

**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 Amendment 1 acknowledges that the IFB is modified and superseded by the following change in terms, conditions, and specifications: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. 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.

9. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees

to make payment in accordance with Mississippi “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

19. Representation Regarding Contingent Fees: Deleted. It was already replaced by the current number 14. Contractor’s Representation Regarding Contingent Fees.

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 www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the MDOC and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

22. Stop Work Order: Changed to number 21.

23. Termination for Default: Replaced by new number 22. Termination. b.

24. Termination upon Bankruptcy: 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 procurement@mdoc.state.ms.us 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 Acknowledged: (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

(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%20C%20Travel%20and%20Fleet%20Home/Resources%20Manuals%20Guidelines/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 Procurement@mdoc.state.ms.us . 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 Number | Contractor Question/Request for Clarification |
|----|---------------------------------|--|
| 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 on-site 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 \$2,000,000.00 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.
- 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 insurance 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 contractual 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 assessed, 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. Hayes, Project Management Team Lead
301 North Lamar Street, 3rd 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:

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

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?

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 experience, 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

Bid calculation = Total Beds x Rate per Bed x 365

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

| | | |
|---|--|----|
| x | | * |
| = | | \$ |

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 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: _____

City/State/Zip:

Telephone Number:

Cell Number:

E-mail:

Alternative Contact Person (optional):

Telephone Number:

Cell Number:

E-mail:

REFERENCE 4

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 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 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 |
|---|-----|----|

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 |

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.
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.
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. 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. 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.

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 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. 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.
 - 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 insurance 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 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 www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the MDOC and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

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;

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.

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. 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. 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. HIPAA Compliance: 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. Liquidated Damages: 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.
- 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. 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. 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. State Property: 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. Unsatisfactory Work: If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
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 Decision |
|--|--------------------------|-----------------------------------|----------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |