# PUBLIC NOTICE

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# **GENERAL PUBLIC**

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MS DEPT OF CORRECTIONS	1551-25-R-IF00-00009	9150007102	Major Procurement PERSONNEL SERVICES NON-IT	Open	12/23/2024	01/21/2025	01/21/2025	<u>View Conta</u>	<u>acî.</u>	
			IFB Transitional Housing							
			Attachment - IFB Transitional Housing							
MPTAP - "See attachment for details	13139-20241220141542 JPSD	3170031451	Major Procurement INFORMATION TECHNOLOGY (IT)	Open	12/23/2024	01/28/2025				
			Electronic RFP proposals for the above RFP will be received							
			Attachment - RFP 2025-01 E-Rate School Replacement Switches							
MPTAP - "See attachment for details	48-20241219110432_0LEMISS	3170031429	Major Procurement CONSTRUCTION	Open	12/23/2024	02/10/2025				
			NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS WILL BE RECEIVE							
			Atlachment - RFP 784 Public/Private Partnership for a New Student Housing P							
MPTAP * See attachment for details	13195-20241210144256 Biloxi	3170031385	Major Procurement CONSTRUCTION	Open	12/23/2024	01/29/2025				
			Notice is hereby given that the City of Biloxi, MS will be r							
			Attachment - POINT CADET LIVING SHORELINE PROJECT NO. 1086 City of Biloxi,							
MPTAP - *See attachment for details	10455-20241220151922 Sulfport	3170031442	Major Procurement COMMODITIES	Open	12/22/2024	01/14/2025				
			The City of Culfnert is cooking uppriced							

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

# Order Confirmation

Not an Invoice

Date:	12/19/2024
Order Number:	10873354
Prepayment Amount:	\$ 0.00

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

Print

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

		Total Cash Order C	Confirmation Amount Due	\$47.83
As an incentive for customers, we provide a discount off the		Tax Amount		\$0.00
total order cost equal to the 3.99% service fee if yo		Service Fee 3.99%		\$1.91
Cash/Check/ACH. Pay by Cash/Check/ACH and so	ive!	Cash/Check/ACH D	iscount	-\$1.91
		Payment Amount b	oy Cash/Check/ACH	\$47.83
		Payment Amount b	by Credit Card	\$49.74
Order Confir	mation Amount	\$	47.83	

# Ad Preview

MISSISSIPPI DEPARTMENT OF CORRECTIONS ADVERTISEMENT FOR PROPOSALS

Transitional Housing Services MAGIC RFx: 3160007102

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

12/23, 12/30/2024 10873354

# IFB AMENDMENTS

(A)

# Transitional Housing Services Amendment #1 RFx 3160007102

To include revisions to numbering and provisions.

#### January 3, 2025

All Prospective Bidders:

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

#### 1.5 Questions or Requests for Clarification

• Removal of 1.5.5.

#### 2.3.1 Scope of Service

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

#### 4.0 Bid Evaluation and Award

Renumbering the following sections:

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

#### 5.0 Attachment G

- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Contractor, or competitor for the purpose of restricting competition.
- 9. <u>E-Payment:</u> Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees

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

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

<u>Required Public Records and Transparency</u>: 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 <u>www.transparency.ms.gov</u> 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. <u>Termination for Default:</u> Replaced by new number 22. Termination. b.
- 24. <u>Termination upon Bankruptcy:</u> Replaced by new number 22. Termination. a. Both number 23 and 24 is now 22. Reads as noted below:

#### Termination:

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

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

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

All other terms, conditions, and specifications of this solicitation remain unchanged.

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

The Mississippi Department of Corrections has updated this information on MDOC website and the Mississippi Accountability System for Government Information and Collaboration (MAGIC). Should you need additional information, please contact Princess Hayes at 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

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

# Section 1. Solicitation Information

#### **1.1 Authority**

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

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

#### 1.2 Purpose

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

#### **1.3 Definitions**

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

**1.3.1 Agency:** Mississippi Department of Corrections (MDOC)

**1.3.2 MDOC Website:** MDOC's website, available at the following web address:

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

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

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

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

https://www.ms.gov/dfa/contract\_bid\_search/Bid?autoloadGrid=true

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

#### 1.4 Timeline

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

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

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

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

# 1.5 Questions or Requests for Clarification

**1.5.1.** All questions and requests for clarification must be directed by email to Princess Hayes at <u>Procurement@mdoc.state.ms.us</u>. 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 Numb	Section, er	Page	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 onsite local telephone service. If on-site telephone services consist of pay telephone, the Contractor shall ensure that indigent participants are provided with telephone service at no cost, in order to arrange employment or in an emergency situation.

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

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

# 2.3.20 Conduct and Safety Requirements

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

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

background check conducted.

• Participant's behavior that requires addressing are to be reported to the assigned MDOC Probation and Parole Agent.

# 2.3.21 Quality Assurance:

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

# 2.3.21.1 Site Visits:

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

# 2.3.21.2 The Contractor shall:

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

listed above. Deviations from these ordinances and/or laws by Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

- Perform all services provided in the contract between the Contractor and the MDOC in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete 5, of all services; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality services are to be provided.
- The Contractor's employees should refrain from using foul, abusive, or profane language.
- The Contracting MDOC reserves the right to inspect and search all Contractor personnel, property and/or vehicles anytime while on facility grounds.

# 2.3.21.3 Contractor shall also:

- Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal, and local laws such as social security and withholding taxes for their business and employees;
- Make all unemployment compensation contributions as required by federal and state law(s) and process claims as required for their business and employees;
- Be required to complete any desired background checks on employees at the discretion of the MDOC Probation and Parole Agents and or personnel.
- Replace immediately, at no additional expense to the MDOC, any employee not performing satisfactorily.

# 2.3.21.4 Minimum Contractor Qualifications:

The Contractor must have:

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

licenses and certificates shall be provided to the MDOC within twentyfour 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 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 oneyear period under the same prices, terms and conditions as in the original contract. The total number or renewal years permitted shall not exceed two.

