | Р        |             |
| Katie Williamson   | 2/11/2018  | 9/15/2018  | X    | G         | Χ     | -     | В         | Р        |             |
| Chrissy Poindexter | 2/12/2018  | 8/10/2018  | X    | G         | Χ     | -     | -         | -        |             |
| Jolona Lambert     | 3/5/2018   | 8/28/2018  | X    | G         | Χ     | -     | -         | -        |             |
| Layla Adams        | 3/8/2018   | 9/3/2018   | X    | G         | Χ     | -     | -         | -        |             |
| Feleica Jones      | 3/14/2018  | 9/11/2018  | Х    | G         | Χ     | -     | В         | Р        |             |
| Lisa Davdison      | 3/21/2018  | 9/2/2018   | X    | G         | X     | -     | -         | -        |             |
| Jessica Nix        | 3/26/2018  | 8/11/2018  | Х    | NG        | -     | -     | В         | Р        |             |
| Jill Miller        | 3/28/2018  | 7/23/2018  | Х    | G         | -     | -     | -         | -        |             |
| Jessica Hester     | 4/9/2018   | 8/13/2018  | Х    | NG        | -     | -     | -         | -        |             |
| Mindy Davis        | 4/26/2018  | 8/23/2018  | Х    | G         | -     | -     |           | -        |             |
| Kennetha Winston   | 5/8/2018   | 7/11/2018  | Х    | NG        | -     | -     | -         | •        |             |
| Emily Hurd         | 5/11/2018  | 4/25/2019  | Х    | G         | Х     | -     | -         | Р        |             |
| Jessica Hodges     | 5/14/2018  | 8/13/2018  | Х    | NG        | -     | -     | -         | -        |             |
| Ashley Amos        | 5/15/2018  | 9/16/2018  | Х    | G         | -     | -     | F.        | -        |             |
| Sandra Travis      | 5/15/2018  | 9/16/2018  | Х    | G         | -     | -     | -         | -        |             |
| Courtney Smith     | 5/16/2018  | 7/3/2018   | Х    | NG        | -     | -     | В         | -        |             |
| Shanice Waller     | 5/16/2018  | 4/24/2019  | Х    | G         | Χ     | -     | -         |          |             |
| Holly Moore        | 6/1/2018   | 6/13/2018  | X    | NG        | -     | -     | -         | -        |             |
| Tyeshia Gibson     | 6/1/2018   | 7/27/2018  | Х    | NG        | -     | -     | -         | -        |             |
| Angela Presson     | 6/6/2018   | 1/31/2019  | X    | G         | -     | -     |           | Р        |             |
| Rebecca Emler      | 6/28/2018  | 6/28/2018  | X    | G         | -     | -     | -         | -        |             |
| Kendra Scruggs     | 7/12/2018  | 1/7/2019   | Х    | G         | X     |       | -         | -        |             |
| Tiffany Burrell    | 7/12/2018  | 8/9/2018   | X    | G         | -     | -     | -         | -        |             |
| Allison Engle      | 7/16/2018  | 1/6/2019   | X    | G         | Χ     | -     | 12        | -        |             |
| Stacy Hill         | 7/23/2018  | 12/19/2018 | X    | G         | Χ     | •     | -         | -        |             |
| Pamela Sims        | 7/27/2018  | 12/19/2018 | X    | G         | Χ     | -     | -         | -        |             |
| Deanna Dickerson   | 8/7/2018   | 9/30/2019  | X    | G         | Х     | -     | -         | Р        |             |
| Victoria Jasch     | 8/7/2018   | 9/26/2018  | Х    | NG        | -     | -     | В         | -        |             |
| Joy Corrinan       | 8/14/2018  | 1/23/2019  | X    | G         | X     | -     | -         | -        |             |
| Sarah Shapiro      | 8/14/2018  | 11/28/2018 | X    | G         |       | -     | -         | -        |             |
| Mary Morgan Powell | 8/15/2018  | 9/21/2018  | Х    | G         | -     | _     | 2-        | •        |             |
| Rebecca White      | 8/16/2018  | 9/6/2018   | X    | G         | -     | -     | #5        | -        |             |
| Lori Cox           | 8/20/2018  | 1/20/2019  | X    | G         | -     | 42    | - 1       | -        |             |



|                   |            |            |      |           |       |       | Back      | Stayed Past |
|-------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                   | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME              | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-       | Р,-         |
| Ashley Ferguson   | 9/5/2018   | 1/9/2019   | X    | G         |       | -     | -         | -           |
| Jessica Wright    | 9/6/2018   | 3/2/2019   | Х    | NG        |       | -     | -         | -           |
| Shonnon Carlson   | 9/7/2018   | 11/20/2019 | Х    | G         | Х     | -     | -         | -           |
| Kimberely Files   | 9/11/2018  | 3/4/2019   | X    | G         | Х     | -     | -         | -           |
| Sherry Tomes      | 9/21/2018  | 3/24/2019  | Х    | G         | Х     | -     | -         | -           |
| Andrea Strange    | 9/24/2018  | 3/15/2019  | Х    | G         | Х     | -     | -         | -           |
| Kesha Lewellen    | 9/24/2018  | 1/20/2019  | X    | G         | Χ     | -     | -         | -           |
| Krystal Teston    | 10/4/2018  | 4/3/2019   | X    | NG        | Х     | -     | -         | Р           |
| Angela Williams   | 10/9/2018  | 1/8/2019   | Х    | NG        | -     |       | -         | -           |
| Donna Ford        | 10/18/2018 | 9/25/2019  | Х    | NG        | Х     |       | -         | -           |
| Samatha Hill      | 10/30/2018 | 11/18/2018 | Х    | NG        | -     |       | В         |             |
| Cassidy Gurley    | 11/5/2018  | 5/3/2019   | Х    | NG        | Χ     | -     | (=:       | -           |
| Malorie Gallagher | 11/8/2018  | 3/27/2019  | Х    | NG        | X     | -     | ·         |             |
| Susan Bumpous     | 12/5/2018  | 6/2/2019   | Х    | G         | Х     | -     | -         | <u> </u>    |
| Erin Alford       | 12/11/2018 | 2/22/2020  | Х    | G         | Х     | -     | -         | -           |
| Laken Cox         | 12/23/2018 | 5/21/2019  | Х    | G         | X     | -     | В         | *1          |
| Lisa Prince       | 12/26/2018 | 1/11/2019  | X    | NG        | -     | -     | -         | -           |
| Amy Moore         | 1/7/2019   | 5/5/2019   | X    | G         | Х     |       | - 1       | -           |
| Heather Brown     | 1/10/2019  | 3/14/2019  | Х    | NG        | -     | -     | -         | -           |
| Kelly Crowe       | 1/14/2019  | 7/12/2019  | Х    | G         | Х     | -     | В         | :=:         |
| Morgan Fisher     | 1/22/2019  | 7/22/2019  | Х    | G         | Х     | -     | -         | -           |
| Pamela Harvey     | 2/5/2019   | 5/28/2019  | X    | G         | -     | -     | -         | -           |
| Pamela Reynolds   | 2/5/2019   | 8/16/2019  | X    | G         | X     | -     | В         | -           |
| Christina Baxter  | 2/14/2019  | 2/6/2020   | Х    | G         | -     | -     | -         | -           |
| Sharon Tyson      | 3/5/2019   |            | X    | G         | Υ     | -     | -         | Р           |
| Carin Foster      | 3/12/2019  | 6/13/2019  | X    | G         | -     |       | -         | -           |
| April McEwen      | 3/19/2019  | 8/2/2019   | X    | G         | Х     | -     | -         | -           |
| Magen Nunley      | 3/22/2019  | 9/17/2019  | Х    | G         | Х     | -     | -         |             |
| Stephanie Huggins | 3/22/2019  | 9/17/2019  | Х    | G         | Х     | -     | -         | -           |
| Janice Wilcher    | 3/26/2019  | 7/25/2019  | X    | G         | -     | -     | 2-        |             |
| Angel Carroway    | 5/1/2019   | 7/22/2019  | X    | G         | -     | -     | В         | -           |
| Ashley Dilworth   | 5/13/2019  | 5/18/2019  | X    | G         | -     | -     | - 1       | -           |
| Rita Tuberville   | 5/13/2019  | 11/10/2019 | X    | G         | Х     | -     | -         | -           |
| Erin Grant        | 5/16/23019 | 6/3/2020   | X    | G         | Х     | -     | -         | Р           |
| Toni Herford      | 5/16/2019  | 10/28/2019 | Х    | G         | X     | 2     | -         | - 1         |
| Anna Kerley       | 5/20/2019  | 11/17/2019 | Х    | G         | Υ     | -     | -         | Р           |



|                     |            |            |      |           |       |          | Back      | Stayed Past |
|---------------------|------------|------------|------|-----------|-------|----------|-----------|-------------|
|                     | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.     | To Prison |             |
| NAME                | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-    | В,-       | P,-         |
| Savanna Allen       | 5/21/2019  | 3/17/2020  | Х    | G         | Х     | -        | -         | Р           |
| Stephanie Dykes     | 5/22/2019  | 11/12/2019 | Х    | G         | Х     | -        | -         | -           |
| Sarah Richardson    | 5/28/2019  | 7/21/2019  | Х    | G         | -     | -        | -         | -           |
| Brandi Smith        | 6/1/2019   | 10/12/2019 | Х    | G         | Х     | -        | -         | -           |
| Tasia Johnson       | 7/3/2019   | 7/8/2019   | Х    | NG        | -     | -        | -         | -           |
| Elizabeth Tennis    | 7/11/2019  | 11/22/2019 | Х    | G         | -     | -        | -         | -           |
| Kristina Knox       | 7/11/2019  | 11/20/2019 | X    | G         | Х     | -        | В         | -           |
| Jennifer Ray        | 7/11/2019  | 2/5/2020   | Х    | G         | Х     | -        | -         | -           |
| April Hardin        | 7/11/2019  | 1/6/2020   | X    | G         | Х     | -        | -         | -           |
| Kristina Klause     | 7/16/2019  | 7/18/2019  | Х    | NG        | -     | -        | -         | -           |
| Dana Sweeney        | 7/23/2019  | 1/17/2020  | Х    | G         | Х     | -        | _         | -           |
| Janet Ladner        | 7/23/2019  | 12/8/2019  | Х    | G         | Х     | -        | -         | -           |
| Cassandra Tartt     | 7/31/2019  | 11/23/2020 | X    | G         | Х     | -        | -         | Р           |
| Annie Trybulski     | 8/6/2019   | 12/17/2019 | Х    | G         | -     | -        | -         | -           |
| Amanda Simon        | 8/13/2019  | 2/5/2020   | Х    | G         | Х     | -        | -         | -           |
| Amber Gowan         | 8/21/2019  | 2/15/2020  | Х    | G         | Х     | <u>=</u> | -         | -           |
| Ashley Amos         | 8/23/2019  | 4/16/2021  | Х    | G         | X     | -        | -         | Р           |
| Hayden Williams     | 9/10/2019  | 1/1/2020   | Х    | G         | -     | -        | -         | _           |
| Rebecca Ellers      | 9/11/2019  | 1/31/2020  | Х    | G         | -     | -        |           | -           |
| Sandra Sumlin       | 9/18/2019  | 2/6/2020   | Х    | G         | Х     | -        | -         | -           |
| June Moore          | 9/23/2019  | 1/15/2020  | Χ    | G         | -     | -        | -         | -           |
| Brandy Barrett      | 10/14/2019 | 4/24/2020  | Х    | G         | Х     | - v      | -         | Р           |
| Morgan Gray         | 10/18/2019 | 2/5/2020   | X    | G         | -     | -        | -         |             |
| Amber Leech         | 10/30/2019 | 3/14/2020  | X    | G         | X     | -        | -         | -           |
| Summer Monroe       | 11/4/2019  | 4/7/2020   | X    | NG        | -     | -        | -         | *           |
| Sara Pace           | 11/6/2019  | 11/16/2020 | X    | G         | Х     | -        |           | Р           |
| Eva-Joslyn Brandenb | 11/7/2019  | 5/16/2019  | X    | G         | Χ     | -        | -         | Р           |
| Christina Mouring   | 11/12/2019 | 11/19/23   | X    | G         | X     | X        | -         | Р           |
| Nikki Fontenot      | 11/18/2019 | 4/3/2020   | X    | G         | X     | -        | -         | -           |
| Tanya Thornton      | 11/25/2018 | 3/30/2020  | X    | G         | -     | -        | -         | -           |
| Robin Saxon         | 12/2/2019  | 5/27/2019  | X    | G         | -     | -        | -         | -           |
| Cassandra Landon    | 12/16/2019 | 4/23/2020  | X    | G         | -     | -        | -         | -           |
| Samantha Naylor     | 12/17/2019 | 12/5/2020  | X    | G         | Х     | -        | -         | Р           |
| Tina Munn           | 1/21/2020  | 9/4/2020   | Х    | G         | Х     | -        | -         | Р           |
| Melissa Payne       | 2/5/2020   | 3/23/2020  | X    | NG        | -     | -        | -         | 74          |
| Sherry Newell       | 2/6/2020   | 6/5/2020   | Х    | G         | •     | -        | -         |             |



|                     |            |            |      |           |       |          | Back           | Stayed Past |
|---------------------|------------|------------|------|-----------|-------|----------|----------------|-------------|
|                     | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.     | To Prison      | 6 months    |
| NAME                | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-    | В,-            | P,-         |
| Jessica Upton       | 2/10/2020  | 9/25/2020  | X    | G         | -     | -        | В              | -           |
| Brandy Hamilton     | 2/20/2020  | 6/22/2020  | X    | G         |       | -        | -              | -           |
| Christine Creel     | 2/24/2020  | 8/28/2020  | Х    | G         | X     | -        | -              | -           |
| Heather Parker      | 2/26/2020  | 8/21/2020  | Х    | G         | Х     | -        | -              | -           |
| Sandra Merritt      | 2/26/2020  | 7/2/2020   | Х    | G         | Х     | -        | -              | -           |
| Debra Cagle         | 3/6/2020   | 7/2/2020   | X    | G         | -     | -        | -              | -           |
| Jayne Tubbs         | 3/17/2020  | 7/10/2020  | Х    | G         | -     | -        | -              | -           |
| Elysia Boland       | 3/20/2020  | 03/10/2021 | Х    | G         | Х     | -        | -              | Р           |
| Bridgett Tanner     | 4/1/2020   | 12/5/2020  | Х    | G         | Х     | -        | -              | Р           |
| Robin Defoor        | 4/17/2020  | 8/10/2020  | X    | G         | -     | -        | -              | -           |
| Sara Kerely         | 4/24/2020  | 8/21/2020  | Х    | G         | -     | -        | -              | -           |
| Dawn Thomas         | 5/12/2020  | 11/1/2020  | Х    | G         | Х     | -        | В              | •           |
| Dorothy Wood        | 6/2/2020   | 10/28/2020 | X    | G         | X     | -        | -              | -           |
| Courtney Stonhouse  | 6/10/2020  | 8/6/2020   | Х    | NG        | -     | 12       | 7-0            |             |
| Elizabeth Pickering | 6/24/2020  | 7/13/2020  | Х    | NG        | -     | -        | 3 <del>4</del> | -           |
| Kelly Crowe         | 6/25/2020  | 1/25/2021  | Х    | G         | -     | -        | -              | -           |
| Bobbi Carnety       | 7/2/2020   | 10/30/2021 | Х    | G         | Х     |          | -              | Р           |
| Brigette Lamey      | 7/7/2020   | 11/11/2020 | Х    | G         | -     | -        | В              | 120         |
| Brgitte Lynchard    | 7/7/2020   | 9/28/2021  | Х    | G         | Х     | -        | -              | Р           |
| Nancy Stanfield     | 7/9/2020   | 11/02/2020 | Х    | G         | -     | <u> </u> | -              | -           |
| Martha Gilbert      | 7/15/2020  | 11/02/2020 | Х    | G         | -     | <u>u</u> | -              | -           |
| Tekeya Robinson     | 7/24/2020  | 7/23/2221  | X    | G         | X     | =        | -              | Р           |
| Tabitha Graves      | 7/29/2020  | 10/30/2021 | X    | G         | Х     | =        | -              | Р           |
| Barbara Firestone   | 8/20/2020  | 12/21/2020 | X    | G         | -     | -        | -              | -           |
| Jenny Romine        | 8/24/2020  | 12/21/2020 | Х    | G         | -     | -        | -              | -           |
| Kayla Moody         | 8/26/2020  | 2/26/2021  | Х    | G         | -     | -        | -              | 19 <b>4</b> |
| Jaime Tidwell       | 8/28/2020  | 1/25/2021  | Х    | G         | _     | -        |                |             |
| Layla Adams         | 8/30/2020  | 10/03/21   | Х    | G         | X     | -        | -              | Р           |
| Samantha Woods      | 9/8/2020   | 1/20/2021  | X    | G         | Х     | -        | -              | -           |
| Johnnie Guthrie     | 9/15/2020  | 02/05/2021 | X    | G         | -     | -        | -              | -           |
| Kathrine Cochran    | 10/3/2020  | 2/22/2021  | Х    | G         | -     | -        | -              | -           |
| Ashley Brinkman     | 10/27/2020 | 2/23/2021  | X    | G         | -     | -        | -              | -           |
| Miranda Romansik    | 11/10/2020 | 1/20/2021  | X    | NG        | -     | -        | В              | -           |
| Jessca Devers       | 11/11/2020 | 04/01/2021 | Х    | G         | Х     | -        | -              | Р           |
| Candice Dawn        | 11/24/2020 | 11/26/2020 | Х    | NG        | -     | -        | -              | -           |
| Lindsea Gray        | 12/1/2020  | 07/06/2021 | Х    | G         | Х     | -        | -              | Р           |



|                   |            |            |      |           |       |       | Back      | Stayed Past |
|-------------------|------------|------------|------|-----------|-------|-------|-----------|-------------|
|                   | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison | 6 months    |
| NAME              | CROSSROADS | CROSSROADS | Х,Ү  | G,NG      | X,Y,- | X,Y,- | В,-       | P,-         |
| Allison Jourdan   | 12/2/2020  | 5/28/2021  | Х    | G         | -     | -     | -         | -           |
| Jessica Wilder    | 12/9/2020  | 06/25/2021 | Х    | G         | -     | -     | -         | -           |
| Rachel Reddit     | 12/11/2020 | 4/26/2021  | Х    | G         | -     | -     | _         |             |
| Kansas Taeschner  | 12/29/2020 | 4/20/2021  | Х    | G         | Х     | -     | -         | -           |
| Dorothy Wood      | 1/16/2021  | 4/30/2021  | Х    | G         | Х     | -     |           | -           |
| Theresa Peterson  | 1/19/2021  | 5/16/2021  | X    | G         | -     | - :   |           | -           |
| Griselda Albarran | 1/21/2021  | 10/30/2021 | Х    | G         | Х     | -     | -         | -           |
| Dixie Mathes      | 1/25/2021  | 6/14/2021  | Х    | G         | X     | -     | -         | _           |
| Tayrn Fields      | 2/2/2021   | 5/24/2021  | Х    | G         | Х     | -     | -         | _           |
| Vicikie Hartzell  | 2/21/2021  | 10/06/2021 | Х    | G         | Х     | -     | -         | Р           |
| Mariah Hutcherson | 2/24/2021  | 3/7/2021   | Х    | NG        | -     | -     | -         | -           |
| Kristy Clardy     | 3/16/2021  | 09/30/2023 | X    | G         | Х     | -     | -         | Р           |
| Katie Snyder      | 3/17/2021  | 4/20/2021  | Х    | NG        | -     | -     | - 1       | -           |
| Angela Applegate  | 4/10/2021  | 08/07/2021 | X    | G         | -     | -     | -         | -           |
| Rebecca Kerrigan  | 4/12/2021  | 08/06/2021 | Х    | G         |       | -     |           | -           |
| Brittany Stewart  | 4/15/2021  | 08/27/2021 | X    | G         | -     | -     |           | -           |
| Madison Dowdy     | 4/24/2021  | 08/03/2021 | X    | NG        | -     | -     | -         | -           |
| Aundrea Mitchell  | 4/30/2021  | 9/14/2021  | X    | G         | -     | -     | -         | _           |
| Kristen Roberts   | 5/4/2021   | 09/05/2021 | X    | G         | -     | -     | 14        | -           |
| Rhonda King       | 5/6/2021   | 10/20/22   | X    | G         | Χ     | X     | -         | Р           |
| Megan Pickler     | 5/11/2021  | 11/25/2021 | X    | G         | X     | -     | - 1       | -           |
| Memory Beckham    | 5/18/2021  | 09/02/2021 | X    | G         | -     | -     | - 1       | -           |
| Christi Knight    | 5/22/2021  | 11/24/22   | X    | G         | Χ     | X     | -         | Р           |
| Trenica Daniels   | 6/2/2021   | 6/30/2021  | X    | NG        | -     | -     | -         | -           |
| Alena Weaver      | 6/3/2021   | 11/24/22   | X    | G         | Χ     | X     | -         | Р           |
| Cassidy Lynch     | 6/4/2021   | 9/29/2021  | X    | G         | -     | -     | -         | -           |
| Regina Hosack     | 6/16/2021  |            | X    | G         | X     | Y     |           | Р           |
| Lori Fowler       | 6/17/2021  | 10/12/2021 | Х    | G         | -     | -     | -         | -           |
| Kesha Bowen       | 6/27/2021  | 4/23/23    | Χ    | G         | Χ     | X     | -         | Р           |
| Robin Beckman     | 7/1/2021   | 10/30/2021 | X    | G         | -     | -     | -         | -           |
| Brianna Pierce    | 7/19/2021  | 1/14/22    | Х    | G         | Χ     | -     | -         | -           |
| Rykesha Davis     | 8/10/2021  | 11/29/2021 | X    | NG        | -     | -     | -         | -           |
| Georgia Sloan     | 8/20/2021  |            | X    | G         | Χ     | Υ     | -         | P           |
| Brittany Anderson | 8/24/2021  | 2/11/22    | Χ    | G         | Χ     | -     | - 1       | -           |
| Kimberly Crum     | 8/24/2021  | 1/14/2022  | Χ    | G         | Χ     | -     | -         |             |
| Elizabeth Poor    | 9/29/2021  | 5/24/23    | Χ    | G         | Χ     | Х     | -         | Р           |