# 2.5 Requirements

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

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

Contractor shall maintain the required insurance coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

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

# **2.6 Contractor Investigations**

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

# Section 3. Bid Submission and Bid Opening

# 3.1 Bid Submission Format

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

The bid package must contain the following:

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

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

#### 3.2 Bid Submission Requirements

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

#### 3.2.2.1 Submission of Physical Bid (Mandatory)

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

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

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

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

**3.2.5** The Agency may cancel the solicitation or reject any bid submitted if the Agency determines it is in the Agency's best interest to do so.

# 3.3 Expenses Incurred In the Procurement Process

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

# **3.4 Independent Price Determination**

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

# 3.5 Withdrawal of a Bid

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

# 3.6 Bid Opening

The bid opening will be held:

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

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

# 3.7 Debarment

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

# 3.8 Registration with Mississippi Secretary of State

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

# 3.9 Minor Informalities

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

# 3.10 No Contract or Property Rights

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

# 3.11 Required Contract Terms and Conditions

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

# 3.12 Optional Contract Terms and Conditions

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

#### 3.13 Bid Samples

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

# Section 4. Bid Evaluation and Award

# 4.1 Bid Evaluation and Basis for Award

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

#### 4.1.2.1 Responsive Bidder

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

# 4.1.2.2 Nonconforming Terms and Conditions

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

### 4.2 Minimum Bidder Qualifications to be Deemed Responsible

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

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

# 4.3 Basis for Award:

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

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

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

#### 4.4 Lowest and Best

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

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

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

#### 4.5 Award Notification

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

#### 4.6 Debriefing

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

#### 4.7. Reconsideration

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

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

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

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

#### 4.8 Contractor Certification

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

#### 4.9 Contract Execution

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

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

#### **5.0 Attachments**

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

# ATTACHMENT A

# **BID COVER SHEET**

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

# PLEASE MARK YOUR ENVELOPE:

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

Name of Company:

Quoted By:

Signature:

Address:

City/State/Zip:

**Telephone:** 

Fax Number:

**E-Mail Address:** 

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.

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# 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.

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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	Yes	No
Contractor's organization? If yes, please explain.		

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

Notes:

Called by:		
Signature	Title	Date

# ATTACHMENT G

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

- <u>Acknowledgement of Amendments</u>: Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 2. <u>Applicable Law:</u> The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the Mississippi.
- 3. <u>Approval:</u> It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. <u>Availability of Funds:</u> 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.
- <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Contractor, or competitor for the purpose of restricting competition.
- 6. <u>Compliance with Equal Opportunity in Employment Policy</u>: Contractors understand that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
- 7. <u>Compliance with Laws</u>: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or modified.
- 8. Contract Rights: Contract rights do not vest in any party until a contract is legally executed.

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

- 9. <u>E-Payment:</u> Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
- 10. <u>E-Verification</u>: If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

- a. termination of the contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- c. both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.
- 11. <u>Expenses Incurred In the Procurement Process</u>: All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board of Personal Service Contract Review Rules and Regulations*.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
  - b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d. Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - i. Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and

\$2,000,000.00 per occurrence limit for multiple claimants.

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

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

Additionally:

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

aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.

- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. <u>Minor Informalities and Irregularities</u>: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor for the MDOC to properly evaluate the offer the MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. <u>Contractor's Representation Regarding Contingent Fees</u>: By responding to the solicitation, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. <u>Paymode:</u> Payments by MDOC using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. <u>Procurement Regulations:</u> 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 (<u>www.dfa.ms.gov</u>). 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. <u>Property Rights</u>: 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. <u>Renewal of Contract:</u> Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two

(2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.

- 19. <u>Representation Regarding Gratuities:</u> 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. <u>Required Public Records and Transparency:</u> 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 <u>www.transparency.ms.gov</u> 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. <u>Stop Work Order:</u> 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. <u>Anti-Assignment/Subcontracting:</u> Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. <u>Antitrust:</u> By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. <u>Attorney's Fees and Expenses:</u> 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. <u>Authority to Contract:</u> 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. <u>Change in Scope of Work:</u> 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. <u>Claims Based on a Procurement Officer's Actions or Omissions:</u>
  - 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. <u>Confidentiality</u>: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. <u>Contractor Personnel:</u> The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. <u>Copyrights</u>: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under the agreement. Further, Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of the agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- 11. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
  - a. *is not* presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal MDOC or MDOC or any political subdivision or MDOC of the State of Mississippi;
  - b. *has not*, within a three year period preceding this bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - c. *has not*, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in

paragraphs two (b) and (c) of this certification; and,

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

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

- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance:</u> Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. <u>Indemnification</u>: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform the agreement. In the MDOC's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor 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. <u>Integrated Agreement/Merger:</u> This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. <u>Liquidated Damages:</u> When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$250.00 per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if

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

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

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

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

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

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

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

- 37. <u>Right to Inspect Facility:</u> The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. <u>Severability:</u> If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any stateowned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. <u>Third Party Action Notification</u>: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. <u>Waiver:</u> 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.			

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline.	January 22, 2025
Anticipated Bid Opening Date	January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

## Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged:	(signature)
Name (Print):	Date:

Company:\_\_\_\_\_Title:\_\_\_\_\_

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

Thank you,

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



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anyes, Princess adherinan

RE: MDOC Transitional Housing 3160007102 - Amendment

Good afternoon,

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

Sincerely, Princess

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



From: luther martin <unfo@luthermartin.org> Sent: Tuesday, January 21, 2025 4:12 PM To: Bayes, Princess <<u>Brane ssc.Hayes@indoc.state.ms.us></u> Subject: Re: MDOC Transitional Housing **3160607102** - Amendment

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



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Good afternoon,

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

Thank you,

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



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Good afternoon,

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

Thank you,

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



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

#### Good afternoon,

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

Thank you,

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



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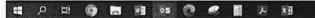
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Thank you,

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





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Good afternoon,

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

Thank you,

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



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Public Records Requests	<ul> <li>Request for Quotes Formal (RFQF)</li> </ul>
Related Legislation	<ul> <li>Request for Quotes Pormai (RPQP)</li> </ul>
-	↑ Invitation for Bid (IFB)
Procurement	
Monthly Fact Sheets (2001-2024)	IFB 3160007102 Transitional Housing Services
	<ul> <li><u>3160007102 Transitional Housing IFB - Amendment 1</u></li> </ul>
Daily Inmate Population (2021-2024)	<ul> <li><u>3160007102 Transitional Housing IFB Amendment 2 - Calendar of Events Revision</u></li> </ul>
	IFB 3160006069 Commercial Washers and Dryers
Net Admissions by Fiscal Year (2006- 2022)	IFB 3160006069-Intent to Award
2022)	IFB 316006069-Notice to Bidders and Withdrawal
Annual Reports	IFB 3160005845 Cold Storage System
	IFB 3160005845-Intent to Award     IFB 3160005735 Cold Storage System
Criminal Justice Reform Reports	<ul> <li>IFB 3160005735-Intent to Award</li> </ul>
PREA Audit Reports	<ul> <li>IFB 3160005735-Notice of Cancellation</li> </ul>
	IFB 3160005516 Co-Occuring Disorder Treatment and Recovery Support Services
COVID-19 Information and Updates	<ul> <li>Notice of Intent to Award IEB 3160005516</li> </ul>
Death Row	IFB 3160005668 Workers Compensation TPA
· · · · · · · · · · · · · · · · · · ·	<ul> <li>Amendment 1 (Questions Answers) - RFX 3160005668 Workers Compensation TPA</li> </ul>
Current Death Row Demographics	<ul> <li>Notice of Intent to Award Workers Comp MDOC signed</li> </ul>
Death Penalty and Executions	IFB 3160005585 Curriculum Software for Instruction Remediation and Enrichment (K-12)
	<ul> <li>IFB 3160005585 - Questions and Answers</li> </ul>
Death Penalty in Mississippi	Amendment 1 - RFx3160005585
Death Row Inmates	<ul> <li>Notice of Intent to Award - 3160005585</li> </ul>

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# **RECEIPT AND REGISTER OF BIDS**



## **RECEIVED LOG**

## TO BE COMPLETED BY MDOC STAFF ONLY

## INVITATION FOR BIDS Transitional Housing Services RFx#: 3160007102

#	Date Received	Company's Name	Mail / Hand- Delivered	Time Received
1.	1/15/25	Sobry Living Residential LLC	Nonteal - Delivered by 211's	D: 45, 2110
2.	1/17/25		I found Delevering	11:02 Am
3.	1/21/25	Crossroads - Vickie Demoney	Hand Delivered	10:22 AM
4.	1/22/25	Luther Mortin That Souls Be SAVed	Hand Delivered	11:45 AM
5.				
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Received 1/21/25 e10. 22 AV Legal Department

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

242

**SEALED BID - DO NOT OPEN** 

Jackson, MS 39201

301 North Lamar Street, 3rd Floor

Attention: Princess R. Hayes, Project Management Team Lead

Office of Procurement & Contracts

Mississippi MDOC of Corrections

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

IFB RFx Number 3160007102

**IFB for Transitional Housing Services** 

Received O//2//25 & (6-.2-UM M Legal Department

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

SEALED BID - DO NOT OPEN

Attention: Princess R. Hayes, Project Management Team Lead

Office of Procurement & Contracts

Mississippi MDOC of Corrections

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

IFB RFx Number 3160007102

IFB for Transitional Housing Services

Legal Departm. Received

Received 1/21/25 @/6,22 km Legal Department

17B RFx # 316000 1102 + B For transituonal domain Sumie Orlanning date 10:00 Am CST, January 21, 2025 Muisuppi moc Coursetion Office of Procurement and contracts Atta: Drunewan R. Maryez, Project management tocar le 301 North Rasner St. 3rd 71000 Joeppon. M3 39201 **う**, うう, う, ブランフ