|                    |            |            |      |           |       | ,                | Back      | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|------------------|-----------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.             | To Prison | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-            | В,-       | Р,-         |
| Carol Dearman      | 10/5/2021  | 1/26/2022  | X    | G         | X     | -                | -         |             |
| Erin Burton        | 10/18/2021 | 12/21/2021 | X    | NG        | -     | -                | -         | -           |
| Haley Bass         | 10/21/2021 | 9/16/2022  | X    | G         | Х     | -                | -         | Р           |
| Keena Adair        | 10/21/2021 | 12/10/2021 | X    | NG        | -     | -                | -         | -           |
| Stephani Rodriguez | 11/30/2021 | 01/03/22   | X    | NG        | -     | -                | -         | -           |
| Leah Harvey        | 12/9/2021  | 1/24/23    | X    | G         | X     | -                | -         | Р           |
| Shantel Jones      | 12/17/2021 | 6/25/23    | X    | G         | X     | X                | -         | Р           |
| Elizabeth Campeau  | 12/28/2021 | 8/3/2022   | X    | G         | Χ     | -                | -         | -           |
| Peggy Starns       | 12/30/2021 | 4/15/22    | X    | G         | -     | -                | -         | •           |
| Trisha Lindsey     | 01/04/22   | 7/17/2022  | Х    | G         | Χ     | -                | -         | -           |
| Gillian Wehrle     | 01/04/22   | 02/04/22   | Х    | NG        | -     | -                | -         | -           |
| Robin Spencer      | 1/18/22    | 3/5/22     | Х    | NG        | -     | -                | -         | -           |
| Kenida Harris      | 1/24/22    | 3/17/22    | Х    | NG        | -     |                  | -         | -           |
| Belinda Voyles     | 1/24/22    | 5/13/2013  | X    | G         | -     | -                | -         | -           |
| Laronda Nichols    | 1/24/22    | 1/26/22    | Х    | NG        | -     | -                | -         | *           |
| Sharene Williams   | 02/07/22   | 7/17/2022  | X    | G         | -     | - 1 <del>-</del> | -         | 780         |
| Malika Hubbard     | 02/07/22   | 2/13/22    | Х    | NG        | -     | -                | В         |             |
| Candace Jones      | 2/10/22    | 3/17/22    | Х    | NG        | -     | -                | В         | -           |
| Brittany Stevens   | 2/13/22    | 2/17/22    | Х    | NG        | -     | -                | -         | -           |
| Debbie Bishop      | 3/10/22    | 9/2/2022   | Х    | G         | Х     | -                | -         | -           |
| Lasheka Williams   | 3/30/22    | 11/7/22    | Х    | G         | Х     | -                | -         | -           |
| Melissa Ponds      | 3/30/22    | 04/05/2022 | Х    | NG        | -     | -                | -         |             |
| Daylnn Mason       | 04/04/2022 | 8/11/2022  | X    | G         | -     | _                | -         | -           |
| Laura Jamison      | 4/5/2022   | 9/8/2022   | Х    | G         | -     | -                | -         | -           |
| Crystal James      | 04/08/2022 | 11/07/22   | Х    | G         | Х     | -                | В         | -           |
| Angela Posner      | 4/12/2022  | 8/19/2022  | Х    | G         | -     | -                | -         | I R         |
| Valerie Warren     | 4/12/2022  |            | Х    | G         | Х     | Υ                | -         | Р           |
| Candra CLark       | 4/12/22    | 8/1/2022   | X    | NG        | -     | -                | -         | -           |
| Lilly Fixico       | 4/18/2022  | 7/11/2022  | Х    | NG        | Х     | -                | -         | -           |
| Jessica Devers     | 05/01/2022 |            | Υ    | G         | X     | X                | -         | Р           |
| Holly Bentley      | 07/01/2022 | 8/2/2022   | Х    | NG        | -     | -                | -         | -           |
| Shaelunda Kirkland | 07/08/2022 | 7/15/2022  | X    | NG        | -     | -                | -         | -           |
| Susan Masey        | 07/11/2022 | 11/07/22   | Х    | G         | -     | -                |           | -           |
| Raven Sanders      | 07/20/2022 | 1/30/23    | Х    | G         | X     | -                | -         | -           |
| Allie McIntyre     | 07/20/2022 | 1/30/23    | Χ    | G         | X     | -                | - 1       | -           |
| Alexis Hardin      | 08/01/2022 | 1/23/23    | Χ    | G         | Х     | -                | -         | -           |



|                    |            |            |      |           |       |       | Back        | Stayed Past |
|--------------------|------------|------------|------|-----------|-------|-------|-------------|-------------|
|                    | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.  | To Prison   | 6 months    |
| NAME               | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,- | В,-         | Р,-         |
| Crystal Harveston  | 08/09/2022 | 11/07/22   | X    | G         | Χ     | Υ     | -           | Р           |
| April Hardin       | 08/10/2022 | 6/19/23    | X    | G         | X     | -     | -           | -           |
| Cassidy Gurley     | 08/17/2022 | 6/15/23    | X    | G         | X     | X     | -           | -           |
| Addison Conrad     | 08/24/2022 | 5/13/23    | Х    | G         | X     | -     | -           | -           |
| Melissa Turner     | 08/29/2022 | 12/11/22   | Χ    | G         | -     | -     | -           | -           |
| Jas Montgomery     | 09/06/2022 | 9/25/2022  | Χ    | NG        |       |       | -           | -           |
| Amanda Reeves      | 9/16/2022  | 9/23/23    | Х    | G         | Х     | Х     | =           |             |
| Sarah Kwilas       | 9/16/2022  | 4/12/23    | Х    | G         | Х     | 27    | *           | -           |
| Jenifer Bates      | 9/30/2022  | 8/23/23    | Х    | G         | Х     | - 91  | -           | Р           |
| Vanessa Pickler    | 10/05/22   | 1/15/23    | Х    | G         | 121   | (4)   |             | _           |
| Valerie Black      | 10/09/22   | 3/30/23    | Х    | G         | Х     | -     | -           | 196         |
| Brandy Welch       | 10/11/22   | 2/12/23    | Χ    | G         | -     | -     | -           | ~           |
| Stephanie Daniels  | 10/15/22   | 11/06/23   | Х    | G         | Х     | -     |             | Р           |
| Victoria Torres    | 10/18/22   | 2/12/23    | Х    | G         | 190   | 180   | -           | *           |
| Shaina Morgan      | 10/24/22   | 2/21/23    | Х    | G         | 8#9   |       | -           |             |
| Rachel Little      | 11/01/22   | 6/25/23    | Χ    | G         | Х     | 30    | 194         | -           |
| Starlite Touchton  | 11/07/22   | 3/10/23    | Χ    | G         |       | 22    | -           | -           |
| Angela Williams    | 11/23/22   | 3/8/23     | Χ    | G         | -     | -     | -           | 9           |
| Angel Daniels      | 11/28/22   | 3/19/23    | Х    | G         |       | 44    |             | -           |
| Catherine Deckard  | 11/28/22   | 3/19/23    | Χ    | G         | *     | -     | _           | ~           |
| Shala Brewster     | 12/01/22   | 05/05/23   | Х    | G         | Х     |       |             | 4           |
| Melissa Elliot     | 12/01/22   | 5/23/23    | Х    | G         |       | -     | -           | (4)         |
| Amanda Morales     | 12/30/22   | 2/23/24    | Х    | G         | -     | Х     | -           | Р           |
| Brianna Hall       | 2/7/22     | 10/30/23   | Х    | G         | Х     | =     | -           | 9 ·         |
| Sarah Clark        | 2/13/23    | 6/14/23    | Х    | G         |       | -     | - 1         |             |
| Peggy Sue Courtney | 2/17/2023  | 2/23/24    | Х    | G         | -     | Х     |             | Р           |
| Matasha Harris     | 2/28/23    | 3/31/23    | Х    | NG        | - v   | -     |             | -           |
| Mandy Pope         | 3/8/23     |            | Х    | G         | Х     | Υ     | -           | Р           |
| Yulonda Bankston   | 3/14/23    | 7/11/23    | Χ    | G         | *     | -     | -           | 14          |
| Bethany Partridge  | 3/21/23    | 08/07/23   | Х    | G         | Х     | -     | × .         | -           |
| Nikki Montgomery   | 3/22/23    | 3/22/23    | Х    | NG        | 35    |       | 141         |             |
| Kimberly Heathcoe  | 3/27/23    | 8/16/23    | Χ    | G         | х     | =     | -           |             |
| Jamaika Rutledge   | 4/4/23     | 8/24/23    | Х    | G         | х     | 345   | :           |             |
| Kaylee Jackson     | 4/6/23     | 10/25/23   | Х    | G         | Х     |       | (: <b>*</b> | 3           |
| Nanette Manning    | 4/6/23     | 9/13/23    | Χ    | G         | 14    | ie.   | 7.5         | -           |
| Courtney Collins   | 4/10/23    | 8/16/23    | Х    | G         |       | ia.   | -           | E           |



1/19/24

05/10/24

Х

NG

Back Stayed Past **ARRIVED AT EXIT** Ph I Graduated Ph II Ind. To Prison 6 months NAME CROSSROADS CROSSROADS X,Y G,NG X,Y,-X,Y,-В,-P,-Denise Williamson 4/10/2023 12/01/23 Χ G Χ -Р Carol Mitchell 4/10/23 8/24/23 X NG Shelia Cleveland 4/26/23 8/24/23 X NG Tonya Cutrer 5/1/23 Χ В 10/17/23 G Amanda Pruitt 5/9/23 Ρ 12/09/23 Χ G Χ В Melissa Delgado Χ Χ 5/10/23 1/23/24 G Ρ Χ Kelli Lee 6/5/23 9/17/23 Х G Mary Segura 6/13/23 8/23/23 Χ NG Barbara Byers 6/27/23 10/15/23 Χ G Jessica Cochran 6/27/23 12/09/23 Χ G В -Tomi Fairley 6/27/23 В 9/20/23 X NG -Amy Dougherty 7/3/23 Χ G Х 12/03/23 -Stacy Bass 7/5/23 05/08/24 Χ G Lisa Patterson Χ Υ P 7/25/23 Χ G Latasha Jones 7/28/23 Χ Χ Р 05/04/24 G -Stephanie Chandler 8/15/23 2/2/24 Χ G Χ Kim Herrington 8/22/23 X Ρ 06/01/24 Χ G X Anna wilkens 9/1/23 01/07/24 Χ G -Jami Casey 9/6/23 1/6/24 G Rianne Russell 9/7/23 01/07/24 X G Tiffany Richmond 10/4/23 02/04/24 X G Shamika Terry 10/19/23 1/19/24 Χ NG В . Katie Thompson 10/26/23 05/18/24 Χ G X -Patience Glass 10/30/23 11/24/23 Х NG Anna Banks 11/6/23 Χ G X Υ Р Victoria Torres 11/6/23 02/06/24 X NG -Jessica Goodwin 11/20/23 1/23/24 X NG В Heather Kersey 11/21/23 03/07/24 X G Judy Lambert 11/28/2023 X G Χ Y Ρ Erin Alford 11/26/23 07/30/24 Χ X G Lynette Harp 12/14/23 Υ G Υ p Cheri Ripp 12/14/23 12/14/2024 Χ G Χ Jessica Saunders 12/21/23 Х Υ G Х Р Chassie Smith 01/10/24 10/28/2024 Χ G X Andi Tucker 1/12/24 X 05/05/24 G Jasmine Thompson



|                       |            |            |      |           |       |            | Back       | Stayed Past |
|-----------------------|------------|------------|------|-----------|-------|------------|------------|-------------|
|                       | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.       | To Prison  | 6 months    |
| NAME                  | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-      | В,-        | P,-         |
| Ashley Horton         | 1/19/24    |            | X    | G         | Υ     |            |            | Р           |
| Samantha Babb         | 1/26/24    | 05/09/24   | X    | NG        | -     | -          | -          | -           |
| Hope Cumberland       | 02/06/24   |            | X    | G         | Υ     | 2          | -          | Р           |
| Zjahnese Collins      | 2/14/24    | 05/10/24   | Х    | NG        | -     | -          | -          | -           |
| Amanda Hicks          | 2/28/24    | 06/23/24   | Χ    | G         | 3     | -          | -          | 4           |
| Chancie Anderson      | 2/29/24    | 06/23/24   | X    | NG        | ia.   | -          | 51         | 54.6        |
| Kristen White         | 3/12/24    |            | Х    | G         | :=:   | Υ          | -          | Р           |
| Amber Zuniga          | 3/18/24    | 06/10/24   | Х    | NG        | -     | -          | -          | 100         |
| Stacy Guiltner        | 3/26/24    |            | Х    | G         | Χ     | Υ          | -          | P           |
| Angel Daniels         | 03/30/24   |            | Х    | G         | X     | Υ          |            | Р           |
| Erin Burnside         | 04/02/24   | 12/31/2024 | χ    | G         | Х     | 18         | -          | Р           |
| Myrtle McCraney       | 04/17/24   | 07/28/24   | Х    | G         | -     | 92         |            | -           |
| Amber Lettieri        | 04/19/24   | 08/16/24   | Χ    | G         | -     | -          |            | 3           |
| Manda Daniel          | 04/23/24   |            | Х    | G         | Υ     |            | -          | Р           |
| Jennifer James        | 04/26/24   | 08/29/24   | Х    | G         | -     | -          | -          | •           |
| Shonda Ivey           | 05/03/24   | 06/14/24   | Х    | NG        | ~     |            | -          | •           |
| Elizabeth Cain        | 05/28/24   | 09/29/24   | X    | G         | *     | _          | -          | -           |
| Rachel Reeves         | 06/19/24   | 09/29/24   | Х    | G         | #2.   | _          | -          | -           |
| Malissa Killingsworth | 06/20/24   | 12/05/24   | Χ    | G         | -     | 27         | <b>*</b> / |             |
| Roberta Jones         | 06/26/24   | 12/05/24   | Х    | G         | •     | -          |            | -           |
| Melissa King          | 06/27/24   |            | Χ    | G         | Χ     | Υ          | -          | -           |
| Tayler Henderson      | 06/28/24   |            | X    | G         | Χ     | Υ          | 1.5        | -           |
| Brittany Clark        | 07/09/24   | 10/22/24   | Χ    | G         | ***   | -          | -          | -           |
| Lauren Lee            | 07/19/24   |            | Χ    | G         | Χ     | Υ          | -          | -           |
| Linda Oswalt          | 08/01/24   |            | Χ    | G         | Υ     |            |            | (m.         |
| Melissa Deane         | 08/23/24   |            | Х    | G         | Υ     | -          | -          |             |
| Dana Dodge            | 09/07/24   |            | Υ    | NG        | â.    | ¥          | - 1        |             |
| Alyssa Talamantes     | 09/10/24   | 12/31/24   | Х    | G         | 8     | -          | -          |             |
| Cynthia Buchner       | 09/24/24   |            | Υ    | NG        | -     | +          |            | -           |
| Georgia Dennis        | 10/01/2024 |            | Υ    | NG        | 2     |            | -          | -           |
| Maggie Conerly        | 11/01/2024 |            | Υ    | NG        |       | -          |            |             |
| Carrie Reynolds       | 10/04/2024 |            | Υ    | NG        | -     | -          | -          | •           |
| Belinda Parker        | 10/19/2024 |            | Υ    | NG        | •     |            | -          | -           |
| Felicia Richards      | 10/24/2024 |            | Υ    | NG        | -     | <b>S</b> 1 | -          |             |
| Alexandria Batiste    | 11/22/2024 |            | Υ    | NG        | •     | -          |            | -           |
| Monica Williams       | 11/27/2024 |            | Υ    | NG        | 72    | -          | -          | 2           |



|                 |                   |               |         |            |       |         | Back      | Stayed Past |
|-----------------|-------------------|---------------|---------|------------|-------|---------|-----------|-------------|
|                 | ARRIVED AT        | EXIT          | Ph I    | Graduated  | Ph II | Ind.    | To Prison | 6 months    |
| NAME            | CROSSROADS        | CROSSROADS    | X,Y     | G,NG       | X,Y,- | X,Y,-   | В,-       | P,-         |
| Brandy Crow     | 12/03/2024        |               | Υ       | NG         | -     | -       | •         | -           |
| Audrey Owen     | 12/15/2024        |               | Υ       | NG         | *     | -       |           | -           |
| Felicia Wetzel  | 12/26/2024        |               | Υ       | NG         | •     | -       |           | -           |
| Diane Butler    | 12/30/2024        |               | Υ       | NG         | -     | -       |           |             |
| Haley Glasscock | 12/31/2024        |               | Υ       | NG         | •     | -       | -         |             |
| Stefanie West   | 12/31/2024        |               | Y       | NG         | 9.5   | -       | -         | -           |
| Ashley Neely    | 12/31/2024        |               | Y       | NG         |       | -       | -         | *           |
|                 |                   |               |         |            |       |         |           |             |
|                 |                   |               |         |            |       |         |           |             |
| INSERT ROWS AB  | U<br>OVE THE REDI | INE!!!! DO NO | OT INSI | ERT ROWS I | JNDER | THE RED | LINE.     |             |
| TOTALS          | 404               | 366           | 404     | 319        | 188   | 31      | 40        | 95          |

## NOTES

Column B (Arrived At) must have a valid date

Column C (Exit) must have a valid date, for all who are NO LONGER at Crossroads.

Columns D (Ph 1) must have either a X or Y in every cell.

Column E (Grad) must have either a G or NG in every cell.

Columns F,G (PH 2,PH 3) must have either X,Y, or - in every cell

Column H (Back in Prison) must have either B or - in every cell

Column I (Stayed past 6 months) must have either a P or - in every cell

| NUMBER OF GRADUATES                   | Phase 1 | Grads | Phase II | Phase III  |
|---------------------------------------|---------|-------|----------|------------|
| Total phases out                      | 385     | 319   | 181      | <b>1</b> 5 |
| Total still in a Phase                | 18      |       | 7        | 16         |
| Total In Phase 1 - Not yet Graduated. | 16      |       |          |            |
| Grand Total for a Phase               | 403     |       | 188      | 31         |
|                                       |         |       |          |            |
| Total Current All Houses              | 41      |       |          |            |

| Total Current All Houses                          | 41 |  |
|---|----|--|
| Left the Program without Graduating.              | 68 |  |
| Left the Program without Grad & back in Prison    | 12 |  |
| Left the Program without Grad & NOT back in Priso | 56 |  |



|      |            |            |      |           |       | 041-05-04 | Back      | Stayed Past |
|------|------------|------------|------|-----------|-------|-----------|-----------|-------------|
|      | ARRIVED AT | EXIT       | Ph I | Graduated | Ph II | Ind.      | To Prison | 6 months    |
| NAME | CROSSROADS | CROSSROADS | X,Y  | G,NG      | X,Y,- | X,Y,-     | В,-       | P,-         |

Graduated and Back in Prison

28

Recidivism for Graduates

8.78%

**Recidivism for Non Graduates** 

17.65%

% Women back in Prison (Grad & Non Grad)

10.39%

% of All particpants (including current)

that Stay past 6 months

23.51%

% of Graduates that stay past 6 months

29.78%

% of Women that Graduate

82.22%

**GRADUATION RATE** 

# of women past 6 months now back in Prison

11

% of women past 6 months now back in Prison

11.58%



## BOARD OF DIRECTORS 2025

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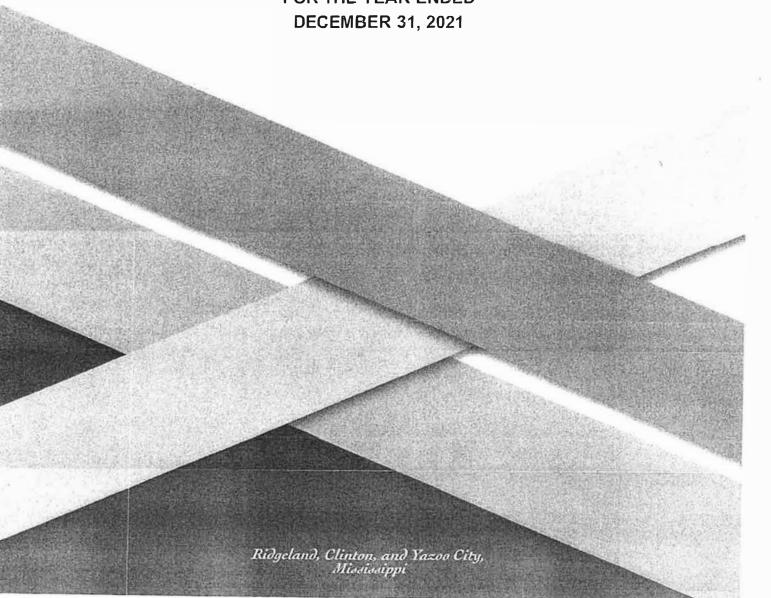
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# CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021





# TABLE OF CONTENTS

|   | <u>Page</u>      |
|---|------------------|
| NDEPENDENT ACCOUNTANT'S REVIEW REPORT   | 1                |
| FINANCIAL STATEMENTS Statement of Financial Position Statement of Activities Statement of Functional Expenses Statement of Cash Flows | 3<br>4<br>5<br>6 |
| Notes to Financial Statements   | 7                |

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Chris B. Savell, CPA
Judy W. Shannon, CPA

Member of





## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors Crossroads Outreach Ministries, Inc. Madison, Mississippi

We have reviewed the accompanying financial statements of Crossroads Outreach Ministries Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2021, and the related statement of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Ministry management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

## Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Crossroads Outreach Ministries, Inc. and to meet our ethical responsibilities in accordance with relevant ethical requirements related to our review.

## **Accountant's Conclusion**

Sathur, Cuter of Lindong, P.A.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Ridgeland, Mississippi December 9, 2022

## STATEMENT OF FINANCIAL POSITION **DECEMBER 31, 2021**

# **ASSETS**

| CURRENT ASSETS Cash Accounts receivable Prepaid expenses | \$ 316,428<br>17,660<br>4,500 |
|--|-------------------------------|
|  | 338,588                       |
| FURNITURE, EQUIPMENT, AND VEHICLES, net                  | 65,711                        |
| OTHER ASSETS   |                               |
| Security deposits  | 3,980                         |
|  | \$ 408,279                    |
| LIABILITIES AND NET ASSETS                               |                               |
| CURRENT LIABILITIES                                      |                               |
| Accounts payable   | <u>\$ 2,043</u>               |
| NET ASSETS Without donor restrictions                    | 301,236                       |
| With restrictions  | 105,000                       |
|  | 406,236                       |
|  | \$ 408,279                    |

See Accompanying Notes and Independent Accountants' Review Report.



## STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2021

|                                      | wit | Activities<br>hout donor<br>strictions | Activities with donor restrictions | Total      |
|--------------------------------------|-----|--|------------------------------------|------------|
| REVENUES AND SUPPORT                 |     |  |                                    |            |
| Bargain Boutique, net of direct cost | \$  | 16,306                                 | \$ -                               | \$ 16,306  |
| Contributions                        |     | 136,753                                | 105,000                            | 241,753    |
| Contract services                    |     | 117,810                                | -                                  | 117,810    |
| Fundraising<br>Grants                |     | 1,398                                  | -                                  | 1,398      |
| In-kind revenue                      |     | 52,183                                 | -                                  | 52,183     |
| Rental income                        |     | 19,178                                 | -                                  | 19,178     |
| Rental income                        | _   | 18,270                                 |                                    | 18,270     |
|                                      | _   | 361,898                                | 105,000                            | 466,898    |
| EXPENSES                             |     |  |                                    |            |
| Program                              |     | 256,331                                | _                                  | 256,331    |
| Management & General                 |     | 79,033                                 | -                                  | 79,033     |
|                                      |     | 335,364                                | ##                                 | 335,364    |
| CHANGE IN NET ASSETS                 |     | 26,534                                 | 105,000                            | 131,534    |
| NET ASSETS AT BEGINNING OF YEAR      | _   | 274,702                                | *                                  | 274,702    |
| NET ASSETS AT END OF YEAR            | \$  | 301,236                                | \$ 105,000                         | \$ 406,236 |

See Accompanying Notes and Independent Accountants' Review Report.