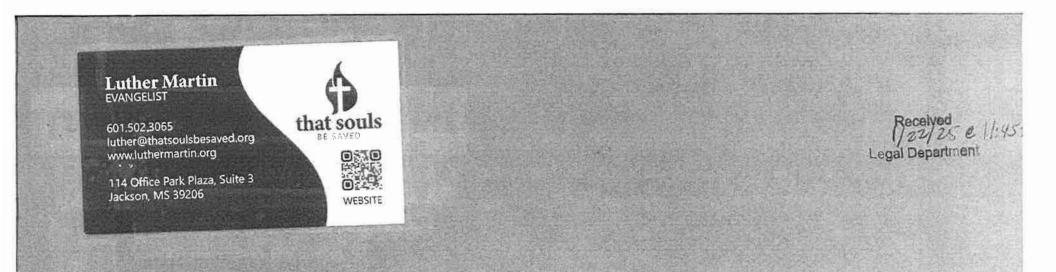
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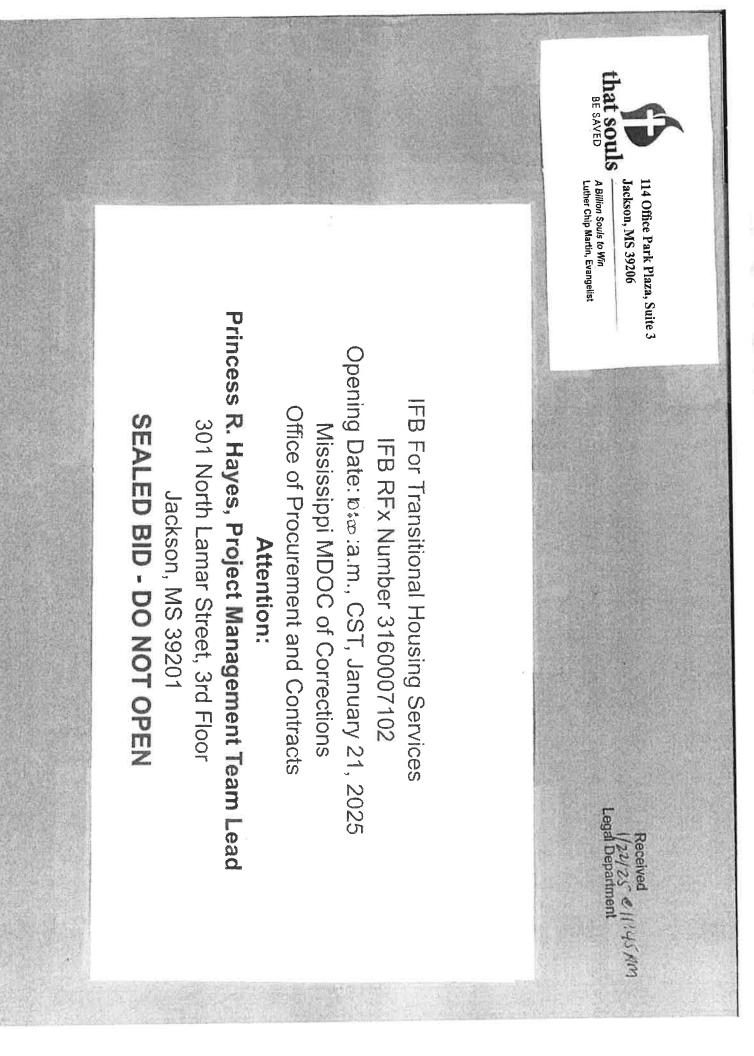
IFB For Transitional Housing Services IFB RFx Number 3160007102 Opening Date: Dim :a.m., CST, January 21, 2025 Mississippi MDOC of Corrections Office of Procurement and Contracts Attention: Princess R. Hayes, Project Management Team Lead 301 North Lamar Street, 3rd Floor Jackson, MS 39201 SEALED BID - DO NOT OPEN

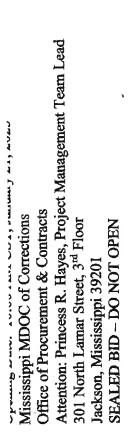
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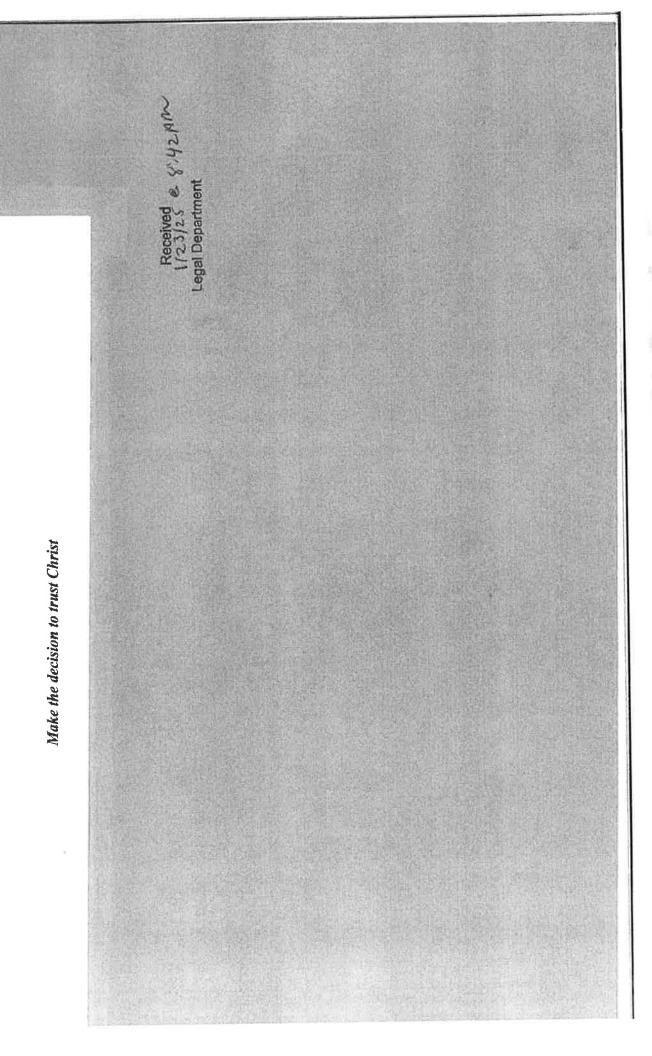
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IFB For Transitional Housing Services IFB RFx Number 3160007102 Opening Date: 10500: a.m., CST, January 21, 2025 Mississippi MDOC of Corrections Office of Procurement and Contracts **Attention: Princess R. Hayes, Project Management Team Lead** 301 North Lamar Street, 3rd Floor Jackson, MS 39201 **SEALED BID - DO NOT OPEN** 







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

Received 2.3/25 @ 9:32 Mm Legal Department

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

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Legal Department CI/17/23 E HULLAM

V17/25 @ 11:02 AM From: Phyllis Rhoder Received

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

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

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Name/Number of IFB: <u>316000712</u> Name of Vendor: <u>UTHEP MAPTIN EVAngelistic Association</u> Date/Time Received: <u>01/22/2025 @ 11:45 a.m.</u> Date/Time of Bid Opening: <u>01/22/2025 @ 2 p.m.</u>

Pass or Fail: \_\_\_\_\_

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

1

Name/Number of IFB: 3160007102
Name of Vendor: New Way Mississippi Inc. Date/Time Received: 01/17/2025 C11:02 a.m.
Date/Time Received: 01/17/2025 CII:02 a.m.
Date/Time of Bid Opening: January 22,2025 @2 p.m.
Pass or Fail: Pass

Requirement	Yes/No	Comments
Was the bid received by the	Ves	
deadline?	yes	
Are there two original bids	yes	
and one copy of the bid?		
Is the bid cover sheet	Yes	
(Attachment A) included and	yes -	
filled out completely?		
Is the bid form (Attachment	No	missing Amendment #2
B) included, filled out	1.00	
completely with the pricing, and a wet signature?		Bid was submitted phor to issued Amendment
Are there at least three (3)		
legible references included on	No	Brd ret. missing date
Attachment E?		of service.
Is the Certifications and	1	
Assurances (Attachment C)	yes	
included and completed with	J	
a wet signature?		
Are all amendment	No	Missing Amendment #2
acknowledgments included	10	meen y mend ment it c
and completed?		
Is Acknowledgment of bid as	Vac	
public record (Attachment D)	Yes	
included and completed? If	v	
applicable, is there a redacted		
copy of the bid?		
Has bidder been in business	Ves	
and providing services	J	
similar in requirements and	-	
scale for a minimum of one		
(1) year?		
Is bidder qualified to do	Ves	
business in Mississippi as	J	
evidenced by registration with the MS SOS?		
Is bidder responsive	100	
(paragraph 4.1.2.1 of IFB)?	yes	
Is bidder responsible	<u> </u>	Dendina Calabaa
(paragraph 4.2 of IFB)?	yes	Pendine reference Checks

Name/Number of IFB: Transitional Honsing Services 3160007102
Name of Vendor: Crossroads Outreach Ministries
Date/Time Received: 01 21 2025 @ 10:22 2.m.
Date/Time of Bid Opening: January 22, 2025 @ 2 p.m.
Pass or Fail: Pass

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

# Bid Opening Non-Substantive Evaluation Name/Number of IFB: <u>3160007102</u>. Name of Vendor: <u>Sober Living Residential</u>, LLC Date/Time Received: <u>01152025 @ 2:45 pm</u>. Date/Time of Bid Opening: <u>January 22,2025 @ 2 pm</u>. Pass or Fail:

Requirement	Yes/No	Comments
Was the bid received by the deadline?	yes	
Are there two original bids and one copy of the bid?	NO	one onginal, one copy
Is the bid cover sheet (Attachment A) included and filled out completely?	Yes	
Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?	No	missing Acknowledg- ment of Amendments (2)
Are there at least three (3) legible references included on Attachment E?	Yes	
Is the Certifications and Assurances (Attachment C) included and completed with a wet signature?	yes	
Are all amendment acknowledgments included and completed?	No	Missing both Acknowledgments
Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid?	No	Selected both answers and did not sign
Has bidder been in business and providing services similar in requirements and scale for a minimum of one (1) year?	Yes	
Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?	Yes	
Is bidder responsive (paragraph 4.1.2.1 of IFB)?	No	
Is bidder responsible (paragraph 4.2 of IFB)?	yes*	Pending reference checks

# ALL BIDS RECEIVED

35

Name/Number of IFB: <u>316000712</u> Name of Vendor: <u>UTITER MARTIN EVAngelistic Association</u> Date/Time Received: <u>01/22/2025 @ 11:45 a.m.</u> Date/Time of Bid Opening: <u>01/22/2025 @ 2 p.m.</u> Pass or Fail: \_\_\_\_\_

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

## ATTACHMENT A

## **BID COVER SHEET**

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

## PLEASE MARK YOUR ENVELOPE:

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

Name of Company:	Luther Martin Evangelistic Association	(Next Step Program)
------------------	--	---------------------

Quoted By: Luther Martin
Signature: ut & Marta
Address: 114 Office Park Plaza, Suite 3
City/State/Zip: Jackson Mississippi, 39206
Telephone: 601-376-8747 / 601-502-3065
Fax Number: 1-769-251-5711
E-Mail Address: info@luthermartin.org

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

Luther Martin 601-502-3065

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

What year was your company started? 2018

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

4.5

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. <u>114 Office Park Plaza, Suite 3, Jackson Mississippi 39206</u> Jackson Ms - principle place of business, State of Mississippi Incorpated

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

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

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. <u>State of Mississipp registered Non-profit</u>

501(c) 3 Register Organiztion

For how many customers has your company provided Transitional Housing Services in the past two years? 4.5 years

## ATTACHMENT B

## **BID FORM**

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

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

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

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

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

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

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

Amendment Number	Date
One	January 3, 2025
Тwo	January 17, 2025

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

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

Company Name: Luther Martin Evangelistic Association - Men of MORE

Printed Name of	Representative: Luther E. Martin
Date:	1-22-2025
Signature:	Sute en ante
Notes Esilure to	sign the hid form may regult in the hid haing rejected on non regroup

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

# **Transitional Housing Services** Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

# Signature and Submission of Amendment 1 are required with your IFB.

Receipt for Amendment #1 Acknowledged: (signature)

Lutter Martin Even Asso.

Company

21-2021 TRESident Date / Title

an

Toute & d

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

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

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

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

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

Company Name: Luther Martin Evangelistic Association - Men of MORE

Printed Nan	ne of Representative: Lithen E. MARTIN	
Date:	1-22-2025	
Signature: _	Cute e Marta	

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

## ATTACHMENT A

## **BID COVER SHEET**

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

## PLEASE MARK YOUR ENVELOPE:

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

Name of Company: Luther Martin Evangelistic Association (Next Step Program)

Quoted By: Luther Martin

Signature:

Address: 114 Office Park Plaza, Suite 3

City/State/Zip: Jackson Mississippi, 39206

Telephone: 601-376-8747 / 601-502-3065

Fax Number:

E-Mail Address: info@luthermartin.org

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

#### Luther Martin 601-502-3065

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

What year was your company started? 2018

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

4.5

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. <u>114 Office Park Plaza, Suite 3, Jackson Mississippi 39206</u> Jackson Ms - principle place of business, State of Mississippi Incorpated

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

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No

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

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. State of Mississipp registered Non-profit

501(c) 3 Register Organiztion

For how many customers has your company provided Transitional Housing Services in the past two years? 4.5 years

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

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. <u>1) Job Placement</u>, <u>2) Financial Management Training</u>, 3) Drug Recovery, 4) CDL Training Opportunity

41

Staff Certifications: Life Skills/Change Plan, Choice and Change, Employment Ability life skills

## ATTACHMENT B

## **BID FORM**

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

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

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

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

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

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

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: Luther Martin Evangelistic Association - Men of MORE

Printed Name of Representative: Luthere E. Martin

. .