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## STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2021

|                              | _[ | Program     |    | gement<br>eneral | Fundra | ising      | -  | Total   |
|------------------------------|----|-------------|----|------------------|--------|------------|----|---------|
| Salaries                     | \$ | 88,550      | \$ | 39,860           | \$     |            |    | 128,409 |
| Taxes- payroll               | -  | 6,894       | _  | 3,103            |        |            |    | 9,997   |
| Total compensation           |    | 95,443      |    | <b>42,963</b>    |        | •          |    | 138,406 |
| Advertising                  |    | -           |    | 2,905            |        | -          |    | 2,905   |
| Insurance                    |    | 10,785      |    | 1,198            |        | -          |    | 11,983  |
| Miscellaneous expenses       |    | -           |    | 2,474            |        | -          |    | 2,474   |
| Occupancy                    |    | 37,292      |    | 1,554            |        | -          |    | 38,846  |
| Office supplies              |    |             |    | 3,658            |        | _          |    | 3,658   |
| Professional development     |    | -           |    | 1,089            |        | -          |    | 1,089   |
| Professional fees            |    | 50          |    | 13,728           |        | -          |    | 13,728  |
| Program supplies             |    | 31,230      |    | -                |        | -          |    | 31,230  |
| Rent                         |    | 39,600      |    | 4,800            |        | _          |    | 44,400  |
| Repairs and maintenance      |    | 21,681      |    | 2,409            |        | -          |    | 24,090  |
|                              |    | 236,031     |    | 76,778           |        | -          |    | 312,809 |
| Depreciation                 |    | 20,300      |    | 2,256            | -      |            | _  | 22,555  |
|                              | \$ | 256,331     | \$ | 79,033           | \$     | -          | \$ | 335,364 |
| Percentage of total expenses |    | <u>76</u> % |    | 24%              |        | <u>0</u> % |    | 100%    |

See Accompanying Notes and Independent Accountants' Review Report.

## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2021

| CASH FLOWS FROM OPERATING ACTIVITIES Change in net assets Adjustments to reconcile change in net assets to net cash provided by operating activities | \$ | 131,534                      |
|--|----|------------------------------|
| Depreciation Donated fixed assets (Increase) decrease in assets:   |    | 22,555<br>(14,378)           |
| Accounts receivable Prepaid expenses Security deposits Increase in liabilities:  |    | 30,662<br>(4,500)<br>(2,250) |
| Accounts payable   |    | 1,693                        |
| Net cash provided by operating activities  |    | 165,316                      |
| CASH FLOWS FROM INVESTING ACTIVITIES Purchase of fixed assets  | -  | (1.570)                      |
| NET CHANGE IN CASH   |    | 163,746                      |
| CASH AT BEGINNING OF YEAR  |    | 152,682                      |
| CASH AT END OF YEAR  | \$ | 316,428                      |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Donated fixed assets  | \$ | 14,378                       |

See Accompanying Notes and Independent Accountants' Review Report.



## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Activities

Crossroads Outreach Ministries, Inc. (the Ministry) is organized as a not-for-profit corporation under the laws of the State of Mississippi, which was formed for the purpose of operating a short-term shelter for women who have come from prisons and treatment centers to get them back to a healthy and productive way of life. Each woman is limited to a minimum of one hundred twenty days but can be up to one year with review. The Ministry serves a maximum of twelve women at any one time.

#### Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis.

## **Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. In the opinion of management, such differences would not be significant.

## **Financial Statement Presentation**

The financial statements of Crossroads Outreach Ministries, Inc. have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Ministry to report information regarding its financial position and activities according to the following net asset classifications:

<u>Net assets without donor restrictions:</u> Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Ministry's management and the board of directors.

<u>Net assets with donor restrictions:</u> Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Ministry or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

## Cash and Cash Equivalents

The Ministry considers all demand deposits and certificates of deposit with an original maturity of three months or less to be cash and cash equivalents.

## Furniture, Equipment, and Vehicles

Furniture, equipment, and vehicles are recorded at cost or, if acquired by gift, at the fair market value at the date of the gift. Depreciation is computed on a straight-line basis over the estimated useful lives of the respective assets.

The range of useful lives used in computing depreciation for financial purposes is as follows:

| Land improvements       | 7 years |
|-------------------------|---------|
| Furniture and equipment | 5 years |
| Vehicles                | 5 years |
| Leasehold improvements  | 2 years |

## Income Taxes

The Ministry is a tax-exempt Ministry as described in Section 501(c)(3) of the Internal Revenue Code as an other than private foundation and is generally exempt from Federal and State income taxes pursuant to Section 501(a) of the Code. The Ministry believes it has no uncertain tax positions. The federal income tax return is subject to examination by the Internal Revenue Service, generally three years after it is filed.

## Revenue Recognition

Contributions received are recorded as net assets with or without donor restrictions depending on the existence and/or nature of any donor restrictions.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

All donor-restricted support is reported as an increase in nets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restriction and reported in the statement of activities as satisfaction of activity restrictions.

# Lease Accounting

The Ministry determines whether to account for its leases as operating, capital or financing leases depending on the underlying terms of the lease agreement. This determination of classification is complex and requires significant judgment about the Ministry's cost of funds, minimum lease payments and other lease terms.

# Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among programing, management & general, and fundraising.

## Recent Accounting Pronouncements

In February 2016, the FASB issued amended guidance for the treatment of leases. The guidance requires lessees to recognize a right-of-use asset and a corresponding lease liability for all operating and finance leases with lease terms greater than one year. The guidance also requires both qualitative and quantitative disclosures regarding the nature of the Ministry's leasing activities. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance will be effective for the year ending December 31, 2022. Management is evaluating the impact of the amended lease guidance on the Ministry's financial statements.

In September 2020, the FASB issued amended guidance for contributed nonfinancial assets. The guidance requires the presentation of contributed nonfinancial assets as a separate line item in the statement of activities, disclosure of the disaggregated amount by type and disclosure of qualitative information about whether the contributed nonfinancial assets were monetized or utilized during the reporting period as well as a description of the programs or other activities in which the assets were used. The guidance also requires disclosure of any donor-imposed restrictions and a description of valuation techniques. The amendments in the guidance will be effective for the year ending December 31, 2022.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

# 2. FURNITURE, EQUIPMENT, AND VEHICLES

A summary of furniture, equipment, and vehicles at December 31, 2021, is as follows:

| Furniture and equipment Land Improvements Vehicles Leasehold improvements | \$ | 18,723<br>2,626<br>78,519<br>28,991<br>128,859 |
|---|----|--|
| Less: accumulated depreciation  | =  | 63,148   |
| Total   | \$ | 65,711   |

Depreciation expense totaled \$22,555 for the year ended December 31, 2021.

# 3. VINTAGE TREASURES BARGAIN BOUTIQUE

The Ministry operates a resale store located in Canton, Mississippi. The profits from the store go directly into the ministry to help support the living costs for their residents. The residents also work in the store in which they receive valuable life skills during their transition period.

A summary of revenue and expenditures at December 31, 2021, is as follows:

| REVENUES<br>Vintage treasuers income | \$ 77,537 |
|--------------------------------------|-----------|
| EXPENSES                             |           |
| General expenses                     | 10,386    |
| Payroll expenses                     | 20,040    |
| Rent                                 | 22,571    |
| Sales tax                            | 5,067     |
| Utilities                            | 3,167     |
|                                      | 61,231    |
|                                      | \$ 16.306 |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 4. RELATED PARTY

The Ministry leases its building from B & V properties, which is owned by the executive director and her husband. The current lease agreement was executed for nine years commencing on January 1, 2019 and expiring on December 30, 2028. The lease provides that the Ministry will bear the cost of improvements. During the year ended December 31, 2021, rent incurred and paid under this lease agreement was \$25,200.

#### 5. RENTAL EXPENSE

The Ministry has four lease agreements for program operations in Madison and Canton, Mississippi. The leases generally provide that the Ministry will bear the cost of improvements.

Crossroads Outreach Ministries, Inc. has a current ten-year lease for program operations in Madison, Mississippi. The current lease is set to expire on December 30, 2028. The monthly rental payments for this lease are \$2,100 per month.

The Ministry also has a current two-year lease for program operations in Canton, Mississippi. The lease began March 1, 2019 and expired on April 1, 2022. The monthly rental payments are \$1,200 per month.

During the current year the Ministry entered a lease to operate its thrift store in Canton, Mississippi. The lease has a two-year term which commenced on April 1, 2021 and is set to expire on April 1, 2023. The monthly rental payments are \$1,000 per month. The previous lease for the thrift store location expired on June 1, 2021 and had monthly rental payments of \$825.

Prior to year-end, the Ministry entered into a lease for program operations in Canton, Mississippi. The lease has a two-year term which commenced on January 1, 2022 and will expire on January 1, 2024. The monthly rental payments are \$1,200 per month.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

# 5. RENTAL EXPENSE - Continued

Minimum future rental payments are as follows:

| For Year | Ending | December 31 |
|----------|--------|-------------|
|----------|--------|-------------|

| 2022       | \$ 55,200 |
|------------|-----------|
| 2023       | 42,600    |
| 2024       | 25,200    |
| 2025       | 25,200    |
| Thereafter | 75,600    |
|            |           |

\$ 223,800

Rent expense for the year ended December 31, 2021 amounted to \$66,971.

## 6. IN-KIND CONTRIBUTIONS

The financial statements reflect the fair value of donated items that would have been purchased by the Ministry if they had not been donated. The Ministry has recorded in-kind contributions related to vehicles and office space at their estimated fair value of \$19,178 as of December 31, 2021.

# 7. NET ASSETS WITH DONOR RESTRICTIONS

Prior to year-end, the Ministry received \$105,000 in restricted donations. These donations were restricted by the donor for expansion of the Ministri es programs. As of December 31, 2021, none of the donor restricted contributions were spent.

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

#### 8. LIQUIDITY

Financial assets available:

The following reflects the Ministry's financial assets as of December 31, 2021 reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions.

| Cash                | \$ 31 | 6,428 |
|---------------------|-------|-------|
| Accounts receivable | 1     | 7,660 |
| Prepaid expenses    |       | 4,500 |

4,500

338,588

Less those unavailable for general expenditures within one year due to:

Subject to expenditure for specified purpose

(105.000)

Financial assets available to meet cash needs for general expenditures within one year

233,588

The Ministry does not maintain an operating reserve account to cover the average monthly operating costs. However, the average monthly costs were approximately \$26,000 for the year ended December 31, 2021. The Ministry had approximately nine months of financial assets available to meet its average monthly operating costs as of December 31, 2021. The Ministry does not have a policy regarding the investment of cash in excess of daily requirements.

#### 9. SUBSEQUENT EVENTS

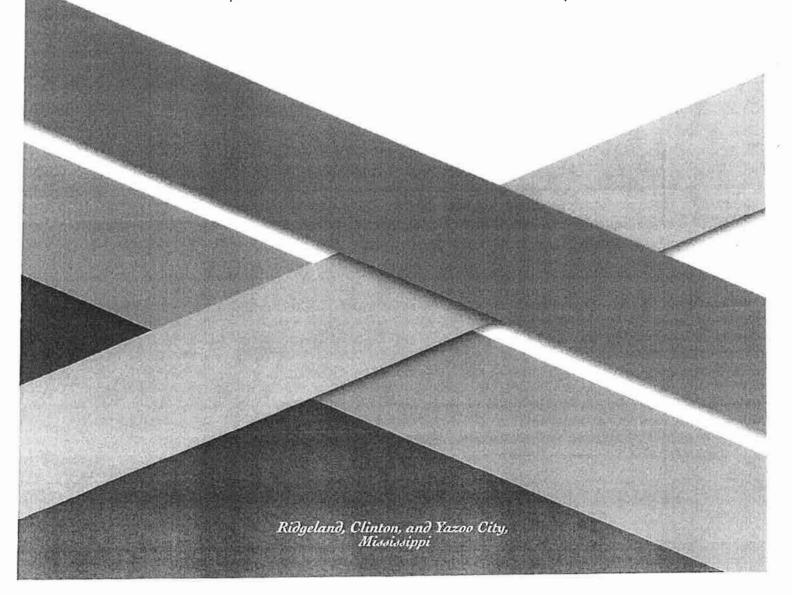
In accordance with the FASB Accounting Standards Codificat ion Topi c 855, Subsequent Events, we have evaluated subsequent events through December 9, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of December 9, 2022, have been incorporated into these financial statements.

After year end the Ministry purchased one of its leased properties upon the completion of the lease term. The property was purchased for \$35,000. The funds used for the purchase of the property came from the donor restricted funds that were to be used for program expansion.



# CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2022
(WITH COMPARATIVE TOTALS FOR 2021)



# TABLE OF CONTENTS

|   | Page             |
|---|------------------|
| INDEPENDENT ACCOUNTANT'S REVIEW REPORT  | 1                |
| FINANCIAL STATEMENTS Statement of Financial Position Statement of Activities Statement of Functional Expenses Statement of Cash Flows | 3<br>4<br>5<br>6 |
| NOTES TO FINANCIAL STATEMENTS   | 7                |

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Chris B. Savell, CPA
Judy W. Shannon, CPA

Member of





### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors Crossroads Outreach Ministries, Inc. Madison, Mississippi

We have reviewed the accompanying financial statements of Crossroads Outreach Ministries Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Ministry management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

# Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

#### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Crossroads Outreach Ministries, Inc. and to meet our ethical responsibilities in accordance with relevant ethical requirements related to our review.

#### Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

#### Report on Summarized Comparative Information

Matthews, Cutier of Lindsong , P.A.

We have previously reviewed Crossroads Outreach Ministries, Inc.'s 2021 financial statements and our conclusion dated December 9, 2022, stated that based on our review we were not aware of any material modifications that should be made to the 2021 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended December 31, 2021, for it to be consistent with the reviewed financial statements from which it has been derived.

Ridgeland, Mississippi November 13, 2023

# STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### ASSETS

| ASSETS   |            |            |
|--|------------|------------|
|  | 2022       | 2021       |
| CURRENT ASSETS Cash                              | £ 000.000  | <b></b>    |
|  | \$ 262,608 |            |
| Accounts receivable                              | 14,515     |            |
| Prepaid expenses                                 | 4,600      | 4,500      |
|  | 281,723    | 338,588    |
| FURNITURE, EQUIPMENT, AND VEHICLES, net          | 110,621    | 65,711     |
| OTHER ASSETS                                     |            |            |
| Operating lease right-of-use asset               | 159,683    |            |
| Security deposits                                | 3,580      |            |
|  | 163,263    |            |
|  | 103,203    |            |
|  | \$ 555,607 | \$ 408,279 |
| LIABILITIES AND NET ASSETS                       |            |            |
| CURRENT LIABILITIES                              |            |            |
| Accounts payable                                 | \$ -       | \$ 2,043   |
| Operating lease liability                        | 37,395     | _,0.0      |
| - Forest Grand Harmy                             | 37.395     | 2.043      |
|  | 07,000     | 2,040      |
| LONG TERM LIABILITIES                            |            |            |
| Operating lease liability-net of current portion | 122,288    |            |
| NET ASSETS                                       |            |            |
| Without donor restrictions                       | 351,266    | 301,236    |
| With donor restrictions                          | 44,658     | 105,000    |
|  | 395,924    | 406,236    |
|  | \$ 555,607 | \$ 408,279 |

# STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

| REVENUES AND SUPPORT  | wit | Activities<br>hout donor<br>estrictions         | wi    | ctivities<br>th donor<br>strictions | _    | 2022<br>Total                                   | -  | 2021<br>Total                                   |
|---|-----|---|-------|-------------------------------------|------|---|----|---|
| Bargain Boutique, net of direct cost<br>Contributions<br>Contract services<br>Fundraising<br>Grants | \$  | 10,285<br>146,607<br>110,485<br>6,105<br>56,472 | \$    | 15,000<br>-<br>-<br>-               |      | 10,285<br>161,607<br>110,485<br>6,105<br>56,472 | \$ | 16,306<br>241,753<br>117,810<br>1,398<br>52,183 |
| In-kind revenue Rental income Net asset released from restrictions                                  | _   | 4,800<br>40,890<br>75,342<br>450,986            |       | -<br>(75,342)<br>(60,342)           |      | 4,800<br>40,890<br><br>390,644                  | -  | 19,178<br>18,270<br>-<br>466,898                |
| EXPENSES Program Management & General Fundraising   | _   | 301,859<br>96,756<br>2,340<br>400,956           | wane. | -                                   |      | 301,859<br>96,756<br>2,340<br>400,956           | _  | 256,331<br>79,033<br>-<br>335,364               |
| CHANGE IN NET ASSETS  |     | 50,030  | ı     | (60,342)                            |      | (10,312)  |    | 131,534   |
| NET ASSETS AT BEGINNING OF YEAR   | -   | 301,236   | 1     | 105,000                             |      | 406,236   |    | 274.702   |
| NET ASSETS AT END OF YEAR   | \$  | 351,266   | \$    | 44,658                              | \$ 3 | 395,924   | \$ | 406,236   |

# STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

|                              | P    | rogram          |       | nagement<br>General | Fundra | ising | _             | 2022<br>Total     |    | 2021<br>Total    |
|------------------------------|------|-----------------|-------|---------------------|--------|-------|---------------|-------------------|----|------------------|
| Salaries<br>Taxes- payroll   | \$   | 92,489<br>7,290 | \$    | 42,666<br>3,363     | \$     |       | \$            | 135,155<br>10,653 | \$ | 128,409<br>9,997 |
| Total compensation           | •    | 99,779          |       | 46,029              |        | •     | _             | 145,808           | _  | 138,406          |
| Advertising                  |      | ₩)              |       | 6,236               |        | -     | A             | 6,236             |    | 2,905            |
| Insurance                    |      | 22,611          |       | 2,512               |        | -     |               | 25,123            |    | 11,983           |
| Miscellaneous expenses       |      | -               |       | 1,284               |        | -     |               | 1,284             |    | 2,474            |
| Occupancy                    |      | 50,463          |       | 2,103               |        | -     |               | 52,566            |    | 38,846           |
| Office supplies              |      | -               |       | 7,783               |        | -     |               | 7,783             |    | 3,658            |
| Professional development     |      |                 |       | 1,227               |        | -     |               | 1,227             |    | 1,089            |
| Professional fees            |      | -               |       | 20,476              | 2,     | 340   |               | 22,816            |    | 13,728           |
| Program supplies             |      | 37,527          |       | -                   |        |       |               | 37,527            |    | 31,230           |
| Rent                         |      | 52,723          |       | 4,800               |        | -     |               | 57,523            |    | 44,400           |
| Repairs and maintenance      |      | 19,455          | V2000 | 2,162               |        | -     | Table State S | 21,617            |    | 24,090           |
|                              | 2    | 282,558         |       | 94,612              | 2      | 340   |               | 379,510           |    | 312,809          |
| Depreciation                 | -    | 19,301          | V     | 2,145               |        |       | _             | 21,446            |    | 22,555           |
|                              | \$ 3 | 01,859          | \$    | 96,756              | \$ 2,  | 340   | \$            | 400,956           | \$ | 335,364          |
| Percentage of total expenses |      | 75%             |       | 24%                 |        | 1%    |               | 100%              |    |                  |

# STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

|   |           | 2022                  | _  | 2021                         |
|---|-----------|-----------------------|----|------------------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES  Change in net assets  Adjustments to reconcile change in net assets  to net cash provided by operating activities | \$        | (10,312)              | \$ | 131,534                      |
| Depreciation Donated fixed assets (Increase) decrease in assets:  |           | 21,446<br>-           |    | 22,555<br>(14,378)           |
| Accounts receivable Prepaid expenses Security deposits Increase (decrease) in liabilities: Accounts payable   |           | 3,145<br>(100)<br>400 |    | 30,662<br>(4,500)<br>(2,250) |
|   | _         | (2,043)               | _  | 1,693                        |
| Net cash provided by operating activities   |           | 12,536                |    | 165,316                      |
| CASH FLOWS FROM INVESTING ACTIVITIES Purchase of fixed assets   | _         | (66,356)              |    | (1,570)                      |
| NET CHANGE IN CASH  |           | (53,820)              |    | 163,746                      |
| CASH AT BEGINNING OF YEAR   | _         | 316,428               | _  | 152,682                      |
| CASH AT END OF YEAR   | \$        | 262,608               | \$ | 316,428                      |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Donated fixed assets   | <u>\$</u> |                       | \$ | 14,378                       |
| Right-of-use asset obtained in exchange for new operating<br>lease liabilties   | \$        | 196,595               | \$ |                              |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

## Nature of Activities

Crossroads Outreach Ministries, Inc. (the Ministry) is organized as a not-for-profit corporation under the laws of the State of Mississippi, which was formed for the purpose of operating a short-term shelter for women who have come from prisons and treatment centers to get them back to a healthy and productive way of life. Each woman is limited to a minimum of one hundred twenty days but can be up to one year with review.

#### Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. In the opinion of management, such differences would not be significant.

#### Financial Statement Presentation

The financial statements of Crossroads Outreach Ministries, Inc. have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Ministry to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donorimposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Ministry's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Ministry or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

# 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

# Financial Statement Presentation - continued

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

## Cash and Cash Equivalents

The Ministry considers all demand deposits and certificates of deposit with an original maturity of three months or less to be cash and cash equivalents.

#### Receivables

Accounts receivables are carried at the invoiced amount, or the amount of reimbursable costs incurred, less an estimate made for doubtful receivables. Contributions and grants receivable are primarily from organizations or individuals and include pledged amounts. These receivables are reported at the present value of the estimated future cash flows using the discount rate commensurate with the risks involved even if their ultimate use is unrestricted.

### Furniture, Equipment, and Vehicles

Furniture, equipment, and vehicles are recorded at cost or, if acquired by gift, at the fair market value at the date of the gift. Depreciation is computed on a straight-line basis over the estimated useful lives of the respective assets.

The range of useful lives used in computing depreciation for financial purposes is as follows:

| Buildings               | 39 years |
|-------------------------|----------|
| Land improvements       | 7 years  |
| Furniture and equipment | 5 years  |
| Vehicles                | 5 years  |
| Leasehold improvements  | 2 years  |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

# 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Income Taxes

The Ministry is a tax-exempt Ministry as described in Section 501(c)(3) of the Internal Revenue Code as an other than private foundation and is generally exempt from Federal and State income taxes pursuant to Section 501(a) of the Code. The Ministry believes it has no uncertain tax positions. The federal income tax return is subject to examination by the Internal Revenue Service, generally three years after it is filed.

#### Revenue Recognition

Contributions received are recorded as net assets with or without donor restrictions depending on the existence and/or nature of any donor restrictions.

Donor-restricted support is reported as an increase in nets with donor restrictions. When a restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restriction and reported in the statement of activities as satisfaction of activity restrictions.