1/21/2025 Date: Signature: a

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

## ATTACHMENT C

## **CERTIFICATIONS AND ASSURANCES**

As an authorized signatory for Luther Martin Evangelistic Association

I make the following certifications and assurances as a required element of the bid to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are 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:	Luther Martin Evangelistic Association
Title: _	President
Signatu	ire: uni
Date:	/ 1/21/25

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

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## 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.

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Company Name: Luther Martin Evangelistic Association - Men of MORE

Printed Name of Representative:	buther E. Marching
Date:/	121/ 25
Signature:	- erfait
Note: Failure to sign this acknow	ledgement or making any modification to this

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

# ATTACHMENT E REFERENCES

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

# **REFERENCE 1**

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

E-mail:

# **REFERENCE 2**

Name of Company: _	Hinds County Probation and Parole Office					
Dates of Service: Contact Person:	2020-2025 Agent Joseph Moore					
·						
Address: 421 W. Pascagoula St						
City/State/Zip:	Jackson Ms 39203					
Telephone Number:	601-933-2887					
Cell Number:	601-927-3114					
E-mail:	JosephMoore@mdoc.state.ms.us					
Alternative Contact 1	Person (optional):					
Telephone Number:						
Cell Number:						
E-mail:						
<b>REFERENCE 3</b>						
Name of Company:	Consolidated Catfish					
Dates of Service:	2021-2025					
Contact Person:	Billy Boswell					
Address: 229	South St	5				

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

# **Cell Number:**

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

**Telephone Number:** 

Cell Number:

E-mail:

# ATTACHMENT E REFERENCES

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

REFERENCE 1	
Name of Company:	Central Mississippi' Connectional Center
Dates of Service:	2022 - 2025
Contact Person:	Sonya Hand
Address:	3794 M6 HWY 468
City/State/Zip:	PEARL MS 39208
Telephone Number:	601-932 - 2880
Cell Number:	769-268-5297
E-mail:	SP Hand & MODE. state. MS. US
Alternative Contact	Person (optional):
Telephone Number:	
Cell Number:	

# ATTACHMENT F

## **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

# TO BE COMPLETED BY MDOC STAFF ONLY

**Company Name:** 

**Reference Name:** 

Person Contacted, Title/Position:

**Date/Time Contacted:** 

# Service From/To Dates:

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

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

Score: Pass/Fail

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

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

24

# 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.		No Exceptions Taken		
2.				
3.				
4.				
5.				

641

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline.	January 22, 2025
Anticipated Bid Opening Date	January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

# Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged: (signature)					
Name (Print):	Lothen	E. MARtin	Date:	JAM	21,25
Company: <u><u><u></u><u></u><u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u></u></u>	stor marka	Furnychist. C Title:	/pes	ident	1

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

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Anticipated Bid Package Submission DeadlineJanuary 22, 2	2025
--	------

Anticipated Bid Opening Date.....January 22, 2025

Anticipated Notice of Intent to Award Date MDOC.....January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged: (signature)
Name (Print): Luther E. MARtin Date: 1-21-2025
Company: Luther MARAN EM ASSO (IMEA) Title: PRESiden F



"Make the one decision... to trust Christ" 601.376.8747 www.luthermartin.org

114 Office Park Plaza, Ste 3 Jackson, MS 39206

#### **Overview of locations and services:**

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

## **Martin House Apartments**

3352 Livingston RdJackson, Ms.Total of 8, 3-bedroom Apartments, a total of 44 beds4 Apartments handicapped accessible

#### **Downtown Main**

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

**Floral St Campus Addiction Recovery** 5982 Floral Drive Jackson, Ms. 39206

#### **The Delta House**

136 Cole Lake Rd
Isola Ms.
13 beds
Sex Offenders Accepted

#### The Delta House 2

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

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

#### **Services Offered**

## **Residency:**

We offer a safe atmosphere with three daily meals.

## **Employment:**

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

# Training provided:

- Employment Readiness
- Financial Management Community Bank Outreach
- Christian Discipleship Classes

4

• Self Help – Change Course

# **Drug Treatment:**

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

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

Sex offenders accepted 40 Easy Money Rd Belzoni MS 39038



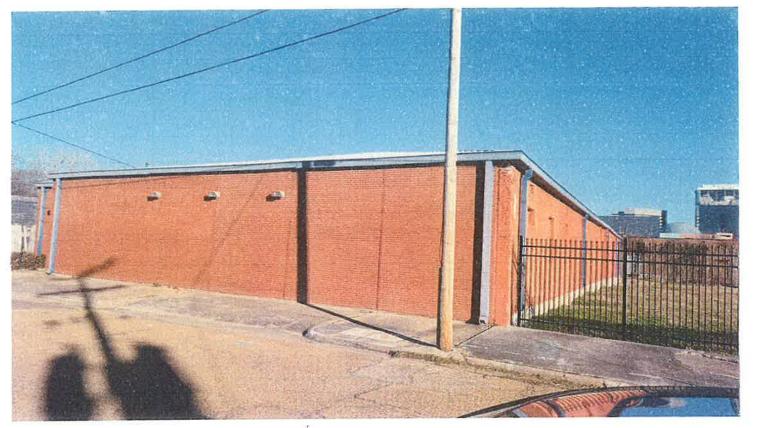


Sex offenders allepted 40 Easy Money Rd Belzoni MS 39038 Delta housed

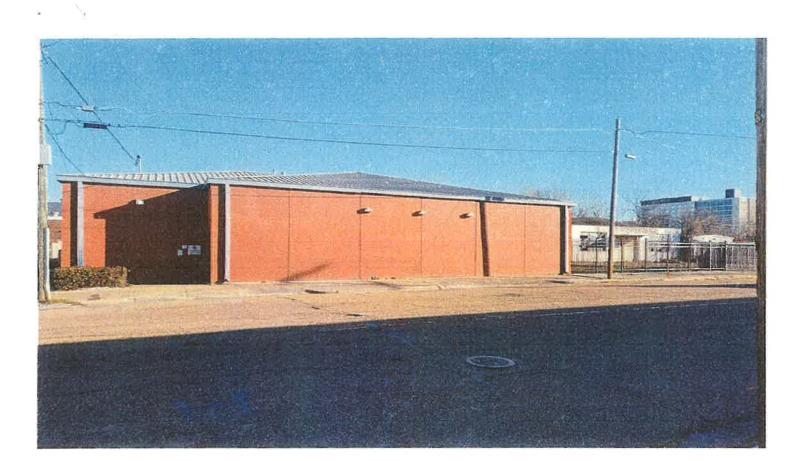


1936 Lole Lake Good Isola, MS 38754 Sex Offenders accepted Delta house 1





South St downtown main 124 G. South St Jackson MS 39201



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-8 3

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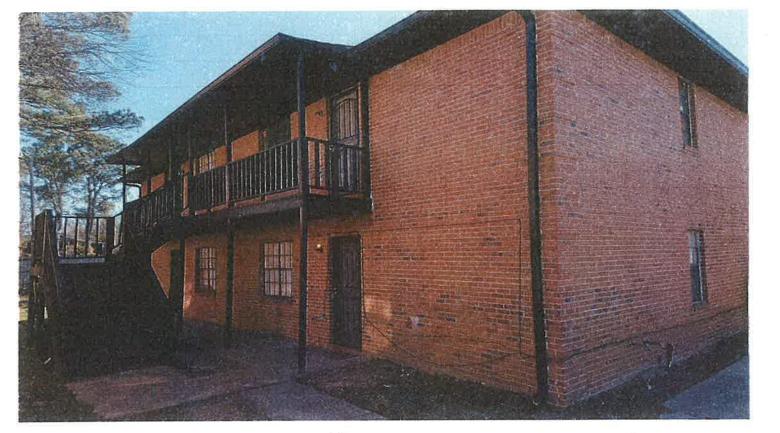


# 124 South St Downtown Main

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\*1



Martin house apart ments 3352 Livingston Bd Jackson MS 39213 8 Units 3 bedrooms





Inside Livingston

đ

# F0001 Fee: \$ 50



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

Articles of Incorporation

# Business Information

Business Type: Non-Profit Corporation Business Name: Luther Martin Evangelistic Association Business Email: Luthermartin@evangelistluthermartin.com Period of Duration: Perpetual Initial planned non-profit activity: Religious Associations

# **NAICS Code/Nature of Business**

813110 - Religious Organizations

# **Registered** Agent

Name:Tabitha MartinAddress:112 Harris carter rdPearl, MS 39208

# Signature

The undersigned certifies that:

1) he/she has notified the above-named registered agent of this appointment;

2) he/she has provided the agent an address for the company, and;

3) the agent has agreed to serve as registered agent for this company

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

Name:	
Luther Martin	
Incorporator	

*Address:* 112 Harris carter rd Pearl, MS 39208

# 2020251918

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



2 L - 1

Department of the Treasury Internal Revenue Service Tax Exempt and Government Entities P.O. Box 2508 Ciscinneti, OH 45201

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

- Dete: 12/06/2022
- Employer ID number:
- 82-4825318
- Person to contect;
- Name: Customer Service
- 1D number: 31954
- Telephone: 677-829-5500
- Accounting period ending:
- February 28

1.1.1

- Public charity status:
- 170(b)(1)(A)(vi)
- Form 990 / 990-EZ / 990-N required: Yes Effective date of exemption: November 18, 2022 Contribution deductibility: Yes Addendum applies: No DLN: 26053727007412

#### Dear Applicant:

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

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

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

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

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

Sincercly.

Stephen A. Martin

Director, Exempt Organizations

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

## Luther Martin Evangelistic Association

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Profit and Loss by Month January - December 2024

	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024	JUL 2024
Income							
Total Income							
Ехрелses							
Advertising & Marketing		20.16	122.48	62.24	57.60	86.46	60.34
Bank Charges & Fees	480.95	516.95	156.95	332.89	253.88	315.91	324.90
Dues & Subscription	103.45	54.45	54,45	145.38	134.33	89.41	195.65
Gas & Fuel	48.33	96.73	344.07	739.77	174.77	368.70	281.20
Insurance	1,118.98	1,118.98	1,159.10	1,969.69	1,945.53	1,761.78	1,854.1
Interest Paid	2.47	6.54	0.50	1.45		0.95	1.6
Job Supplies	630.00	400.00	120.00	4,035.92	7,777.00	9,336.00	4,890.0
Legal & Professional Services		220.00					
Meals & Entertainment	95.74	166-29	393.52	869.50	1,690.51	674.00	203.7
Office Supplies	774.68	471.22	313.59	617.27	1,183.09	3,142.85	2,091.8
Parking & Tolls		61.67					
Rent & Lease	2,918.25	6,302.62	2,950.00	7,800.00	15,319.00	9,240.12	11,250.0
Repairs & Maintenance					621.15	993.82	
Software & Apps	24.61	49.14	29.08	198.24	228.71	273.49	487.1
Travel		3,369.40	440.69	5,601.09	6,771.23	7,694.86	1,674.3
Uncategorized Expense	7,864.83	11,467,24	2,296.94	12,746.96	13,590.35	11,544.53	10,010.0
Unifrom	214.92	106.12	95.83	239.60			262.0
Utilities	1,779.25			283.53	631.35		2,046.1
Vehicle	130.00	145.00	1,074.51	1,926.73	2,475.05	1,141.33	983.0
Waste Management						174.89	
Total Expenses	\$16,186.46	\$24,572.51	\$9,551.71	\$37,570.26	\$52,853.55	\$46,839.10	\$36,616.1
NET OPERATING INCOME	\$ -16,186.46	\$ -24,572.51	\$ -9,551.71	\$ -37,570.26	\$ -52,853.55	\$ -46,839.10	\$ -36,616.1
NETINCOME	\$ -16,186.46	\$ -24,572.51	\$ -9,551.71	\$ -37,570.26	\$ -52,853.55	\$-46,839.10	\$-36,616.1