The sale of donated items at the Vintage Treasures Bargain Boutique is recorded at fair value when sold.

#### Lease Accounting

The Ministry determines whether to account for its leases as an operating or finance lease depending on the underlying terms of the lease agreement. This determination of classification requires significant judgement related to certain information, including the estimated fair value and remaining economic life of the leased asset, minimum lease payments, and other lease terms.

#### Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among programing, management & general, and fundraising.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Concentration of Credit Risk

The Ministry had deposits at a financial institution in excess of federally insured limits of \$3,540 and \$67,195 at December 31, 2022 and 2021, respectively. The Ministry has not experienced any losses in such accounts and believes it is not exposed to significant credit risk.

#### Recent Adopted Accounting Pronouncements

#### Leases

In February 2016, the FASB issued the Accounting Standards Update ("ASU") 2016-02, Leases (Topic 842), which requires the recognition of a "right to use" asset and a lease liability, initially measured at the present value of the lease payments, on all of the Center's lease obligations. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance will be effective for the year ended December 31, 2022.

#### Gifts In-Kind

In September 2020, the Financial Accounting Standards Board ("FASB") issued ASU 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958), which is effective for fiscal years beginning after June 15, 2021, with early adoption permitted, and is intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts in-kind, for not-for-profit Organizations. The ASU requires a not-for-profit Organizations to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets, along with expanded disclosure requirements. The Ministry adopted and implemented this pronouncement on January 1, 2022, using the prospective method of application. The adoption of ASU 2020-07 resulted in no material changes to the recognition of collections.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

# 2. FURNITURE, EQUIPMENT, AND VEHICLES

A summary of furniture, equipment, and vehicles is as follows:

|                                | 2022       | 2021      |
|--------------------------------|------------|-----------|
| Furniture and equipment        | \$ 18,723  | \$ 18,723 |
| Buildings                      | 34,122     | -         |
| Land Improvements              | 2,626      | 2,626     |
| Vehicles                       | 78,519     | 78,519    |
| Leasehold improvements         | 28,991     | 28,991    |
| Construction in progress       | 32,234     | -         |
|                                | 195,215    | 128,859   |
| Less: accumulated depreciation | 84,594     | 63,148    |
|                                | \$ 110,621 | \$ 65,711 |

Depreciation expense totaled \$21,446 and \$22,555 for the years ended December 31, 2022 and 2021.

#### 3. VINTAGE TREASURES BARGAIN BOUTIQUE

The Ministry operates a resale store located in Canton, Mississippi. The profits from the store go directly into the ministry to help support the living costs for their residents. The residents also work in the store in which they receive valuable life skills during their transition period.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 3. VINTAGE TREASURES BARGAIN BOUTIQUE - CONTINUED

A summary of revenue and expenditures is as follows:

|                                   | 2022             | 2021            |
|-----------------------------------|------------------|-----------------|
| REVENUES Vintage treasuers income | \$ 69,227        | \$ 77,537       |
| EXPENSES                          |                  |                 |
| General expenses                  | 12,055           | 10,386          |
| Payroll expenses                  | 15,617           | 20,040          |
| Rent                              | 22,261           | 22,571          |
| Sales tax                         | 3,792            | 5,067           |
| Utilities                         | 5,217            | 3,167           |
|                                   | 58,942           | 61,231          |
|                                   | <u>\$ 10,285</u> | <u>\$16,306</u> |

#### 4. LEASES

The Ministry has four lease agreements for program operations in Madison and Canton, Mississippi. The leases generally provide that the Ministry will bear the cost of improvements.

Crossroads Outreach Ministries, Inc. has a current ten-year lease for program operations in Madison, Mississippi. The current lease is set to expire on December 30, 2028. The monthly rental payments for this lease are \$2,100 per month.

The Ministry also had a two-year lease for program operations in Canton, Mississippi. The lease began March 1, 2019 and expired on April 1, 2022. The monthly rental payments are \$1,200 per month. Upon expiration of these lease, The Ministry purchased this house for programmatic activities.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 4. LEASES - CONTINUED

The Ministry entered a lease to operate its thrift store in Canton, Mississippi. The lease has a two-year term which commenced on April 1, 2021 and is set to expire on April 1, 2023. The monthly rental payments are \$1,000 per month.

The Ministry entered into a lease for program operations in Canton, Mississippi. The lease has a two-year term which commenced on January 1, 2022 and will expire on January 1, 2024. The monthly rental payments are \$1,200 per month.

Total lease costs is as follows:

| Operating lease expense Short-term lease expense          | \$ 39,600<br>40,184 |
|---|---------------------|
|   | \$ 79,784           |
| Weighted average discount rate:<br>Operating leases       | 1.55%               |
| Weighted average remaining lease term<br>Operating leases | 5.52                |

Future minimum lease payments required under the operating leases that have an initial or remaining non-cancelable lease term in excess of one year is as follows:

| For Year Ending December 31   |    |         |
|-------------------------------|----|---------|
| 2023                          | \$ | 39,600  |
| 2024                          |    | 26,400  |
| 2025                          |    | 25,200  |
| 2026                          |    | 25,200  |
| 2027                          |    | 25,200  |
| Thereafter                    | -  | 25,200  |
| Total undiscounted cash flows |    | 166,800 |
| Less present value discount   | _  | (7.117) |
| Total lease liabilities       | \$ | 159,683 |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

## 5. RELATED PARTY

The Ministry leases its building from B & V properties, which is owned by the executive director and her husband. The current lease agreement was executed for nine years commencing on January 1, 2019 and expiring on December 30, 2028. The lease provides that the Ministry will bear the cost of improvements. During the year ended December 31, 2022 and 2021, rent incurred and paid under this lease agreement was \$25,200.

#### 6. IN-KIND CONTRIBUTIONS

In-kind contributions consisted of the following:

|                          | 2022     |     | 2021            |
|--------------------------|----------|-----|-----------------|
| Office space<br>Vehicles | \$ 4,800 | ·   | 4,800<br>14,378 |
|                          | \$ 4,800 | \$_ | <u>19,178</u>   |

#### 7. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

|                   | 2022   | 2      | 2021    |  |
|-------------------|--------|--------|---------|--|
| Program expansion | \$ 33, | 644 \$ | 100,000 |  |
| Trauma Therapy    | 11,    | 014    | 5,000   |  |
|                   | \$ 44, | 658 \$ | 105,000 |  |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 8. LIQUIDITY

The following reflects the Ministry's financial assets as of December 31, 2022 reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions.

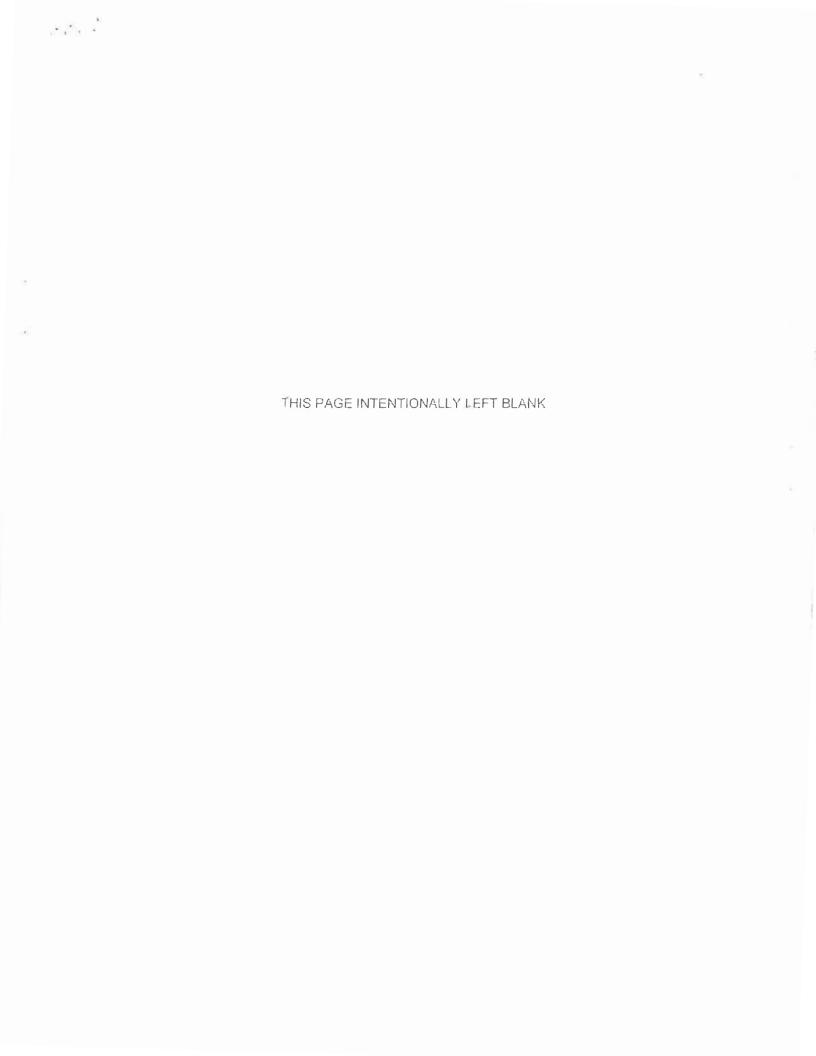
Financial assets available:

| Cash  | \$ | 262,608          |
|---|----|------------------|
| Accounts receivable   |    | 14,515           |
| Prepaid expenses  | ×  | 4,600            |
|   |    | 281,723          |
| Less those unavailable for general expenditures within one year due to: |    | W <sub>res</sub> |
| Subject to expenditure for specified purpose                            |    | (44,658)         |
| Financial assets available to meet cash needs for general               |    |                  |
| expenditures within one year  | \$ | 237,065          |

The Ministry does not maintain an operating reserve account to cover the average monthly operating costs. However, the average monthly costs were approximately \$31,000 for the year ended December 31, 2022. The Ministry had approximately eight months of financial assets available to meet its average monthly operating costs as of December 31, 2022. The Ministry does not have a policy regarding the investment of cash in excess of daily requirements.

#### SUBSEQUENT EVENTS

In accordance with the FASB Accounting Standards Codification Topic 855, Subsequent Events, we have evaluated subsequent events through November 13, 2023, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of November 13, 2023, have been incorporated into these financial statements.





# CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023
(WITH COMPARATIVE TOTALS FOR 2022)

Ridgeland, Clinton, and Yazoo City,

# TABLE OF CONTENTS

|   | Page             |
|---|------------------|
| INDEPENDENT ACCOUNTANT'S REVIEW REPORT  | 1                |
| FINANCIAL STATEMENTS Statement of Financial Position Statement of Activities Statement of Functional Expenses Statement of Cash Flows | 3<br>4<br>5<br>6 |
| NOTES TO FINANCIAL STATEMENTS   | 7                |

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Member of





#### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors Crossroads Outreach Ministries, Inc. Madison, Mississippi

We have reviewed the accompanying financial statements of Crossroads Outreach Ministries Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Ministry management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

# Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

#### Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Crossroads Outreach Ministries, Inc. and to meet our ethical responsibilities in accordance with relevant ethical requirements related to our review.

#### Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

#### **Report on Summarized Comparative Information**

athur, Cutur of Lindsay , P.A.

We have previously reviewed Crossroads Outreach Ministries, Inc.'s 2022 financial statements and our conclusion dated November 13, 2023, stated that based on our review we were not aware of any material modifications that should be made to the 2022 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended December 31, 2022, for it to be consistent with the reviewed financial statements from which it has been derived.

Ridgeland, Mississippi November 15, 2024

# STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

| ASSETS |
|--------|
|--------|

| Eliza e | 2023    |  | 2022                 |
|---------|---------|--|----------------------|
|         |         |  |                      |
| \$      | 349,572 | \$   | 262,608              |
|         | 35,325  |  | 14,515               |
|         |         | 7  | 4,600                |
|         | 398,327 | -  | 281,723              |
| -       | 139,815 | _  | 110,621              |
|         |         |  |                      |
|         | 144,474 |  | 159,683              |
|         | 4,180   |  | 3,580                |
| -       | 148.654 |  | 163,263              |
| \$      | 686,796 | \$   | 555,607              |
|         |         |  |                      |
|         |         |  |                      |
| \$      | 7.472   | \$   | -                    |
|         | 40,853  |  | 37,395               |
| _       | 48,325  |  | 37,395               |
|         |         |  |                      |
|         | 103,621 | _  | 122,288              |
|         |         |  |                      |
|         | 518,544 |  | 351,266              |
|         | 16.306  |  | 44,658               |
|         | 534,850 |  | 395,924              |
| \$      | 686,796 | \$   | 555,607              |
|         | \$      | \$ 349,572<br>35,325<br>13,430<br>398,327<br>139,815<br>144,474<br>4,180<br>148,654<br>\$ 686,796<br>\$ 7,472<br>40,853<br>48,325<br>103,621<br>518,544<br>16,306<br>534,850 | \$ 349,572 \$ 35,325 |

# STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

|   | wit | Activities<br>nout donor<br>estrictions  | ٧  | Activities vith donor estrictions           | 2023<br>Total   |    | 2022<br>Total  |
|---|-----|--|----|---|---|----|--|
| REVENUES AND SUPPORT Bargain Boutique, net of direct cost Contributions Contract services Fundraising Grants In-kind revenue Rental income Interest income Loss on sale of asset Net asset released from restrictions | \$  | 13,383<br>259,326<br>125,762<br>10,763<br>163,586<br>6,134<br>44,103<br>3,772<br>(4,448)<br>28,352 | \$ | -<br>-<br>-<br>-<br>-<br>-<br>-<br>(28,352) | \$ 13,383<br>259,326<br>125,762<br>10,763<br>163,586<br>6,134<br>44,103<br>3,772<br>(4,448) | \$ | 161,607<br>110,485<br>6,105<br>56,472<br>4,800<br>40,890 |
|   |     | 650,733  |    | (28,352)                                    | 622,381   |    | 390,644  |
| EXPENSES Program Management & general Fundraising   | _   | 375,443<br>101,930<br>6,082<br>483,455   | _  | -   | 375,443<br>101,930<br>6,082<br>483,455  | -  | 301,859<br>96,756<br>2,340<br>400,956                    |
| CHANGE IN NET ASSETS  |     | 167,278  |    | (28,352)                                    | 138,926   |    | (10,312)   |
| NET ASSETS AT BEGINNING OF YEAR   |     | 351,266  | _  | 44,658                                      | 395,924   |    | 406,236  |
| NET ASSETS AT END OF YEAR   | \$  | 518,544  | \$ | 16,306                                      | \$ 534,850  | \$ | 395,924  |

# STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

|                              |             | Management |             | 2023         | 2022       |
|------------------------------|-------------|------------|-------------|--------------|------------|
|                              | Program     | & General  | Fundraising | Total        | Total      |
| Salaries                     | \$ 114,986  | \$ 36,963  | \$ 5,674    | \$ 157,623   | \$ 135,155 |
| Taxes- payroll               | 8,265       | 2,657      | 408         | 11,330       | 10,653     |
| Total compensation           | 123,251     | 39,620     | 6,082       | 168,953      | 145,808    |
| Advertising                  | 1.5         | 11,701     | _           | 11,701       | 6,236      |
| Insurance                    | 22,302      | 2,478      | -           | 24,780       | 25,123     |
| Miscellaneous expenses       | -           | 4,491      | -           | 4,491        | 1,284      |
| Occupancy                    | 62,611      | 2,609      | -           | 65,220       | 52,566     |
| Office supplies              | ,-          | 13,820     | _           | 13,820       | 7,783      |
| Professional development     | 9           | 201        | -           | 201          | 1,227      |
| Professional fees            | -           | 19,984     | -           | 19,984       | 22,816     |
| Program supplies             | 45,732      | :=:        | -           | 45,732       | 37,527     |
| Rent                         | 65,514      | 800        | -           | 66,314       | 57,523     |
| Repairs and maintenance      | 36,300      | 4,033      |             | 40,333       | 21,617     |
|                              | 355,710     | 99,737     | 6,082       | 461,529      | 379,510    |
| Depreciation                 | 19,733      | 2,193      |             | 21,926       | 21,446     |
|                              | \$ 375,443  | \$ 101,930 | \$ 6,082    | \$ 483,455   | \$ 400,956 |
| Percentage of total expenses | <u>78</u> % | 21%        | 1%          | <u>100</u> % |            |

# STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

|   | _  | 2023                         |    | 2022                  |
|---|----|------------------------------|----|-----------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES Change in net assets Adjustments to reconcile change in net assets                 | \$ | 138,926                      | \$ | (10,312)              |
| to net cash provided by operating activities Depreciation Donated fixed assets Loss from sale of property and equipment |    | 21,926<br>(5,334)<br>4,448   |    | 21,446<br>-<br>-      |
| (Increase) decrease in assets: Accounts receivable Prepaid expenses Security deposits                                   |    | (20,810)<br>(8,830)<br>(600) |    | 3,145<br>(100)<br>400 |
| Increase (decrease) in liabilities: Accounts payable  | _  | 7,472                        | _  | (2,043)               |
| Net cash provided by operating activities   |    | 137,198                      |    | 12,536                |
| CASH FLOWS FROM INVESTING ACTIVITIES Proceeds from sale of property and equipment Purchase of fixed assets              |    | 2,500<br>(52,734)            | _  | (66,356)              |
| Net cash used in investing activities   |    | (50,234)                     |    | (66,356)              |
| NET CHANGE IN CASH  |    | 86,964                       |    | (53,820)              |
| CASH AT BEGINNING OF YEAR   | _  | 262,608                      | _  | 316,428               |
| CASH AT END OF YEAR   | \$ | 349,572                      | \$ | 262,608               |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Donated fixed assets   | \$ | 5,334                        | \$ |                       |
| Right-of-use asset obtained in exchange for new operating lease liabilities   | \$ | 33,102                       | \$ | 196,595               |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Activities

Crossroads Outreach Ministries, Inc. (the Ministry) is organized as a not-for-profit corporation under the laws of the State of Mississippi, which was formed for the purpose of operating a short-term shelter for women who have come from prisons and treatment centers to get them back to a healthy and productive way of life. Each woman is limited to a minimum of one hundred twenty days but can be up to one year with review.

# Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. In the opinion of management, such differences would not be significant.

# Financial Statement Presentation

The financial statements of Crossroads Outreach Ministries, Inc. have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Ministry to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donorimposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Ministry's management and the board of directors.

<u>Net assets with donor restrictions</u>: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Ministry or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

#### Financial Statement Presentation - continued

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

#### Cash and Cash Equivalents

The Ministry considers all demand deposits and certificates of deposit with an original maturity of three months or less to be cash and cash equivalents.

#### Receivables

Accounts receivables are carried at the invoiced amount, or the amount of reimbursable costs incurred, less an estimate made for doubtful receivables. Contributions and grants receivable are primarily from organizations or individuals and include pledged amounts. These receivables are reported at the present value of the estimated future cash flows using the discount rate commensurate with the risks involved even if their ultimate use is unrestricted.

#### Furniture, Equipment, and Vehicles

Furniture, equipment, and vehicles are recorded at cost or, if acquired by gift, at the fair market value at the date of the gift. Depreciation is computed on a straight-line basis over the estimated useful lives of the respective assets.

The range of useful lives used in computing depreciation for financial purposes is as follows:

| Buildings               | 39 years |
|-------------------------|----------|
| Land improvements       | 7 years  |
| Furniture and equipment | 5 years  |
| Vehicles                | 5 years  |
| Leasehold improvements  | 2 years  |

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Income Taxes

The Ministry is a tax-exempt Ministry as described in Section 501(c)(3) of the Internal Revenue Code as an other than private foundation and is generally exempt from Federal and State income taxes pursuant to Section 501(a) of the Code. The Ministry believes it has no uncertain tax positions. The federal income tax return is subject to examination by the Internal Revenue Service, generally three years after it is filed.

#### Revenue Recognition

Contributions received are recorded as net assets with or without donor restrictions depending on the existence and/or nature of any donor restrictions.

Donor-restricted support is reported as an increase in nets with donor restrictions. When a restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restriction and reported in the statement of activities as satisfaction of activity restrictions.

The sale of donated items at the Vintage Treasures Bargain Boutique is recorded at fair value when sold.

Donated goods are recorded at their estimated fair value when received. Contributions of services are recognized if the services received create or enhance nonfinancial assets or require specialized skills, are provided by individuals possessing these skills, and would typically need to be purchased if not provided by donation.

#### Lease Accounting

The Ministry determines whether to account for its leases as an operating or finance lease depending on the underlying terms of the lease agreement. This determination of classification requires significant judgement related to certain information, including the estimated fair value and remaining economic life of the leased asset, minimum lease payments, and other lease terms.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among programing, management & general, and fundraising.

#### Concentration of Credit Risk

The Ministry had deposits at a financial institution in excess of federally insured limits of \$75,646 and \$3,540 at December 31, 2023 and 2022, respectively. The Ministry has not experienced any losses in such accounts and believes it is not exposed to significant credit risk.

#### Advertising

Advertising is expensed in the period incurred. Advertising amounted to \$11,701 and \$6,236 for the years ended December 31, 2023 and 2022, respectively.

#### 2. FURNITURE, EQUIPMENT, AND VEHICLES

A summary of furniture, equipment, and vehicles is as follows:

|                                |    | 2023    |     | 2022    |  |
|--------------------------------|----|---------|-----|---------|--|
| Furniture and equipment        | \$ | 18,723  | \$  | 18,723  |  |
| Buildings                      |    | 34,122  |     | 34,122  |  |
| Land Improvements              |    | 5,926   |     | 2,626   |  |
| Vehicles                       |    | 90,043  |     | 78,519  |  |
| Leasehold improvements         |    | 31,099  |     | 28,991  |  |
| Construction in progress       |    | 64,460  |     | 32,234  |  |
|                                |    | 244,373 |     | 195,215 |  |
| Less: accumulated depreciation | -  | 104,558 | _   | 84,594  |  |
|                                | \$ | 139,815 | \$_ | 110,621 |  |

Depreciation expense totaled \$21,926 and \$21,446 for the years ended December 31, 2023 and 2022.

# NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 3. VINTAGE TREASURES BARGAIN BOUTIQUE

The Ministry operates a resale store located in Canton, Mississippi. The profits from the store go directly into the ministry to help support the living costs for their residents. The residents also work in the store in which they receive valuable life skills during their transition period.

A summary of revenue and expenditures is as follows:

|                                   |           | 2023   |           | 2022   |  |
|-----------------------------------|-----------|--------|-----------|--------|--|
| REVENUES Vintage treasuers income | \$        | 66,244 | \$        | 69,227 |  |
| EXPENSES                          |           |        |           |        |  |
| General expenses                  |           | 7,589  |           | 12,055 |  |
| Payroll expenses                  |           | 17,152 |           | 15,617 |  |
| Rent                              |           | 22,354 |           | 22,261 |  |
| Sales tax                         |           | 2,225  |           | 3,792  |  |
| Utilities                         |           | 3,541  |           | 5,217  |  |
|                                   |           | 52,861 |           | 58,942 |  |
|                                   | <u>\$</u> | 13,383 | <u>\$</u> | 10,285 |  |

#### 4. LEASES

The Ministry has five lease agreements for program operations in Madison and Canton, Mississippi. The leases generally provide that the Ministry will bear the cost of improvements.

Crossroads Outreach Ministries, Inc. has a current ten-year lease for program operations in Madison, Mississippi. The current lease is set to expire on December 30, 2028. The monthly rental payments for this lease are \$2,100 per month.

The Ministry also had a two-year lease for program operations in Canton, Mississippi. The lease began March 1, 2019 and expired on April 1, 2022. The monthly rental payments are \$1,200 per month. Upon expiration of this lease, The Ministry purchased this house for programmatic activities.

#### CROSSROADS OUTREACH MINISTRIES, INC.

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 4. LEASES - CONTINUED

The Ministry entered a lease to operate its thrift store in Canton, Mississippi. The lease has a two-year term which commenced on April 1, 2021, and is set to expire on April 1, 2023. The monthly rental payments are \$1,000 per month. This lease is on a month-to-month basis after the expiration of lease agreement.

The Ministry entered into a lease for program operations in Canton, Mississippi. The lease has a two-year term which commenced on January 1, 2022 and will expire on January 1, 2024. The monthly rental payments are \$1,200 per month. A new lease was executed that superseded this lease. Commencement of the new lease was May 1, 2023 with expiration on May 1, 2025. The monthly rental payments are \$1,500 per month.

The Ministry entered a lease for office space in Canton, Mississippi. The lease has a two-year term which commenced on March 1, 2023, and is set to expire on March 1, 2024. The monthly rental payments are \$600 per month. This lease is on a month-to-month basis after the expiration of lease agreement.

Total lease costs is as follows:

| Lease Expense Operating lease expense Short-term lease expense | \$ 75,600<br>13,068 |
|--|---------------------|
|  | \$ 88.668           |
| Weighted average discount rate:<br>Operating leases            | 2.04%               |
| Weighted average remaining lease term<br>Operating leases      | 4.41                |

#### CROSSROADS OUTREACH MINISTRIES, INC.

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 4. LEASES - CONTINUED

Future minimum lease payments required under the operating leases that have an initial or remaining non-cancelable lease term in excess of one year is as follows:

| For Year Ending December 31   |               |
|-------------------------------|---------------|
| 2024                          | \$<br>43,200  |
| 2025                          | 31,200        |
| 2026                          | 25,200        |
| 2027                          | 25,200        |
| 2028                          | 25,200        |
| Total undiscounted cash flows | 150,000       |
| Less present value discount   | (5,526)       |
| Total lease liabilities       | \$<br>144,474 |
|                               |               |

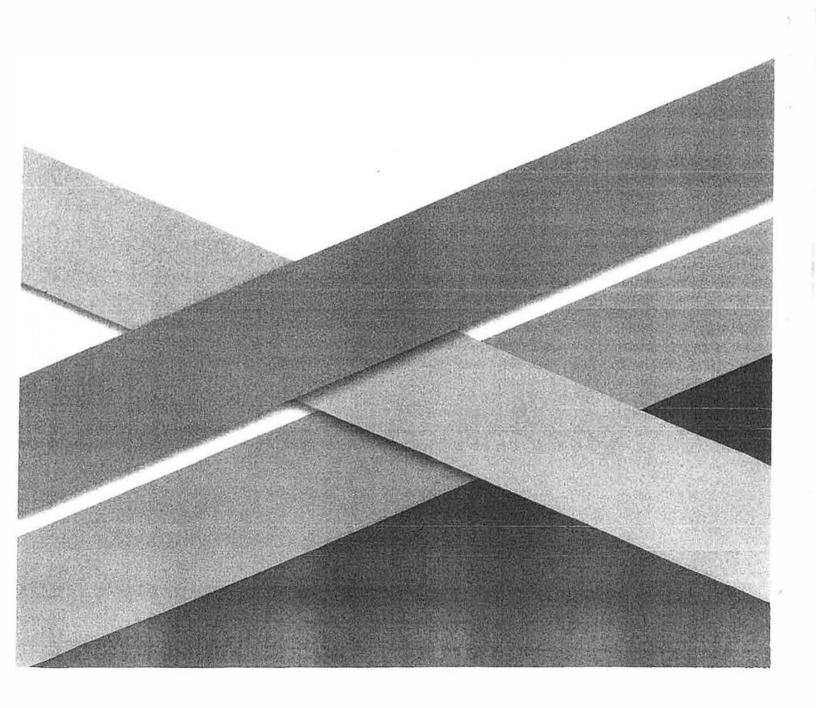
#### 5. RELATED PARTY

The Ministry leases its building from B & V properties, which is owned by the executive director and her husband. The current lease agreement was executed for nine years commencing on January 1, 2019 and expiring on December 30, 2028. The lease provides that the Ministry will bear the cost of improvements. During the year ended December 31, 2023 and 2022, rent incurred and paid under this lease agreement was \$25,200.

The Ministry engaged the executive director's son and husband to help in renovating and maintaining the property and equipment of the Ministry. During 2023, a total of \$33,775 was paid.

The Ministry sold a vehicle to the executive director's husband during the year-ended December 31, 2023. The vehicle was sold for \$1,500.





#### **Bid Opening Non-Substantive Evaluation**

| Name/Number of IFB: | 3160007102 |  |
|---------------------|------------|--|
| ^                   |            |  |

Name of Vendor: Sober Living Residential, LLC

Date/Time Received: 01|15|2025 @ 2:45 pm.

Date/Time of Bid Opening: January 22,2025 @ 2 p.m.

Pass or Fail: \_\_

| Requirement  | Yes/No | Comments   |
|--|--------|--|
| Was the bid received by the deadline?  | yes    |  |
| Are there two original bids and one copy of the bid?   | NO     | one onginal, one copy                            |
| Is the bid cover sheet (Attachment A) included and filled out completely?  | Yes    |  |
| Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?                                | No     | missing Acknowledg-<br>ment of Amendments<br>(2) |
| Are there at least three (3)<br>legible references included on<br>Attachment E?  | Yes    |  |
| Is the Certifications and<br>Assurances (Attachment C)<br>included and completed with<br>a wet signature?                            | yes .  |  |
| Are all amendment acknowledgments included and completed?  | No     | Missing both<br>Acknowledgments                  |
| Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid? | No     | Selected both answers and did not sign           |
| Has bidder been in business and providing services similar in requirements and scale for a minimum of one (1) year?                  | Yes    |  |
| Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?                                      | Yes    |  |
| s bidder responsive paragraph 4.1.2.1 of IFB)?   | No     |  |
| Is bidder responsible (paragraph 4.2 of IFB)?  | yes*   | Pending reference                                |

#### **References Score Sheet**

### IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

| Soher Living Residental, LLC   |        |           |
|--|--------|-----------|
| Reference Name: Dety of Meridian   |        | selt n    |
| Person Contacted, Title/Position:  Jimmye Smith / Mayor / Cray Hit -  Date/Time Contacted:  1/28/25 @ 10:03 19 m  Person Contacted:  Meterred  Me to contact T | Com m. | unity Der |
| Service From/To Dates:   |        |           |
| Was Contractor able to provide Transitional Housing Services?  | Yes    | No        |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.   | Yes    | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes    | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes    | No        |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here)                                  | Yes    | No        |
| Would you enter into a contract with them again?   | Yes    | No        |
| Would you recommend them?  | Yes    | No        |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

**Company Name:** 

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     |    |

| A "yes" to the above question may result in an automatic disqualification of the provided reference therefore, resulting in a score of zero as responses to previous questions become null and voice. |                                |                 |
|---|--------------------------------|-----------------|
| Notes:  |                                |                 |
| Called by: Princes R. Hayes Signature   | Project Thonogement Toom Lodn_ | [/23/25<br>Date |

#### **References Score Sheet**

## IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

| Sober Living Residental, LLC  |          |           |
|---|----------|-----------|
| Reference Name: New Leas Resovery Center (Alliance Health Center)   |          |           |
| Person Contacted, Title/Position: Jeverny Relle /   |          | Left men  |
| Date/Time Contacted:  |          |           |
| Service From/To Dates: 8/2018 - Present   |          |           |
| Was Contractor able to provide Transitional Housing Services?   | Yes      | No        |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.  | Yes      | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes      | No        |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes      | No        |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here   | Yes      | No        |
| Would you enter into a contract with them again?  | Yes      | No        |
| Would you recommend them?   | Yes      | No        |
| Contractor must have a minimum of 6 "yes" answers on the questions above frotal of 12 "yes" answers) to be considered responsible and for its bid to be considered. Pass/Fail | om two i | eferences |
| Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain.   | Yes      | No        |
| \   |          |           |

| A "yes" to the above question may result in an automatic disqualification of the provided reference, resulting in a score of zero as responses to previous questions become null and voice. |                                 |         |
|---|---------------------------------|---------|
| Notes:  |                                 | ,       |
|   |                                 |         |
| Called by: Princes R. Honges  | Project Management Trom Lecolar | 1/23/25 |

#### **References Score Sheet**

### IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

| Soper Living Residential, LLC                                     |                                  |
|---|----------------------------------|
| Reference Name:<br>Weems Community mental Health Center Life Care |                                  |
| Person Contacted, Title/Position: / MS. Dec Huffman & 10:08 Am    |                                  |
| Date/Time Contacted: 1/23/25 @ 9 55 Am                            | Cell Phone<br>mail box<br>— Full |
| Service From/To Dates:  | 601-621-62                       |

| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
|---|-----|----|
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                    | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

Contractor must have a minimum of 6 "yes" answers on the questions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

| Do you have any business, professional or personal interest in the | Yes | No |
|--|-----|----|
| Contractor's organization? If yes, please explain.                 |     |    |

| Notes:<br>Spoke to ms. Dec Huffman   |                                  |                 |  |
|--------------------------------------|----------------------------------|-----------------|--|
| Called by: Punces R. Hayes Signature | Printicet ment Team Leader Title | 1/23/25<br>Date |  |

A "yes" to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

#### **References Score Sheet**

## IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

| Sober Living   |        |          |
|--|--------|----------|
| Reference Name:<br>New Leaf Recovery Conter (Alliance Health Center)   |        |          |
| Person Contacted, Title/Position:  |        |          |
| Date/Time Contacted:  1/23/25 € 1:10 fm  | Ligh M | essege   |
| Service From/To Dates:   |        |          |
| Was Contractor able to provide Transitional Housing Services?  | Yes    | No       |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.   | Yes    | No       |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes    | No       |
| Was Contractor easy to work with in scheduling Transitional Housing Services?  | Yes    | No       |
| Did Contractor listen when you had an issue and did they readily offer a solution?  (If never had an issue, please check here)   | Yes    | No       |
| Would you enter into a contract with them again?   | Yes    | No       |
| Would you recommend them?  | Yes    | No       |
| Contractor must have a minimum of 6 "yes" answers on the questions above fitotal of 12 "yes" answers) to be considered responsible and for its bid to be considered. Pass/Fail |        | eference |
| Do you have any business, professional or personal interest in the Contractor's organization? If yes, please explain.  | Yes    | No       |

| A "yes" to the above question may result in an automatic disqualification of the provided references therefore, resulting in a score of zero as responses to previous questions become null and void. |                                 |                   |  |  |
|---|---------------------------------|-------------------|--|--|
| Notes:  |                                 |                   |  |  |
| Colled by:  |                                 |                   |  |  |
| Called by: Signature  | Project Wongement Jean<br>Title | n Leader [123/25] |  |  |

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

### Signature and Submission of Amendment 1 are required with your IFB.

| Receipt for Amendment #1 Acknowledged: (signature) | gnature) 1 1 |
|--|--------------|
| Taffirah Conorly,                                  | 1/20/2025    |
| Name (Print)                                       | Date /       |
| ScherLiving  | ONNer        |
| Company  | Title        |

## Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| •   |
|---|
| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows:   |
| Anticipated Bid Package Submission Deadline   |
| Anticipated Bid Opening Date  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Receipt for Amendment #2 Acknowledged: (signature)  Name (Print): Date: |

#### **BID FORM**

| Company                      | Contact Person | Télephone Number |
|------------------------------|----------------|------------------|
| Sober Residential Living LLC | Viola Greene   | 601-527-9119     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- All required profit;
- All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number |   | 1   | Date |
|------------------|---|-----|------|
| 36000193         | l | 100 | 2025 |
| 316000 70cc      | 1 | 21  | 2085 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

| Company Name: |                              |
|---------------|------------------------------|
| ×             | Sober Residential Living LLC |

| Printed Name of Representative: | Viola Greene | :6 |
|---------------------------------|--------------|----|
| Date: December 30, 2024         |              |    |
| Signature: Lista                | Freen        |    |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

## Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

Signature and Submission of Amendment 1 are required with your IFB.

| Receipt for Amendme | nt#1 Acknowledged: (s | ignature) |      | 1    |  |
|---------------------|-----------------------|-----------|------|------|--|
| Tallrah             | Condly                | - Permit  | 20   | 2025 |  |
| Name (Print)        | VI VI                 | Date      | 1    |      |  |
| Sobel Li            | )inc                  | _0/       | VNer |      |  |
| Company             | 0                     | Title     |      |      |  |

## Transitional Housing Services Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

## ATTACHMENT D BIDDERS' ACKNOWLEDGMENT OF BID AS PUBLIC RECORD

The redacted version of the bid – or if no redacted version is produced, the full bid document – will be released at the Agency's sole discretion, without notice to the bidder and will be produced as a public record exactly as submitted.

Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder has not made redactions in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that The Mississippi Department of Corrections may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the Mississippi Department of Corrections at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

| deemed non-responsive.  |
|---|
| Company Name: Sober Living Desidential, LLC                                   |
| Printed Name of Representative: Teanan Conedy                                 |
| Date: 12 30 2024  |
| Signature:  |
| Note: Failure to sign this acknowledgement or making any modification to this |

Note: Failure to sign this acknowledgement or making any modification to this acknowledgment may result in the bid being rejected as non-responsive.

#### BID COVER SHEET

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

#### PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services

IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025

Mississippi MDOC of Corrections Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3<sup>rd</sup> Floor

Jackson, Mississippi 39201

SEALED BID - DO NOT OPEN

| Name of Compar  | Sober Living Residential, LLC |
|-----------------|-------------------------------|
| Quoted By:      | earrah Conerly                |
| Signature:      | Teams Concrety                |
| Address: 240    | 01 State Blvd                 |
| City/State/Zip: | Meridian MS 39307             |
| Telephone:      | 601-527-9119                  |
| Fax Number:     | 601–453-2900                  |
| E-Mail Address: | opacj1@aol.com                |

It shall be the sole responsibility of the requesting vendor to ensure the request is **received** in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

#### 4.7 Contractor Certification

The Contractor agrees that submission of a signed bid form is certification that the Contractor will accept an award made to it as a result of the submission.

#### 4.8 Contract Execution

By executing a Contract that results from this IFB, the Contractor expressly agrees to the imposition of liquidated damages. The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the requirements set forth in this IFB. If the Contractor fails to meet any item, service, deliverable or other duty of this IFB, the MDOC will impose Liquidated Damages of (\$250.00) for every month the Contractor is not in compliance. The MDOC's Probation and Parole Agent may inspect the facility at any time and will provide written notice to the Contractor's Representative of all liquidated damages accessed, accompanied by details sufficient for justification of assessment. The MDOC shall deduct the liquidated damages from the next monthly invoice following the imposed damages. Documentation of the amount of damages imposed shall be included with the invoice.

When issues of non-compliance are identified in the inspection, the Contractor shall be required to submit a written Corrective Action Plan (CAP) that will include a deadline for completion/resolution of the identified issues to the Probation and Parole Agent or designee within thirty calendar days, depending on the seriousness of the non-compliance issue. If necessary, a follow-up visit will be scheduled by the Probation and Parole Agent or designee, at which time full Contract compliance must be met. Failure to correct deficiencies may result in a determination of Breach of Contract and termination of services.

#### 4.9 Attachmenis

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

Viola Greene, 601-527-9119

In addition to providing the above contact information, please answer the following

| In addition to providing the above contact information, please answer the following questions regarding your company:   |      |  |  |  |  |
|---|------|--|--|--|--|
| What year was your company started?   |      |  |  |  |  |
|   |      |  |  |  |  |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC? _N/A  |      |  |  |  |  |
|   |      |  |  |  |  |
| Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.  No                               |      |  |  |  |  |
|   |      |  |  |  |  |
| Is your company licensed and/or certified to provide the services as required by any and all applicable Federal and Statelaw(s)? Yes  |      |  |  |  |  |
| List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. MASTER Of Science in Dursing.  American Academy of Durse Practitioners WP-C#FOB.  Certified Addiction Counselow - MAAP | 1231 |  |  |  |  |
| For how many customers has your company provided Transitional Housing Services in the past two years?   |      |  |  |  |  |

| m Doc  |                        |              |            |
|--|------------------------|--------------|------------|
| escribe any specific services which your entification, and/or education of your current that the state of the | rent staff. <u>LNS</u> | Em Anagen    | ext        |
| opertunities, and and  | post-second            | any adventil | s apportud |

#### BID COVER SHEET

Bids are to be submitted as listed below, on or before 10:00 AM CST, January 21, 2025

#### PLEASE MARK YOUR ENVELOPE:

IFB for Transitional Housing Services

IFB RFx Number 3160007102

Opening Date: 10:00 AM CST, January 21, 2025

Mississippi MDOC of Corrections Office of Procurement & Contracts

Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3rd Floor

Jackson, Mississippi 39201

SEALED BID - DO NOT OPEN

| Tranic of Compa | Sober Living Residential, LLC |  |
|-----------------|-------------------------------|--|
| Quoted By:      | Tearrah Conerly               |  |
| Signature:      | Teanaf Jonesly+               |  |
| Address: 24     | 401 State Blvd                |  |
| City/State/Zip: | Meridian MS 39307             |  |
| Telephone:      | 601-527-9119                  |  |
| Fax Number:     | 601-453-2900                  |  |
| E-Mail Address  | opacj1@aol.com                |  |

It shall be the sole responsibility of the requesting vendor to ensure the request is **received** in a timely manner by all required parties. Failure to request reconsideration in compliance with this Section in a timely manner results in the waiver of any claim regarding the terms of the solicitation.

The request shall contain the requesting Vendor's name, a single contact person, all contact information for the contact person, the RFx number of the solicitation, and the date the IFB was issued. The request shall identify which of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations the requesting vendor believes to have been violated by the solicitation, as written. The request may not be based on anything other than the solicitation document and these rules and regulations. The vendor shall not include exhibits with the request. Instead, the requesting Vendor shall clearly identify the section(s) of the solicitation document at issue in its request. The request shall not be supplemented.

#### 4.7 Contractor Certification

The Contractor agrees that submission of a signed bid form is certification that the Contractor will accept an award made to it as a result of the submission.

#### 4.8 Contract Execution

By executing a Contract that results from this IFB, the Contractor expressly agrees to the imposition of liquidated damages. The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the requirements set forth in this IFB. If the Contractor fails to meet any item, service, deliverable or other duty of this IFB, the MDOC will impose Liquidated Damages of (\$250.00) for every month the Contractor is not in compliance. The MDOC's Probation and Parole Agent may inspect the facility at any time and will provide written notice to the Contractor's Representative of all liquidated damages accessed, accompanied by details sufficient for justification of assessment. The MDOC shall deduct the liquidated damages from the next monthly invoice following the imposed damages. Documentation of the amount of damages imposed shall be included with the invoice.

When issues of non-compliance are identified in the inspection, the Contractor shall be required to submit a written Corrective Action Plan (CAP) that will include a deadline for completion/resolution of the identified issues to the Probation and Parole Agent or designee within thirty calendar days, depending on the seriousness of the non-compliance issue. If necessary, a follow-up visit will be scheduled by the Probation and Parole Agent or designee, at which time full Contract compliance must be met. Failure to correct deficiencies may result in a determination of Breach of Contract and termination of services.

#### 4.9 Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

#### 4.1.2.2 Nonconforming Terms and Conditions

A bid that includes terms and conditions which do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive. MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions prior to a determination of non-responsiveness.

#### 4.2 Minimum Bidder Qualifications to be Deemed Responsible

A bidder must meet each of the following minimum qualifications to be deemed responsible:

- 421 Bidder must have been in business and providing services similar in requirements and scale to those described in this IFB for a minimum of one (1) year.
- Bidder must receive a minimum average of six points on two Reference Score Sheets for a total minimum scoring requirement of 12 points discussed in Section 3.1.3.
- 423 Bidder must qualified to do business in Mississippi by registering with the Secretary of State. Any Bidder who is not registered to do business in the state on the bid submission deadline must agree to complete any necessary registration within five business days of the Notice of Intent to Award if the Bidder is named the intended awardee.

#### 4.3 Basis for Award:

- All bids will be reviewed first to determine whether a Contractor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the MDOC Chief Procurement Officer may allow the Contractor to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Contractors.
- The MDOC has the right to waive minor defect; or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Contractor with the bid for the MDOC to proper by evaluate the bid, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that theinformation requested does not change the price, quality, quantity, delivery, or perform ancetime of the services being procured.
- All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and

#### Section 3. Bid Submission and Bid Opening

#### 3.1 Bid Submission Format

All bids must be submitted in writing and include all documentation requested in the Invitation for Bids. Bids submitted without such documentation may not be considered. Only information in the attached Bid Form and accompanying required documentation will be considered when evaluating bids.

The bid package must contain the following:

- 3.1.1 Bid Cover Sheet (Attachment A).
- 3.1.2 Bid Form (Attachment B). All pricing must be submitted on the bid form. The Bid Form must be signed by a person with authority to execute contracts for the Bidder. The signature must be manual in ink.
- 3.1.3 References (Attachment E). Each Bidder must furnish a listing of at least three for whom they have provided services similar to those solicited in this IFB in the prior five years. Each reference must include, at minimum, a contact person with an email address and/or telephone number. It is the responsibility of the Bidder to ensure that the reference contact information is legible, correct, and current. MDOC must be able to reach two references within two business days of the bid opening. If two references cannot be reached within two business days, MDOC may deem the Bidder non-responsive. To be considered a responsible bidder, the Bidder must score a minimum average of six points on two Reference Score Sheets (Attachment F) for a total minimum scoring requirement of 12 points. The references submitted must be familiar with the Bidder's abilities in the areas involved with this solicitation. Bidders may submit as many references as desired. MDOC will contact the references in the order presented.
- 3.1.4 The Certifications and Assurances (Attachment C) shall be signed by a person with authority to execute contracts for the Bidder and submitted with the bid. The signature must be manual in ink.
- 3.1.5 The Bidder must include a signed Acknowledgement of each Amendment issued to this IFB with the bid. See Section 1.6.
- 3.1.6 In addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black. Bidder must submit a completed and signed Acknowledgement (Attachment D) that the redacted version is a public record which MDOC may produce to any person at any time without notice to Bidder, or if a redacted version

#### 3.3 Expenses Incurred In the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

#### 3.4 Independent Price Determination

By submitting a bid, the Bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.

#### 3.5 Withdrawal of a Bid

A bidder may withdraw a bid before the time set for opening bids by making a written request to MDOC. No explanation is required.

#### 3.6 Bid Opening

The bid opening will be held:

Mississippi Department of Corrections, 1/21/25, at 10:00 am CST Robert Clark Building 301 North Lamar Street Jackson, Mississippi 39201

The bid opening will be open to the public and will involve opening, reading, and listing the bid price for each bid. No discussions will be entered into with any Bidder, and no award will be made, either stated or implied, at the bid opening.

#### 3.7 Debarment

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

#### 3.8 Registration with Mississippi Secretary of State

By submitting a bid, the Contractor certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the MDOC that it has been selected for contract award.

#### 3.9 Minor Informalities

MDOC reserves the right to waive or allow Bidders to correct any minor informalities in the submitted bid package, to the extent such waiver or correction does not prejudice other bidders; meaning the waiver or correction's effect on price, quantity, quality, delivery, or contractional conditions is negligible. MDOC, at its sole discretion, may waive such informalities or allow bidders to correct them.

#### 3.10 No Contract or Property Rights

Consistent with existing State law, no Bidder shall infer or be construed to have any rights or interest to a contract issued under this IFB until final approval is received from all necessary entities and until both the Bidder and MDOC have executed a valid contract. No property rights inure to any Bidders except for compensation for work performed under a valid, executed contract.

#### 3.11 Required Contract Terms and Conditions

Any contract entered into with the MDOC pursuant to this IFB shall have the required clauses found in Attachment G and those required by the Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations as updated and replaced by PPRB. The MDOC discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State/MDOC accepting other terms and conditions not found in the IFB, or which take exception to the State/MDOC's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

#### 3.12 Optional Contract Terms and Conditions

Any contract entered into with the MDOC pursuant this IFB may have, at the discretion of the MDOC, the optional clauses found in Attachment H and those within the Public Procurement Review Board (PPRB), Office of Personal Service Contract Review (OPSCR) Rules and Regulations as updated and replaced by PPRB. The MDOC discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State/MDOC accepting other terms and conditions not found in the IFB, or which take exception to the State/MDOC's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

#### 3.13 Bid Samples

Bid samples or descriptive literature should not be submitted unless expressly requested and will not alter the terms of this IFB. Samples shall not be returned to the bidder and are submitted at bidder's sole and exclusive risk.

#### Section 4. Bid Evaluation and Award

#### 4.1 Bid Evaluation and Basis for Award

- 41.1 MDOC will evaluate bids based on the requirements set forth in this IFB. No criteria will be used in an evaluation that is not outlined in this Invitation for Bids.
- 4.12 Only Bidders who are found responsive and responsible will have their bids considered.

#### 4.1.2.1 Responsive Bidder

Bidder must submit its bid, including the Bid Form and all required Attachments and other documents, in a manner that conforms in all material respects to this Invitation for Bids as determined by MDOC.

#### 4.1.2.2 Nonconforming Terms and Conditions

A bid that includes terms and conditions which do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive. MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions prior to a determination of non-responsiveness.

#### 4.2 Minimum Bidder Qualifications to be Deemed Responsible

A bidder must meet each of the following minimum qualifications to be deemed responsible:

- 42.1 Bidder must have been in business and providing services similar in requirements and scale to those described in this IFB for a minimum of one (1) year.
- 422 Bidder must receive a minimum average of six points on two Reference Score Sheets for a total minimum scoring requirement of 12 points discussed in Section 3.1.3.
- 423 Bidder must qualified to do business in Mississippi by registering with the Secretary of State. Any Bidder who is not registered to do business in the state on the bid submission deadline must agree to complete any necessary registration within five business days of the Notice of Intent to Award if the Bidder is named the intended awardee.

#### 4.3 Basis for Award:

- All bids will be reviewed first to determine whether a Contractor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score, but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the MDOC Chief Procurement Officer may allow the Contractor to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other Contractors.
- 432 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Contractor with the bid for the MDOC to properly evaluate the bid, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and

- Contractor shall provide emergency power in place.
- Adequate heat, air conditioning, light and ventilation shall be provided in all rooms including hallways, bathroom, bedrooms, dining rooms and activity rooms.
- Adequate space to accommodate living and program activities such as furniture and household supplies, indoor recreation activities, visiting, etc.
- Contractor shall furnish the facility with the appropriate furniture for the number of participants at the facility.
- A fully equipped kitchen and dining area in which food may be prepared, served, and consumed.
- A sleeping area which includes a bed, pillow and mattress, bed linens, towels, appropriate drawer space and clothing storage area for each participant.
- An adequate amount of fully functioning and operable toilets, sinks, and bathing facilities for program participants.
- A procedure for pest control program for prevention of vermin, insects, and other pests that is serviced at least every four months.
- Laundry equipment (washer, dryer, and detergent vending) for participants use. Alternatively, access and transportation to laundromat at least once per week every other week.
- The facility size shall meet the needs of the program and comfortably accommodate the number of individuals it serves.
- The facility shall be kept clean and in good repair.
- Extension cords shall not be used as a substitute for fixed wiring.
- Contractor shall, at its own expense at a minimum of once per month inspect the property to maint ain the physical structure of the facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary foutine maint chance, and shall in so doing maint ain, preserve, and keep the facility in good repair, working order and condition, subject to normal wear and tear, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals.
- Contractor shall meet all standards applicable to sanitation and shall operate the facility in accordance with the Proposer and Mississippi Department of Health requirements.
- The Contractor shall provide, to the maximum textent possible, a facility that is located in dose proximity to public temsportation, community resources and employment opportunities and provide a list of community teatment facilities, such as ment al health, alcoholand drug treatment centers, and other supportive resources available to participants
- If necessary, Contractor must ensure that participants are provided tansportation to and from court and other pobation related activities.

- · Contractor shall provide emergency power in place.
- Adequate heat, air conditioning, light and ventilation shall be provided in all rooms including hallways, bathroom, bedrooms, dining rooms and activity rooms.
- Adequate space to accommodate living and program activities such as furniture and household supplies, indoor recreation activities, visiting, etc.
- Contractor shall furnish the facility with the appropriate furniture for the number of participants at the facility.
- A fully equipped kitchen and dining area in which food may be prepared, served, and consumed.
- A sleeping area which includes a bed, pillow and mattress, bed linens, towels, appropriate drawer space and clothing storage area for each participant.
- An adequate amount of fully functioning and operable toilets, sinks, and bathing facilities for program participants.
- A procedure for pest control program for prevention of vermin, insects, and other pests that is serviced at least every four months.
- Laundry equipment (washer, dryer, and detergent vending) for participants use. Alternatively, access and transportation to laundromat at least once per week every other week.
- The facility size shall meet the needs of the program and comfortably accommodate the number of individuals it serves.
- The facility shall be kept clean and in good repair.
- Extension cords shall not be used as a substitute for fixed wiring.
- Contractor shall, at its own expense at a minimum of once per month inspect the property to maintain the physical structure of the facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance, and shall in so doing maintain, preserve, and keep the facility in good repair, working order and condition, subject to normal wear and tear, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals.
- Contractor shall meet all standards applicable to sanitation and shall operate the facility in accordance with the Proposer and Mississippi Department of Health requirements.
- The Contractor shall provide, to the maximum extent possible, a facility that is located in close proximity to public transportation, community resources and employment opportunities and provide a list of community treatment facilities, such as mental health, alcohol and drug treatment centers, and other supportive resources available to participants
- If necessary, Contractor must ensure that participants are provided transportation to and from court and other probation related activities.

- Must pass regular Health, Fire, Safety and any building code inspections by Authorized State Fire Marshall and certified inspectors. Rooms shall include smoke, carbon monoxide detectors, and fire extinguishers as required.
- Must pass and comply with all local and state building codes.

#### 2.3.20 Conduct and Safety Requirements

The Contractor shall ensure all staff adheres to the following requirements at all times while performing services under the Contract resulting from this IFB:

- The Contractor's staff shall not display favoritism to, or preferential treatment of, one participant or group of participants over another.
- The Contractor's staff shall not deal with any participant except in a relationship that supports services under this contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from a participant or a participant's family or close associate, no matter how trivial the gift or service may seem. In addition, no staff member shall give any gifts, favors or services to program participants, their family or close associates.
- The Contractor's staff shall not enter into any business relationship with participants or their families (example selling, buying or trading personal property), or personally employ them in any capacity.
- Contractor's staff shall not have outside contact (other than incidental
  contact) with a participant being served or their family or close
  associates, except for those activities that are to be rendered under the
  Contract.
- The Contractor's staff shall not engage in any conduct which is criminal
  in nature, or which would bring discredit upon the Contractor or the
  State.
- Pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct with participants.
- No person who has been barred from any MDOC, institution or facility shall provide services under this Contract.
- The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's business that are independent of the contracted services.
- The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the MDOC.
- The Contractor shall ensure that background checks are conducted prior to any new or existing staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual work under the contract who has not had a

- background check conducted.
- Participant's behavior that requires addressing are to be reported to the assigned MDOC Probation and Parole Agent.

#### 2.3.21 Quality Assurance:

- Provide monthly reports via email to the MDOC Probation and Parole Agent assigned by the fifth of each month and shall include:
  - Classes/courses or programs attended or enrolled.
  - Employment status with the number of hours worked daily/weekly.
  - Certification of completions received.
  - Summary of performance since entrance into Transitional Housing.
  - Provide detailed monthly invoicing including payment, cumulative data depicting the arrival and departure date of each individual.

#### 2.3.21.1 Site Visits:

- After contract award, MDOC reserves the right to have its Probation and Parole Agents/employees conduct random visits to Contractor's site:
  - To determine if drug and alcohol activity is taking place on the premises, this includes any parties or special occasions where drugs and alcohol may be present, used and/or served.
  - To determine if weapons are accessible to participants on the premises.
  - To determine if the facility has substandard living conditions.
  - To briefly survey participants regarding supportive service activities they are/or have participated in, to determine employment status, transportation needs, etc.
  - To determine the transitional housing operation meets included requirements.
  - MDOC Probation and Parole Agents will utilize a checklist to monitor participant's activities and Contractor's compliance with the terms and conditions of the awarded contract.

#### 2.3.21.2 The Contractor shall:

- Abide by all portions of the IFB.
- Assign an Account Representative to work directly with the MDOC Probation and Parole Agent assigned.
- Ensure all personnel are well-groomed and have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean.
- Abide by all State ordinances and/or laws pertaining to transitional housing services at all times, including, but not limited to, the items

- listed above. Deviations from these ordinances and/or laws by Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- Perform all services provided in the 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, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete 5, of all services; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality services are to be provided.
- The Contractor's employees should refrain from using foul, abusive, or profane language.
- The Contracting MDOC reserves the right to inspect and search all Contractor personnel, property and/or vehicles anytime while on facility grounds.

#### 2.3.21.3 Contractor shall also:

- 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 for their business and employees;
- Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- Be required to complete any desired background checks on employees at the discretion of the MDOC Probation and Parole Agents and or personnel.
- Replace immediately, at no additional expense to the MDOC, any employee not performing satisfactorily.

#### 2.3.21.4 Minimum Contractor Onalifications:

The Contractor must have:

- Prior Experience: Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of one year.
- Required Certification, Accreditation, and/or Licenses: Contractor shall provide notarized copies of all valid licenses and certificates required for performance of services. The notarized copies shall be delivered to the MDOC no later than ten days after the Contractor receives the Notice of Intent to Award from the MDOC. Current notarized copies of

licenses and certificates shall be provided to the MDOC within twenty-four hours of demand at any time during the contract term. Contractor must possess and maintain the minimum Contractor certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:

- 1. A business license valid in Mississippi.
- 2. Passing Mississippi MDOC of Health Certificate.
- 3. Passing building code safety inspection Certificate.
- 4. Passing State Fire Marshall inspection Certificate.
- 5. Statement from certified Pest Control Service inspection and service in place.
- Financial Stability or Solvency: Contractor must be financially stable or solvent, if required. Each Contractor shall submit copies of the most recent years independently audited financial statements as well as financial statements for the preceding three years, if they exist.
- The Contractor may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Contractor may also be required to give a past history and references in order to satisfy the MDOC in regard to the Contractor's qualifications. The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the MDOC all information for this purpose that may be requested. The MDOC reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the MDOC that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Contractor's qualifications shall include:
  - I. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
  - 2 the ability of the Contractor to perform the work or provide the service promptly or within the time specified, without delay or interference;
  - 3. the character, integrity, reputation, judgment, experience, and efficiency of the Contractor; and.
  - 4. the quality of performance of previous contracts or services.

#### 2.4 Darration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about March 31, 2025 and to end on March 30, 2028. A period of three years.

#### 241 Renewal of Contract:

Upon written agreement of both parties at least ninety days in advance prior to the contract anniversary date, the contract may be renewed by the MDOC for a period of two successive one-

year period under the same prices, terms and conditions as in the original contract. The total number or renewal years permitted shall not exceed two.

### 2.5 Requirements

Each successful Contractor shall, at its own expense, obtain and maintain insurance which shall include the following types and coverage limits:

- 25.1 Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
- 252 Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
- 253 Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
- 25.4 Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
  - Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00per occurrence limit for multiple claimants.
  - Property Damage: \$1,000,000.00 per occurrence limit for any single claimant;
     and \$2,000,000.00 per occurrence limit for multiple claimants.
- 255 Motor Vehicle Liability In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - Motor Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.
- 256 The Contractor is responsible for ensuring it has any other insurance deemed appropriate and that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- 25.7 In no event shall the requirement for an insurance be waived.
- 258 All insurances policies will list the State of Mississippi as an additional insured.
- 259 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 25.10 Contractor shall submit to MDOC within 30 days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within 30 day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- 25.11 Contractor shall obtain at Contractor's expense the insurance requirements specified in the procurement and contract prior to performing under this Contract, and

- Contractor shall maintain the required insurance coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- 2512 Contractor shall not commence work under this contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the MDOC. After work commences, the Contractor will keep in force all required insurance until the contract is terminated or expires.
- 25B Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 25.14 Contractor shall instruct the insurers to provide the MDOC 60 days advance notice of any insurance cancellation.
- 25.15 Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- 2516 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by MDOC.

### 2.6 Contractor Investigations

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the MDOC upon which the Contractor will rely. If the Contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

### Name and phone number of Company Representative to be contacted by the MDOC seeking to contract for services pursuant to this IFB:

Viola Greene, 601-527-9119

| In addition to providing the above contact information, please answer the following questions regarding your company:   |        |
|---|--------|
| What year was your company started?   | _      |
| How many years has the company been in business of performing the services called for in this IFB?  7 years   |        |
| Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 2401 State Blvd Meridian, MS 39307   | I<br>- |
| If your company is not physically located within the vicinity, how will you supply required services to MDOC? _N/A  | 3      |
| Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.  No                         |        |
| ls your company licensed and/or certified to provide the services as required by any and all applicable Federal and Statelaw(s)?  |        |
| List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. MASTER Of Science in Nursing, American Academy of Nurse Proctifioners IP-C: Certified Addiction Counselow - MAAP |        |
| For how many customers has your company provided Transitional Housing Services in the past two years?   |        |

| M DOC  |                |             |               |        |
|--|----------------|-------------|---------------|--------|
| Describe any specific services which pertification, and/or education of your tensions of the single pertinal through the single pertinal throu | current staff. | CASEMA      | nogener,      |        |
| opertunities, GED M  | and post-      | secondary a | fuest for app | es has |

### ATTACHMENT B

### **BID FORM**

| Company                      | Contact Person | Telephone Number |
|------------------------------|----------------|------------------|
| Sober Residential Living LLC | Viola Greene   | 601-527-9119     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date |
|------------------|------|
|                  |      |
|                  |      |
|                  |      |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

| Company N | more: |                      |     |
|-----------|-------|----------------------|-----|
|           |       | r Residential Living | ELC |
|           |       |                      |     |

| Printed Name of Representative: | Viola Greene | 0 |
|---------------------------------|--------------|---|
| Date: December 30, 2024         |              |   |
| Signature:                      | Lieen)       |   |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

#### ATTACHMENT C

### CERTIFICATIONS AND ASSURANCES

Sober Residential Living, LLC

As an authorized signatory for Sobel Residential Living, ELC , I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

### 1. REPRESENTATION REGARDING CONTINGENT FEES

Bidder represents that it has not retained a person to solicit or secure a State contract or purchase upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Bidder's bid.

### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections 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. Bidder further represents that no employee or former employee of Mississippi Department of Corrections 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 bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

Bidder certifies that it has not been and is not currently debarred, suspended, or otherwise ineligible for a contract award from the United States government, any State government, any County or City government, or any other public entity. This certification is a material representation of fact relied upon by the Mississippi Department of Corrections. If it is later determined that the Contractor did not comply with 2 C.F.R. part 180, subpart C, and 2 C.F.R. part 3000, subpart C, in addition to remedies available to MDOC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

### 4. INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to

those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

- The Bidder and/or authorized representative of the Bidder further certifies that he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto.
- 6. The Bidder and/or authorized representative of the Bidder further certifies that the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and attachments thereto.
- The Bidder and/or authorized representative of the Bidder further certifies the company agrees
  to all provisions of the Invitation for Bids and Attachments thereto.
- 8. The Bidder and/or authorized representative of the Bidder further certifies that the company will provide the services required at the prices quoted above.
- The Bidder and/or authorized representative of the Bidder further certifies that its workers are licensed, certified and possess the requisite credentials to provide the requested service.

| Name:   | Tearrah Conerly     |  |
|---------|---------------------|--|
| Title:  | Owner               |  |
| Signatu | ore: Tecerol Conely |  |
|         | December 30, 2024   |  |

Modifications or additions to any portion of this document may be cause for rejection of the bid.

### ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

### REFERENCE 1

| Name of Company:                                 |
|--|
| New Leaf Recovery Center (Alliance Health Center |
| Dates of Service:                                |
| 01/2019 to Present                               |
| ,  |
| Contact Person:                                  |
| DIAGE Johnson                                    |
| Address:   |
| 5000 Hwy 39                                      |
|  |
| City/State/Zip:                                  |
| MERIDIAN, MS 39301                               |
| Telephone Number:                                |
| (001-616-4605 cell                               |
| Cell Number:                                     |
| 601-483-6211 telephone                           |
| E-mail:  |
| djxn 9730 @ amail.com                            |
| 3  |
| Alternative Contact Person (optional):           |
| Telephone Number:                                |
|  |
| Cell Number:                                     |
|  |

### ATTACHMENT E REFERENCES

Contractor may submit as many references as desired by submitting as many additional copies of Appendix C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, Contractors are encouraged to submit additional references to ensure that at least two references are available for interview. MDOC staff must be able to contact two references within two (2) business days of bid opening to be considered responsive.

### REFERENCE 1 Name of Company: New Leaf Recovery Center (Alliance Health Center Dates of Service: 01/2019 to Present Contact Person: Address: MERIDIAN, M5 39301 (001-616-4605 cell Cell Number: 601-483-6211 telephone -mail: djxn 9730 @ gmail.com Alternative Contact Person (optional): Telephone Number: Cell Number:

| E-mail:  |
|--|
| REFERENCE 2  |
| Name of Company: 11) PEMS Community Wental Health Center                         |
| Dates of Service: 1/2019 - Present   |
| Contact Person:  |
| Tonia Kilpatrick   |
| Contact Person:  10014 Kilpstrick  Address:  1415 College Drive  City/State/Zip: |
| City/State/Time  |
| MERIDIAN MS 39301  |
| MERILIAN, MS 3930/<br>Telephone Number:  |
| 401-493-4821   |
| Cell Number:   |
| Cen Number:  (201-621-6298  E-mail:  |
| life care recovery center, com   |
| E-mail:  /ife CARE recovery Center, Com  Alternative Contact Person (optional):  |
| Telephone Number:  |
| Cell Number:   |
| E-mail:  |
| REFERENCE 3  |
| Name of Company: 837h Ludical Drug Court   |
| Dates of Service: 8/2018 to Present  |
| Contact Person:<br>Jeremy Belk   |
| Address:   |
| 155 main start   |

| City/State/Zip:<br>Walnut Grove, m5 39189 |
|---|
| Telephone Number: 601-507-4871            |
| Cell Number:                              |
| E-mail: belk@ co.leake.ms.us              |
| Alternative Contact Person (optional):    |
| Telephone Number:                         |
| Cell Number:                              |
| E-mail:                                   |
| REFERENCE 4                               |
| Name of Company:<br>City of Menidian      |
| Dates of Service: 9/2018                  |
| Contact Person: Jimmiz 5m14h              |
| Address: 601 23rd Ave                     |
| City/State/Zip: Men! di pin, M5 3930/     |
| Telephone Number:                         |
| 601-485-1927                              |
|   |

| Cell Number:                           |    |
|--|----|
| E-mail:                                |    |
| Alternative Contact Person (optional): |    |
| Telephone Number:                      |    |
| Cell Number:                           |    |
| E-mail:                                |    |
| REFERENCE 5 Name of Company:           | S. |
| Dates of Service:                      | ž  |
| Contact Person:                        |    |
| Address:                               |    |
| City/State/Zip:                        |    |
| l'elephone Number:                     |    |
| Cell Number:                           |    |
| C-mail:                                |    |
| Alternative Contact Person (optional): |    |

| Telephone Number: |  |  |
|-------------------|--|--|
| Cel Number:       |  |  |
| E-mail:           |  |  |

### ATTACHMENT F

### References Score Sheet

### IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

| Reference Name:   |     |    |
|---|-----|----|
| Person Contacted, Title/Position:   |     |    |
| Date/Time Contacted;  |     |    |
| Service From/To Dates:  |     |    |
| Was Contractor able to provide Transitional Housing Services?   | Yes | No |
| Were you satisfied with the Transitional Housing Services provided? If no, please explain.                                    | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Was Contractor easy to work with in scheduling Transitional Housing Services?   | Yes | No |
| Did Contractor listen when you had an issue and did they readily offer a solution? (If never had an issue, please check here) | Yes | No |
| Would you enter into a contract with them again?  | Yes | No |
| Would you recommend them?   | Yes | No |

| therefore, resulting in a score of zero as responses to previous questions become null and void. |       |      |  |
|--|-------|------|--|
| Notes:   |       |      |  |
| <u> </u>   |       |      |  |
|  |       |      |  |
| Called by:   |       |      |  |
| Signature  | Title | Date |  |

A "yes" to the above question may result in an automatic disqualification of the provided reference;

### ATTACHMENT G

### REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

- Acknowledgement of Amendments: Contractors shall acknowledge receipt of any amendment
  to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and
  returning the provided signature form via email to the email address listed on the form. Each
  Contractor shall submit a written acknowledgement of every amendment to the MDOC on or
  before the submission deadline.
- 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 the Mississippi.
- Approval: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC to proceed under the 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 fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the 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.
- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, 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 Contractor, or competitor for the purpose of restricting competition.

34

- 6. Compliance with Equal Opportunity in Employment Policy: Contractors understand 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.
- Compliance with Laws: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or medified.
- 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.

- 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 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 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 the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following:

- termination of the contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- 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,
- c. 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.
- II. 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 of Personal Service Contract Review Rules and Regulations.
- 12 Insurance: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
  - b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - Bedity Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.

- Property Damage: \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- e. Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$1,000,000.00 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
- f. Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to the contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.
  - iii. Motor Vehicle Liability insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.
  - iv. Meter Vehicle Property Damage insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

The Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

### Additionally:

- In no event shall the requirement for an insurance be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi MDOC of Insurance.
- Contractor shall submit to MDOC within seven (7) days of notification of intent to award, a certificate of insurance which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within seven (7) day period may be cause for the bid to be declared non-responsive or for the contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance requirements specified in the
  procurement and contract prior to performing under the contract, and Contractor shall
  maintain the required insurance coverage throughout the duration of the contract and all
  warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under the contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice
  of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before
  the expiration date thereof, or if there is a material change, potential exhaustion of

aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.

Dr. St. R. St. Bert L. R. Kill

- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor 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 Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. Contractor's Representation Regarding Contingent Fees: By responding to the solicitation, 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 contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. 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 the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. 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 Contractor 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.
- 17. Property Rights: Property rights do not inure to any Contractor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. Renewal of Contract: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two

- (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.
- 19. <u>Representation Regarding Contingent Fees:</u> Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
- 20. Representation Regarding Gratuities: The 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 connect 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.
- 21. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unity 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 <a href="www.transparency.ms.gov">www.transparency.ms.gov</a> 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.
- 22. Stop Work Order: The MDOC may, by written order to Contractor at any time, require Contractor to stop all orany part of the work called for by this contact. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contract 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.
- 23. Termination for Default: If the MDOC gives the Contractor a notice that the personal or professional service sare 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 Contract tor 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.
- 24. <u>Termination Upon Bankruptcy:</u> The contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under the contract, but in no case shall said compensation exceed the total contract price.
- 25. <u>Trade Secrets, Commercial and Financial Information:</u> It is expressly understood that Mississippi law requires that the provisions of the contract which contain the personal or services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 26. Transparency: The contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, the contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of the executed contract is required to be posted to the Mississippi MDOC of Finance and Administration's website independent **MDO€** contract for public access http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information of any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### ATTACHMENT H

### OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

- I. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. Attorney's Fees and Expenses: Subject to other terms and conditions of the agreement, in the event Contractor defaults in any obligations under the agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing the agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the MDOC be obligated to pay any attorney's fees or costs of legal action to Contractor.
- 4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into the agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under the agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of the agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under the agreement.
- 5. Change in Scope of Work: The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.
  If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor. Contractor must

particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

### 6. Claims Based on a Procurement Officer's Actions or Omissions:

- a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
  - Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
    - prior to the commencement of the work involved, if at that time Contractor knows
      of the occurrence of such action or omission;
    - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or.
    - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. Limitation of Clause. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- 7. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

- 8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. Contractor Personnel: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
  - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
  - b. has not, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in

- paragraphs two (b) and (c) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 12. <u>Disclosure of Confidential Information</u>: In the event that either party to the agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of the agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.
- 13. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
  - is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - f. is disclosed with the disclosing party's prior written consent.
- 14. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. Failure to Enforce: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. Final Payment: Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically

- exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.
- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance</u>: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 21. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) business days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the MDOC against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

- 23. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages:</u> When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if

Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

- 25. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For the MDOC:                   | For Contractor: Sober Residential Living, LLC  |
|---------------------------------|--|
| Burl Cain, Commissioner         | [Name, Title] TEARRAH Conerly, Owner           |
| Mississippi MDOC of Corrections | [Contractor Name] Soben Residential Living & C |
| 301 North Lamar Street          | [Address] 2401 State Blud                      |
| Jackson, MS 39201               | [City, State, Zip] Mexidian, ms 39305          |

- 28. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 29. <u>Oral Statements:</u> No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.
- 30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.
- 31. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, MDOCs, agencies, agents, and employees from and against all

claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the MDOC. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

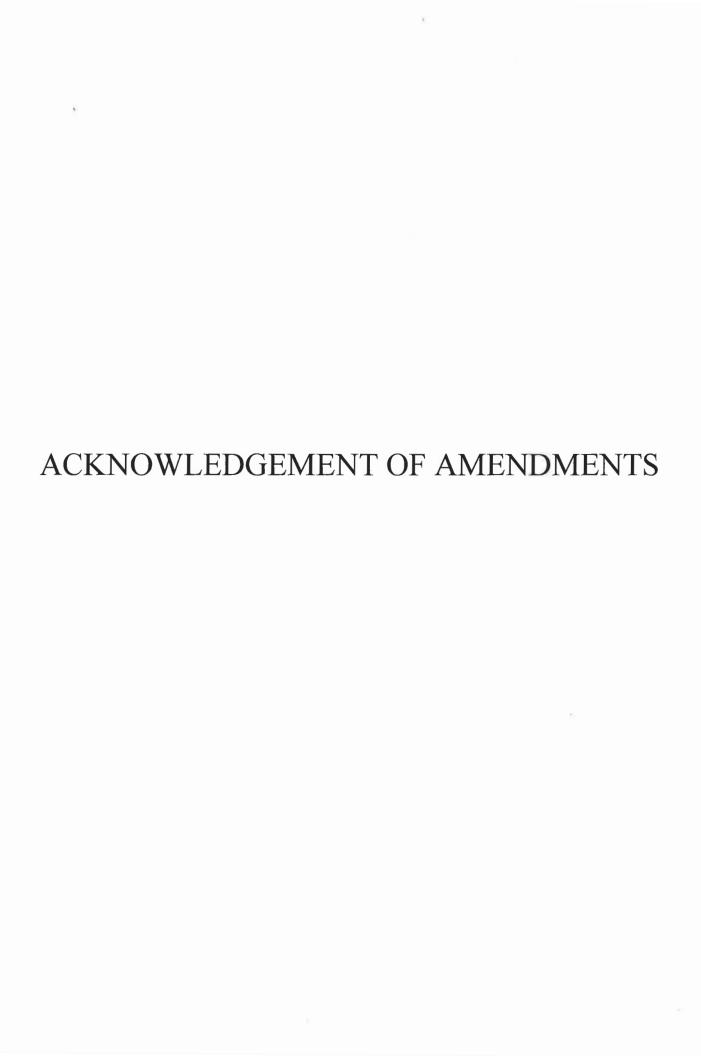
- 32. Priority: The contract consists of this agreement with exhibits, the IFB RFx 3160007102 (hereinafter referred to as "IFB" and all attached, and the bid(s) submitted (hereinafter referred to as "Bid" and attached. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 33. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 34. Record Retention and Access to Records: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three years period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three years period, whichever is later.
- 35. <u>Recovery of Money:</u> Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.
- 36. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until

### ATTACHMENT I

IFB RFx: 3160007102
IFB for Transitional Housing Services
IFB Exception(s)

Contractor taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Contractor shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Contractor's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

| Section | ocurement<br>on and Page<br>Number | Original Language | Requested Change/Exception | MDOC<br>Decision |
|---------|------------------------------------|-------------------|----------------------------|------------------|
| 1.      |                                    |                   |                            |                  |
| 2.      |                                    |                   |                            |                  |
| 3.      |                                    |                   |                            |                  |
| 4.      |                                    |                   |                            |                  |
| 5.      |                                    |                   |                            |                  |



### ATTACHMENT B

#### **BID FORM**

| Company                      | Contact Person | Telephone Number |
|------------------------------|----------------|------------------|
| Sober Residential Living LLC | Viola Greene   | 601-527-9119     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00 x 20 \*

Bid calculation = Total Beds x Rate per Bed x 365 = \$693,500.00

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| 1.1      | Amendment Number |   |    | Date                                    |
|----------|------------------|---|----|---|
| Angent   | 36000193         | l | 20 | 15052                                   |
| A (Your) | 316000702        | 1 | 21 | 2cx 5                                   |
| 42       |                  |   | 1  | , |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

| Company | Name: |
|---------|-------|
|---------|-------|

Sober Residential Living LLC

| Printed Name of Representative: | Viola Greene | 9 |
|---------------------------------|--------------|---|
| Date: December 30, 2024         |              |   |
| Signature: Liela                | Lieen        |   |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

### Signature and Submission of Amendment 1 are required with your IFB.

| Receipt for Amendment #1 Acknowledged: (sig | gnature) / 1 |
|---|--------------|
| Taffrah Conerly,                            | 1/20/2025    |
| Name (Print)                                | Date /       |
| ScherLiving                                 | ONNer        |
| Company                                     | Title        |

## Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission DeadlineJanuary 22, 2025   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |

Name (Print): Company: Title: OWNER

Title:

#### ATTACHMENT B

#### **BID FORM**

| Company                  | Contact Person | Telephone Number |
|--------------------------|----------------|------------------|
| New Way Mississippi, Inc | Larry Perry    | 601-506-4271     |
|                          | Phyllis Rhodes | 601-946-0484     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

x

\$20.00\*

Bid calculation = Total Beds x Rate per Bed x 365 = \$584,000.00

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date      |
|------------------|-----------|
| /                | 1-3-2025  |
| 2                | 1-22-2025 |

### New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

By signing below, the bidder Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate complete, and current as of the submission date.

| Company Name:                   |
|---------------------------------|
| New Way Mississippi, Inc.       |
|                                 |
| Printed Name of Representative: |
| Larry Perry                     |
|                                 |
| Date:                           |
| January 22, 2025                |
|                                 |
| Signature:                      |
| Langue Penne                    |
|                                 |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendmen           | t 1 are required with your IFB. |
|--|---------------------------------|
| Receipt for Amendment #1 Acknowledged: (signat | ure) Sahing Pensus              |
| LARRY Perry<br>Name (Print)                    | 1-17-2025<br>Date               |
| New Was MS                                     | Title                           |

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

| To morn the Prospective Bladers of the following.   |
|---|
| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
| Anticipated Bid Package Submission Deadline   |
| Anticipated Bid Opening DateJanuary 22, 2025  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Receipt for Amendment #2 Acknowledged: (signature)  |
| Name (Print): Sarty Pert & Date: 1-23-2035  |
| Company: New Way US Title: CEO  |

#### ATTACHMENT B

#### **BID FORM**

| Company                          | Contact Person | Telephone Number |
|----------------------------------|----------------|------------------|
| Luther Martin Evangelistic Asso. | Luther Martin  | 601-502-3065     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date             |
|------------------|------------------|
| One              | January 3, 2025  |
| Two              | January 17, 2025 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Luther Martin Evangelistic Association - Men of MORE

| Printed Name of Representative: Luthon E. Machin |             |  |
|--|-------------|--|
| Date:  | 1-22-2025   |  |
| Signature:                                       | Jun e of me |  |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendme          | ent 1 are required with your IFB. |
|--|-----------------------------------|
| Receipt for Amendment #1 Acknowledged: (sign | eature) Luther & Marta            |
| Name (Print)                                 | 1-21-2025                         |
| Name (Print)                                 | Date                              |
| Luthore MARKIN EVAN ASSO<br>Company          | Title President                   |

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events

RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |  |
|---|--|
| Anticipated Bid Package Submission DeadlineJanuary 22, 2025   |  |
| Anticipated Bid Opening DateJanuary 22, 2025  |  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |  |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |  |
| Signature and Submission of Amendment #2 are required with your proposal.   |  |
| Receipt for Amendment #2 Acknowledged: (signature) out of our  Name (Print): Lother E. Martin Date: 1 - 21-2025   |  |
| Company: Lutter Marshy Em Asso (IMEA) Title: President  |  |

#### ATTACHMENT B

#### **BID FORM**

| Company           | Contact Person | Telephone Number |
|-------------------|----------------|------------------|
| Maroad Ministries | Vicki Omoruy   | 601-940-5417     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)
Maximum Rate Per Bed Per Day is \$20.00
Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

 $\begin{array}{r}
 25 \\
 \hline
 & 20 \\
 \hline
 & 122500
 \end{array}$ 

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number    | Date    |
|---------------------|---------|
| # RF x 316 000 7102 | 1-22-25 |
| RFX3160007102       | 1-17-25 |

By signing be low, the Contractor Rep resentative certifies that he/she has authority to bind the company, and further acknowledges and ærtifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Crossroads M Must ries

| Printed Name of Representative: | Vicki De Money |  |
|---------------------------------|----------------|--|
| Date: \ - 22-25                 |                |  |
| Signature:                      | le money       |  |

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

| Signature and Submission of Amendment         | nt 1 are required with your IFB. |
|---|----------------------------------|
| Receipt for Amendment #1 Acknowledged: (signa | ature) Vicio De Manue            |
| Vicki DeMoney Name (Print)                    | <u>1 - 22 - 23</u><br>Date       |
| Crossroan Ministries                          | Executive Occident               |

# Transitional Housing Services Amendment #2: Revision to the Calendar of Events RFx3160007102

To inform the Prospective Bidders of the following:

| The Mississippi Department of Corrections ("MDOC"), as part of its continuing performance of its evaluation of responses to its Invitation of Bids (IFB) RFx No. 3160007102, Transitional Housing Services ("IFB"), has elected to revise the "Calendar of Events" set forth in Section 1.4 of the IFB, as follows: |
|---|
| Anticipated Bid Package Submission Deadline   |
| Anticipated Bid Opening Date  |
| Anticipated Notice of Intent to Award Date MDOCJanuary 28, 2025   |
| All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.  |
| Signature and Submission of Amendment #2 are required with your proposal.   |
| Receipt for Amendment #2 Acknowledged: (signature) Vich Olymony   |
| Name (Print): Vicki DeMoney Date: 1-22-25   |
| Company: <u>(rosmodo Outrach)</u> Title: <u>Excurtive Orbertor</u> Mundario, Orc  |



Agency: Mississippi Department of Corrections

IFB Name/Number: Transitional Housing

/3160007102

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary: Yes If yes, how many IFB amendments/modifications were issued? 2 amendments

|    | Date of Issuance | Acknowledgements Received/Obtained |
|----|------------------|------------------------------------|
| 1. | 1/3/25           | Yes, Vendors 1,2, and 3            |
| 2. | 1/17/25          | Yes, Vendors 1,2, and 3            |

Were any vendor questions received by the deadline specified in the IFB? No If yes, was a Question and Answer Document issued: N/A Acknowledgements Received: N/A

If allowed by the IFB, was a Pre-IFB Conference held by the agency? N/A If held, was attendance mandatory to submit a bid? N/A If held, was a Pre-Bid Conference Summary Issued? N/A Acknowledgements Received: N/A

|    | Vendor Name                            | Date/Time<br>Received | Comments |
|----|--|-----------------------|----------|
| ι. | Luther Martin Evangelistic Association | 1/22/25 – 11:45am     |          |
| 2. | Crossroads Outreach Ministries         | 1/21/25 - 10:22am     |          |
| 3. | New Way Mississippi, Inc.              | 1/17/25 - 11:02am     |          |

1. Compliance Phase: Used to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers or resolutions. Bids with errors that do not alter the substance of the bid can be accepted, and the procurement officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other

bidders. If any component received a FAIL (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible.

- Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing "may," "can," "should," etc., is a desirable requirement. Offeror may waive these if they wish.

|    | IFB Reference                          | Compliance Categories   |             | Pass/F      | ail (+/yes c | or -/no)    |  |
|----|--|---|-------------|-------------|--------------|-------------|--|
|    | (Section/Location)                     |   | Vendor<br>1 | Vendor<br>2 | Vendor<br>3  | Vendor<br>4 |  |
| 1. | Section 3.2.1/Pg. 21 (per Amendment 2) | Was the bid submission deadline met?  | Pass        | Pass        | Pass         |             |  |
| 2. | Section 3.1.1/Pg. 20                   | Bid cover sheet included?   | Pass        | Pass        | Pass         |             |  |
| 3. | Section 3.1.2/Pg. 20                   | Bid form included?  | Pass        | Pass        | Pass         |             |  |
| 4. | Section 3.1.3/Pg. 20                   | Was the minimum number of references provided?  | Pass        | Pass        | Pass         |             |  |
| 5, | Section 3.1.4/Pg. 20                   | Was a signed certification statement(s) provided?   | Pass        | Pass        | Pass         |             |  |
| 6. | Section 3.1.5/Pg. 20                   | Were signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference/Tour provided (if any were issued/posted)? | Pass        | Pass        | Pass         |             |  |
| 7. | Section 3.1.6/Pg. 20                   | Was Bidder's Acknowledgement of Bid as Public Record included? If redaction selected, is there a redacted copy of bid?  | Pass        | Pass        | Pass         |             |  |
| 8. | Section 3.2.2/Pg. 21                   | Were two signed original bids and one copy of the bid provided?   | Pass        | Pass        | Pass         |             |  |
| 9. | Section 4.1.2/Pg. 23                   | Did bidder meet minimum qualifications to be responsive?  | Pass        | Pass        | Pass         |             |  |

| 10. | Section 4.2/Pg. 24 | Did bidder meet minimum qualifications to be deemed responsible?  | Pass | Pass | Pass |  |
|-----|--------------------|---|------|------|------|--|
| 11. | Section 2.1/Pg. 10 | Did bid include all information required by this section regarding the location of proposed facilities? | Pass | Pass | Pass |  |
| 12. | Section 2.2/Pg. 10 | Did the bid meet the minimum requirements in this section?  | Pass | Pass | Pass |  |
| 13. | Section 2.3/Pg. 11 | Did the bid meet the scope of services required?  | Pass | Pass | Pass |  |
| 14. | Section 2.5/Pg. 18 | Did the bid demonstrate that the requirements will be met?  | Pass | Pass | Pass |  |
|     |                    | Acceptability Results:  | Pass | Pass | Pass |  |

Bids Received: 4

Late Submissions: 0

Withdrawals: 0

Bids Rejected: 1

Non-Responsive:

Non-Responsible: \_

Were any minor irregularities, informalities, defects, or variations waived by the agency? No

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor?

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor?

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor?

Were any nonconforming terms and conditions withdrawn by the vendor?

Were any conditional or qualified offers by the vendor allowed?

Were any discussions or negotiations held with the respondents classified as acceptable?

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations?

Did the agency request, require, and/or obtain any additional information from any vendor? No

Was any additional information, clarification, or corrections sought from any vendor? No

2. Cost Analysis Phase: The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

| Comparison | Calculated Ratio | X 100 points<br>(Points to be awarded for cost) |
|------------|------------------|---|
| 18.95      | 1                | 100 points                                      |
| 20         | .9475            | 94.75   |
| 20         | .9475            | 94.75   |
|            | 18.95            | 18.95 1<br>20 .9475                             |

3. Evaluator Certifications and Signature:

| Regarding ev | aluation | recommend | lation, |
|--------------|----------|-----------|---------|
|--------------|----------|-----------|---------|

- ☑ I certify that I have no conflict of interest.
- I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss any part of the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement nor have I made any notes or copies of any part of the submissions, scoring, or comments sheets.
- I certify that my scoring was based solely on my individual evaluation of each bid.

### Regarding evaluation withdrawal,

| I certify that my scoring was not based solely on my individual evaluation of each bid and my scoring was influenced by the |
|---|
| following:  |

| <ul> <li>I certify that my evaluation of the bids was influenced<br/>be used.</li> </ul> | d by discussions as indicated below and theref | ore my scores should not |
|--|--|--------------------------|
| Comments about the evaluation process:   |  |                          |
| - Jun and and a  | 1/21/25  |                          |
| Eyaluator Signature  | Date   |                          |
| Jason Carney, Community Corrections Director   |  |                          |
| Evaluator Name, Title (print)  |  |                          |

Agency: Mississippi Department of Corrections

IFB Name/Number: Transitional Housing

/3160007102

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary: Yes If yes, how many IFB amendments/modifications were issued? 2 amendments

|    | Date of Issuance | Acknowledgements Received/Obtained |
|----|------------------|------------------------------------|
| 1. | 1/3/25           | 1, 2, 3                            |
| 2. | 1/17/25          | 1, 2, 3                            |

Were any vendor questions received by the deadline specified in the IFB? No If yes, was a Question and Answer Document issued: N/A Acknowledgements Received: N/A

If allowed by the IFB, was a Pre-IFB Conference held by the agency? N/A If held, was attendance mandatory to submit a bid? N/A If held, was a Pre-Bid Conference Summary Issued? N/A Acknowledgements Received: N/A

|    | Vendor Name                            | Date/Time<br>Received | Comments   |
|----|--|-----------------------|--|
| 1. | Luther Martin Evangelistic Association | 1/22/25 @ 11:45       |  |
| 2. | Crossroads Outreach Ministries         | 1/21/25 @ 10:22       |  |
| 3. | New Way Mississippi, Inc.              | 1/17/25 @ 11:02       | The second secon |

1. Compliance Phase: Used to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers or resolutions. Bids with errors that do not alter the substance of the bid can be accepted, and the procurement officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other

bidders. If any component received a FAIL (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible.

- Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing "may," "can," "should," etc., is a desirable requirement. Offeror may waive these if they wish.

|    | IFB Reference                          | Compliance Categories   |             | Pass/F      | ail (+/yes o | or -/no)    |  |
|----|--|---|-------------|-------------|--------------|-------------|--|
| ٥  | (Section/Location)                     |   | Vendor<br>1 | Vendor<br>2 | Vendor<br>3  | Vendor<br>4 |  |
| 1. | Section 3.2.1/Pg. 21 (per Amendment 2) | Was the bid submission deadline met?  | Pass        | Pass        | Pass         |             |  |
| 2. | Section 3.1.1/Pg. 20                   | Bid cover sheet included?   | Pass        | Pass        | Pass         |             |  |
| 3. | Section 3.1.2/Pg. 20                   | Bid form included?  | Pass        | Pass        | Pass         |             |  |
| 4. | Section 3.1.3/Pg. 20                   | Was the minimum number of references provided?  | Pass        | Pass        | Pass         |             |  |
| 5. | Section 3.1.4/Pg. 20                   | Was a signed certification statement(s) provided?   | Pass        | Pass        | Pass         |             |  |
| 6. | Section 3.1.5/Pg. 20                   | Were signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference/Tour provided (if any were issued/posted)? | Pass        | Pass        | Pass         |             |  |
| 7. | Section 3.1.6/Pg. 20                   | Was Bidder's Acknowledment of Bid as Public Record included? If redaction selected, is there a redacted copy of bid?  | Pass        | Pass        | Pass         |             |  |
| 8. | Section 3.2.2/Pg. 21                   | Were two signed original bids and one copy of the bid provided?   | Pass        | Pass        | Pass         |             |  |
| 9. | Section 4.1.2/Pg. 23                   | Did bidder meet minimum qualifications to be responsive?  | Pass        | Pass        | Pass         |             |  |

| 10. | Section 4.2/Pg. 24 | Did bidder meet minimum qualifications to be deemed responsible?  | Pass | Pass | Pass |  |
|-----|--------------------|---|------|------|------|--|
| 11. | Section 2.1/Pg. 10 | Did bid include all information required by this section regarding the location of proposed facilities? | Pass | Pass | Pass |  |
| 12. | Section 2.2/Pg. 10 | Did the bid meet the minimum requirements in this section?  | Pass | Pass | Pass |  |
| 13. | Section 2.3/Pg. 11 | Did the bid meet the scope of services required?  | Pass | Pass | Pass |  |
| 14. | Section 2.5/Pg. 18 | Did the bid demonstrate that the requirements will be met?  | Pass | Pass | Pass |  |
|     |                    | Acceptability Results:  | Pass | Pass | Pass |  |

Bids Received: 4

Late Submissions: 0

Withdrawals: 0

Bids Rejected: 1

Non-Responsive:

Non-Responsible: \_

Were any minor irregularities, informalities, defects, or variations waived by the agency? No

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor?

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor?

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor?

Were any nonconforming terms and conditions withdrawn by the vendor?

Were any conditional or qualified offers by the vendor allowed?

Were any discussions or negotiations held with the respondents classified as acceptable?

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations?

Did the agency request, require, and/or obtain any additional information from any vendor?

Was any additional information, clarification, or corrections sought from any vendor?

2. Cost Analysis Phase: The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

| Vendor Name                             | Comparison | Calculated Ratio | X 100 points<br>(Points to be awarded for cost) |
|---|------------|------------------|---|
| <b>Luther Martin Evangelistic Assoc</b> | 18.95      | 1                | 100 points                                      |
| <b>Crossroads Outreach Ministries</b>   | 20         | .9475            |   |
| New Way Mississippi Inc                 | 20         | .9475            |   |

3. Evaluator Certifications and Signature:

| Regarding evaluation recommendation,  I certify that I have no conflict of interest.  |            |
|---|------------|
| I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss a   | any part o |
| the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement made any notes or copies of any part of the submissions, scoring, or comments sheets.  I certify that my scoring was based solely on my individual evaluation of each bid. |            |
| Regarding evaluation withdrawal,  |            |
| <ul> <li>I certify that my scoring was not based solely on my individual evaluation of each bid and my scoring was influen<br/>following:</li> </ul>  | ced by the |

| <ul> <li>I certify that my evaluation of the bids was influenced be used.</li> </ul> | enced by discussions as indicated below and therefore my scores should n |
|--|--|
| Comments about the evaluation process:   |  |
| Shully Hoggins Evaluator Signature   | 01.27.25   |
|  | Date   |
| Shelly Heggins, LEOS Evaluator Name, Title (print)                                   |  |

**Agency:** Mississippi Department of Corrections

IFB Name/Number: Transitional Housing

/3160007102

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary: Yes If yes, how many IFB amendments/modifications were issued? 2 amendments

|    | Date of Issuance | Acknowledgements Received/Obtained |
|----|------------------|------------------------------------|
| 1. | 1/3/25           | 1, 2, 3                            |
| 2. | 1/17/25          | 1, 2, 3                            |

Were any vendor questions received by the deadline specified in the IFB? No If yes, was a Question and Answer Document issued: N/A Acknowledgements Received: N/A

If allowed by the IFB, was a Pre-IFB Conference held by the agency? <u>N/A</u> If held, was attendance mandatory to submit a bid? <u>N/A</u> If held, was a Pre-Bid Conference Summary Issued? <u>N/A</u> Acknowledgements Received: <u>N/A</u>

|    | Vendor Name                            | Date/Time<br>Received   | Comments |
|----|--|-------------------------|----------|
| 1. | Luther Martin Evangelistic Association | 1/22/25 @ 11:45<br>a.m. |          |
| 2. | Crossroads Outreach Ministries         | 1/21/25 @ 10:22<br>a.m. |          |
| 3. | New Way Mississippi Inc.               | 1/17/25 @ 11:02<br>a.m. |          |

1. Compliance Phase: Used to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers or resolutions. Bids with errors that

do not alter the substance of the bid can be accepted, and the procurement officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders. If any component received a FAIL (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible.

- Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing "may," "can," "should," etc., is a desirable requirement. Offeror may waive these if they wish.

|    | IFB Reference                          | Compliance Categories   |             | Pass/F      | ail (+/yes d | or -/no)    |  |
|----|--|---|-------------|-------------|--------------|-------------|--|
|    | (Section/Location)                     |   | Vendor<br>1 | Vendor<br>2 | Vendor<br>3  | Vendor<br>4 |  |
| 1. | Section 3.2.1/Pg. 21 (per Amendment 2) | Was the bid submission deadline met?  | Pass        | Pass        | Pass         |             |  |
| 2. | Section 3.1.1/Pg. 20                   | Bid cover sheet included?   | Pass        | Pass        | Pass         |             |  |
| 3. | Section 3.1.2/Pg. 20                   | Bid form included?  | Pass        | Pass        | Pass         |             |  |
| 4. | Section 3.1.3/Pg. 20                   | Was the minimum number of references provided?  | Pass        | Pass        | Pass         |             |  |
| 5. | Section 3.1.4/Pg. 20                   | Was a signed certification statement(s) provided?   | Pass        | Pass        | Pass         |             |  |
| 6, | Section 3.1.5/Pg. 20                   | Were signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference/Tour provided (if any were issued/posted)? | Pass        | Pass        | Pass         |             |  |
| 7. | Section 3.1.6/Pg. 20                   | Was Bidder's Acknowledment of Bid as Public<br>Record included? If redaction selected, is there a<br>redacted copy of bid?  | Pass        | Pass        | Pass         |             |  |
| 8. | Section 3.2.2/Pg. 21                   | Were two signed original bids and one copy of the bid provided?   | Pass        | Pass        | Pass         |             |  |

| 9.  | Section 4.1.2/Pg. 23 | Did bidder meet minimum qualifications to be responsive?  | Pass | Pass | Pass |  |
|-----|----------------------|---|------|------|------|--|
| 10. | Section 4.2/Pg. 24   | Did bidder meet minimum qualifications to be deemed responsible?  | Pass | Pass | Pass |  |
| 11. | Section 2.1/Pg. 10   | Did bid include all information required by this section regarding the location of proposed facilities? | Pass | Pass | Pass |  |
| 12. | Section 2.2/Pg. 10   | Did the bid meet the minimum requirements in this section?  | Pass | Pass | Pass |  |
| 13. | Section 2.3/Pg. 11   | Did the bid meet the scope of services required?  | Pass | Pass | Pass |  |
| 14. | Section 2.5/Pg. 18   | Did the bid demonstrate that the requirements will be met?  | Pass | Pass | Pass |  |
|     |                      | Acceptability Results:  | Pass | Pass | Pass |  |

Bids Received: 4 Late Submissions: 0 Withdrawals: 0

Bids Rejected: 1\_ Non-Responsive: \_\_ Non-Responsible: \_\_

Were any minor irregularities, informalities, defects, or variations waived by the agency? NO

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor?

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor?

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor?

Were any nonconforming terms and conditions withdrawn by the vendor?

Were any conditional or qualified offers by the vendor allowed?

Were any discussions or negotiations held with the respondents classified as acceptable?

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations?

Did the agency request, require, and/or obtain any additional information from any vendor? NO

Was any additional information, clarification, or corrections sought from any vendor? NO

2. Cost Analysis Phase: The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

| Vendor Name                           | Name Comparison |       | X 100 points                    |            |  |
|---------------------------------------|-----------------|-------|---------------------------------|------------|--|
|                                       |                 |       | (Points to be awarded for cost) |            |  |
| Luther Martin Evangelistic            | 18.95           | 1     | 100                             | 100 points |  |
| Association                           |                 |       |                                 |            |  |
| <b>Crossroads Outreach Ministries</b> | 20              | .9475 | 94.75                           |            |  |
| New Way Mississippi Inc.              | 20              | .9475 | 94.75                           |            |  |
|                                       |                 |       |                                 |            |  |

3. Evaluator Certifications and Signature:

#### Regarding evaluation recommendation,

K I certify that I have no conflict of interest.

I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss any part of the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement nor have I made any notes or copies of any part of the submissions, scoring, or comments sheets.

V I certify that my scoring was based solely on my individual evaluation of each bid.

Regarding evaluation withdrawal,

| <ul> <li>I certify that my scoring was not based solely on my<br/>following:</li> </ul> | individual evaluation of each bid and my scoring was influen | nced by the |
|---|--|-------------|
| <ul> <li>I certify that my evaluation of the bids was influence<br/>be used,</li> </ul> | d by discussions as indicated below and therefore my scores  | should not  |
| Comments about the evaluation process:  |  |             |
| Evaluator Signature   | 1/24/2025<br>Date  |             |
| Tohn Hunt, DCT Evaluator Name, Title (print)  |  | 7.          |





Per the invitation for Bid (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:

- 1. Bid form (Attachment B)—filled out completely with the pricing and a west signature.
  2. Missing the signed Acknowledgement for Amendment #1. For your convenience, you can find the form on our website at the following link. https://www.indoc.ms.gov/sites/default/files/Procurement/31fi00071075/20Transitional%20I-802/8016/802/8018/20-8018-805/8018-258/209H-pdf
  3. Acknowledgement of Bid as Public Record (Attachment D)—missing a selected option and must be signed.

Please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. if we do not received your required information, your bld will not be considered.

Sincerely,

Princess R. Hayes
Project Management Tram Leader
Legal Department
Missistippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201
Punor: 001-359-5304
Princess Hayes@mdoc.state.ms.us



Per the invitation for Bid (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:

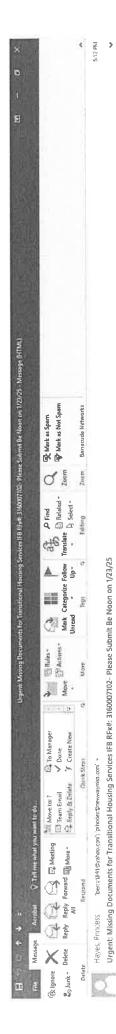
- - 4. Acknowledgment of Bid as Public Record (Attachment D) missing a selected option. You provided two (2) copies of Amendment #2.

Please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. If we do not received your required information, your bid will not be considered.

Sincerely,

Princess R. Hayea
Project Management Team Leador
Legal Department
Mississippi Department of Corrections
301 North Lemas Street
Jackson, MS 92201.
Phone: 601-359-5304
Princess.Hayes@indocstate.ms.us





Per the Invitation for Bid (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:

- 1. Bild Form (Attachment B)—filled out completely with the pricing and a vert signature. Bild was submitted prior to the issued Amendment #2. Missing the acknowledgement. Please also submit Amendment #2. For your convenience, you can find the form on our website at the following link: https://www.midoc.ns.gc//sites/farland/files/Procurement/3195007103\*207nansthonal%30Hearland/#202\*3040nent#202\*3040nent#2007\*3040nent#202\*3040nent#2

please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. If we do not received your required information, your bid will not be considered.

Sincerely,

Princess R. Hayes
Project Monogement Toam Loader
Legal Department Toam Loader
Musissippin Department of Corrections
All North Lamar Street
Jackson, MS 99101
Thouse 601.359-3914
Princess. Hayes@mdoc.state.ms.us





Per the Invitation for Bid (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:

- 1. Bid Form (Attachment B)—filled out completely with the pricing and a wet signature. Bid was submitted prior to the issued Amendment #2. Missing the acknowledgement. Please also submit Amendment #2. For your convenience, you can find the form on our website at the following link: htms://www.midoc.ms.gov/sites/default/files/Prox.urement/3100007102%20Transtitional%20Heusing%20MTR%20Amendment%200%20Calendarf%20of%20Events%20Revision.pdf.
  2. 3º4 Reference was missing date of service. Please resubmit with corrected information.

please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. If we do not received your required information, your bid will not be considered.

Sincerely,

Princess R. Hayes
Project Mongement Toam Leader
Legal Department of Corrections
Musissippi Department of Corrections
301. North Larnar Street
Jackson, MS 39201
Phone: 601.359-3004
Princess. Hayes@mdoc.state.nis.us





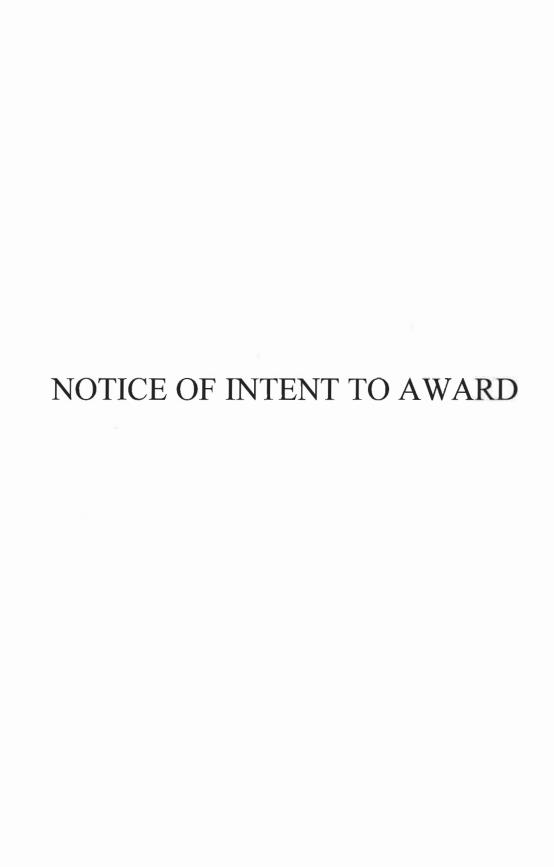


### **RECEIVED LOG**

## TO BE COMPLETED BY MDOC STAFF ONLY

# INVITATION FOR BIDS Missing Documents Transitional Housing Services RFx#: 3160007102

| #   | Date<br>Received | Company's Name                      | Mail / Hand-<br>Delivered | Time Received |
|-----|------------------|-------------------------------------|---------------------------|---------------|
| 1.  | 1/23/25          | Luther mortin / That Souls Be SAved | Hond                      | 8:42AM        |
| 2.  | 1123125          | New way phypostoies                 | Hamal                     | 9:32 AM       |
| 3.  | 1/23/25          | Crossipad Ministries                | Hond                      | 71:57 Km      |
| 4.  | 1/23/25          | Sober Living                        | Hand/Electronic           | 11:59 AM      |
| 5.  |                  |                                     |                           |               |
| 6.  |                  |                                     |                           |               |
| 7.  |                  |                                     |                           |               |
| 8.  |                  |                                     |                           |               |
| 9.  |                  |                                     |                           |               |
| 10. |                  |                                     |                           |               |
| 11. |                  |                                     |                           |               |





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

#### Notice of Intent to Award

January 29, 2025

| Procurement Type and Number | IFB # 3160007102                      |  |
|-----------------------------|---------------------------------------|--|
| Procurement Title           | IFB for Transitional Housing Services |  |
| Opening Date and Time       | January 22, 2025, at 2:00 pm CST      |  |

The following vendors submitted responses to the above solicitation:

- Luther Martin Evangelistic Association, Pearl, MS
- Sober Living Residential, LLC, Meridian, MS
- Crossroads Outreach Ministries, Inc., Ridgeland, MS
- New Way Mississippi, Inc., Ridgeland, MS

The above responding vendors have been listed in the order of overall price, lowest to highest. Since the vendors' bids included different numbers of available beds which made the overall price for bidders offering more beds higher, the per bed, per day price has been used as the overall price. All bid forms are attached as Exhibit A.

The following vendor was determined non-responsive and/or non-responsible and has been notified separately of the reason(s) therefor:

Sober Living Residential, LLC, Meridian, MS

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendors upon approval by the Public Procurement Review Board, contingent upon a certificate of insurance which outlines the coverage and limits defined in the solicitation and any exceptions being negotiated to the satisfaction of the MDOC:

- Luther Martin Evangelistic Association, Pearl, MS
- Crossroads Outreach Ministries, Inc., Ridgeland, MS
- New Way Mississippi, Inc., Ridgeland, MS

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to email Princess Hayes, Project Management Team Leader at procurement@mdoc.state.ms.us, with the subject IFB #3160007102, if you would like to request

a post-award vendor debriefing where we can share with you any applicable information about your response including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to your company's response. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than February 3, 2025, which is a change from the initial anticipated January 27, 2025 date included in the IFB. This date was amended due to the delayed date of bid opening on January 22, 2025 due to inclement weather, and is in accordance with requirements the OPSCR rules. 12 Miss. Admin. Code Part 9.

Vendors are reminded that any requests for reconsideration of this decision must be submitted to Princess R. Hayes and the Director of OPSCR, Amelia Gamble, within three (3) business days after the issuance of this notice or no later than February 3, 2025. Vendors may reference the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, Rule 5.6.3, for instructions on how to make a request for reconsideration. 12 Miss. Admin. Code Pt. 9, R. 5.6.3.

Vendors are reminded that the Agency Procurement File is available on the Agency website at <a href="https://www.mdoc.ms.gov/general-public/procurement">www.mdoc.ms.gov/general-public/procurement</a>.

The successful vendors are instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,

Amy Foster Tisdale, Esq. Chief Procurement Officer

Legal Department

Mississippi Department of Corrections

301 North Lamar Street

Jackson, MS 39201

601-359-2496 (phone)

601-359-5735 (fax)

Amy. Tisdale@mdoc.state.ms.us

### **BID FORM**

| Company                          | Contact Person | Telephone Number |
|----------------------------------|----------------|------------------|
| Luther Martin Evangelistic Asso. | Luther Martin  | 601-502-3065     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

120

x 18.95 \*
830,010.00

<u>Acknowledgement of Amendments</u>. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date             |
|------------------|------------------|
| One              | January 3, 2025  |
| Two              | January 17, 2025 |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

Company Name: Luther Martin Evangelistic Association - Men of MORE

| Printed Name of Representative: Luther E. Martin |            |  |  |
|--|------------|--|--|
| Date:  | 1-22-2025  |  |  |
| Signature:                                       | Zun enfair |  |  |

### **BID FORM**

| Company                      | Contact Person | Telephone Number |
|------------------------------|----------------|------------------|
| Sober Residential Living LLC | Viola Greene   | 601-527-9119     |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amost           |
|-----------------|
| Amost   Avroral |

| Amendment Number |   |    | Date |  |
|------------------|---|----|------|--|
| 36000193         | l | 20 | 2025 |  |
| 31600 YOL        |   | 21 | 2025 |  |
|                  |   | 1  | ,    |  |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

 That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

# Company Name:

Sober Residential Living LLC

| Printed Name of Representative: Viola Greene |   |
|--|---|
| Date: December 30, 2024                      |   |
| Signature: Liela Lieen                       | 2 |

### **BID FORM**

| Company             | Contact Person | Telephone Number |  |
|---------------------|----------------|------------------|--|
| Crosmond Ministries | Vick Omorry    | 601-940-5417     |  |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00

Bid calculation = Total Beds x Rate per Bed x 365

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| 1-22-25 |
|---------|
| 1-17-25 |
|         |

By signing below, the Contractor Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.

| Company Name:  | ÷ .         | •     |      |
|----------------|-------------|-------|------|
| Company Manie. | Chasroade M | misto | 1100 |
|                | Chosiana M  | 01000 |      |

| Printed Name of Representative: | Vicki | DeMoney | il de mile. |
|---------------------------------|-------|---------|-------------|
| Date: 1-22-25                   |       |         | 1           |
| Signature: Vialoù O             | e mo  | nux     |             |

# **BID FORM**

| Company                  | Contact Person | Telephone Number |  |
|--------------------------|----------------|------------------|--|
| New Way Mississippi, Inc | Larry Perry    | 601-506-4271     |  |
|                          | Phyllis Rhodes | 601-946-0484     |  |

The pricing quoted shall be inclusive of, but not limited to the following:

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

All pricing for Transitional Housing Services should include all associated costs for the items with no additional or hidden fees.

Price quotes over \$20.00 per resident per day will not be considered.

Total Beds Currently Available (minimum is 10 beds)

Maximum Rate Per Bed Per Day is \$20.00 x \$20.00 \*

Bid calculation = Total Beds x Rate per Bed x 365 = \$584,000.

\*Offerors may offer an amount less than \$20.00 per day per bed.

Acknowledgement of Amendments. All amendments shall be acknowledged by noting the Amendment Number and Date below and by signing this form with signature.

| Amendment Number | Date      |
|------------------|-----------|
| /                | 1-3-2025  |
| 2                | 1-22-2025 |

# New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

By signing below, the bidder Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

• That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate complete, and current as of the submission date.

| Company Name:                   |
|---------------------------------|
| New Way Mississippi, Inc.       |
|                                 |
| Printed Name of Representative: |
| Larry Perry                     |
|                                 |
| Date:                           |
| anuary 22, 2025                 |
|                                 |
| Signature:                      |
| Langer Peper                    |
|                                 |





Princess R. Hayes
Project Management Toan Lander
Legal Department
Mississippi Department of Corrections
301 North Lamar Street
Jackson, Mas 59201
Phone: 601-359-5304
Princess Haves@mdoc.state.ms.us

Please view the enclosed documentation.

Thank you,

Good afternoon,





A ~ 口 6 1759.3055 年2





Princers R. Hayes
Project Akunggement Toan Loader
Legal Department
Nitssistipt Department of Corrections
301 North Lanner Street
Jackson, MS 92001
Phone: 601-3559-5304

Please view the enclosed documentation.

Thank you,

Good Afternoon,

A ヘロ 中 (12,20M) 長





Princess R. Hayes
Princess R. Hayes
Legal Department
Nissustipi Department of Corrections
301 North Learn's Street
Jackson, MS 59201
Phones 691-359-5394

Please view the enclosed documentation.

Thank you,

Good afternoon,

A ~ 03 12 40 AZIPM F2

# Tisdale, Amy

From: Hayes, Princess

Sent: Wednesday, January 29, 2025 6:55 PM

**To:** Tisdale, Amy

**Subject:** FW: RFx 3160007102 - Notice of Intent to Award

**Attachments:** Notice of Intent to Award with Exhibit.pdf

# Princess R. Hayes

Project Management Team Leader

Legal Department
Mississippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201

Phone: 601-359-5304

Princess.Hayes@mdoc.state.ms.us



From: Hayes, Princess

Sent: Wednesday, January 29, 2025 6:48 PM To: 'opacj1@aol.com' <opacj1@aol.com>

Subject: RFx 3160007102 - Notice of Intent to Award

Good afternoon,

Please see the enclosed documentation.

Thank you,

Princess R. Hayes

Project Management Team Leader

**Legal Department** 

**Mississippi Department of Corrections** 

301 North Lamar Street Jackson, MS 39201

Phone: 601-359-5304



Ø

# GENERAL PUBLIC

Public Records Requests

Related Legislation

Procurement

Monthly Fact Sheets (2001-2024)

Daily Inmate Population (2021-2024)

Net Admissions by Fiscal Year (2006-2022)

Edit View

**PROCUREMENT** 

- o 3160007102 Transitional Housing IFB Amendment 1

Revisions

Delete

V Request for Quotes Formal (RFQF)

Invitation for Bid (IFB)

IFB 3160007102 Transitional Housing Services

o 3160007102 Transitional Housing IFB Amendment 2 - Calendar of Events Revision

o 3160007102 Notice of Intent to Award with Exhibit

© B. Wilderwarfeld-Marketan

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