# Luther Martin Evangelistic Association

Profit and Loss by Month January - December 2024

	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	TOTAL
Ілсоте						
Total Income						\$0.00
Expenses						
Advertising & Marketing	55,78	55.78	84.58	1,327.02	263.44	\$2,195.88
Bank Charges & Fees	1,063.20	1,231.65	1,223.88	653.40	631.29	\$7,185.85
Dues & Subscription	121.73	144.19	255.45	203.48	263.72	\$1,765.69
Gas & Fuel	89.50	52.76	352.14	981.93	450.52	\$3,980.48
Insurance	1,372.43	1,402.02	1,725.17	2,569.32	2,980.22	\$20,977.38
Interest Pald		14.92	8.21		0.07	\$36.80
Job Supplies	1,730.00	3,390.00	802.00	4,410.00	500.00	\$38,020.92
Legal & Professional Services			0.14	62.84	3,108.76	\$3,391.74
Meals & Entertainment	155.57	85.56	910.09	333.56	1,473.55	\$7,051.59
Office Supplies	196.97	422.25	882.15	2,390.38	1,688.28	\$14,174.57
Parking & Tolls						\$61.67
Rent & Lease	14,971.62	6,178.52	8,496.30	18,175.76	12,527.43	\$116,129.62
Repairs & Malntenance		1,156.50				\$2,771.47
Software & Apps	214.48	47.42	469.37	497.48	696.48	\$3,215.61
Travel	2,316,64	1,892.09	600.35	657.62	4,075.42	\$35,093.71
Uncategorized Expense	21,413.20	13,510.25	43,836.28	32,139.48	54,659.73	\$235,079.79
Unifrom	305.46		320.12	156.38	144.84	\$1,845.33
Utilities	6,812.29	5,981.48	3,840.56	7,161.74	4,722.48	\$33,258.78
Vehicle	1,317.72	565.98	2,285.71	5,095.55	2,841.50	\$19,982.08
Waste Management			442.62		923.66	\$1,541.17
Total Expenses	\$52,136.59	\$36,131.37	\$66,535.12	\$76,815.94	\$91,951.39	\$547,760.11
NET OPERATING INCOME	\$ -52,136.59	\$-36,131.37	\$ -66,535.12	\$ -76,815.94	\$-91,951.39	\$ -547,760.11
NET INCOME	\$-52,136.59	\$-36,131.37	\$-66,535.12	\$ -76,815.94	\$-91,951.39	\$-547,760.11

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# Mississippi Offender Reentry Experience

Profit and Loss by Tag Group January - December 2023

	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	TOTAL
Revenue													
Donations		5,000.00	5,000.00										\$10,000,00
State of Mississippi Revenue	16,659.35	2,505.00	74,294.72	10,749.40	3,056.81	1,434.00	4,875.00						\$113,574,28
Total Revenue	\$16,659.35	\$7,505.00	\$79,294.72	\$10,740.40	\$3,056.81	\$1,434.00	\$4,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,574.28
GROSS PROFIT	\$16,659.35	\$7,505.00	\$79,294.72	\$10,749.40	\$3,056.81	\$1,434.00	\$4,875.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$123,574.28
Expenditures													
Advertising & marketing	560,34	236.26	768.88	2,360.40	260,81		282.20						\$4,468.89
Clothing			31.08	11000 10	200101								\$31.08
Contract Labor	430.00	850.00	01100										\$1,280.00
dues	39.98	39.98											\$79.96
Early Departure Fees	6,175.36	3,417.16	5,426.43										\$15,018 95
Equipment Rental	0,113.00	0,411.10	0,420.40	161.52									\$161.52
Groceries	1,064.23		142.94	101.52									\$107.52
Honorarium	1,004 23	442.00	925.00	360.00									
	492.30	1,369.90	2,532.99	408.01									\$1,747.00
Insurance		1,175.00	2,350.00	536.67									\$4,803.20
Liability insurance	1,175.00												\$5,236.67
Total Insurance	1,667.30	2,544.90	4,882.99	944.68									\$10,039.87
Interest paid		1.32											\$1.32
Internet	117.00		117.00										\$234.00
Meals		24-11		16.00									\$40.11
Occupancy													\$0.00
Rent	2,000.00		4,100.00	2,000.00									\$8,100.00
Utilities	2,302.80	6,891.68	10,828.96	862.27	3,428 45	255.55	993.73						\$25,563.44
Total Occupancy	4,302.80	8,891.68	14,928.96	2,862.27	3,428.45	255.55	993.73						\$33,663.44
Office expenses													\$0.00
Bank fees & service charges		315.24	43.42	36 37									\$395.03
Office supplies	36.54	150.75	101.44	178.09									\$466.82
Small tools & equipment	001011	100.10		109.36									\$109.36
Software & apps	452.96	634.84	492.96	492.96	492,96	87.85	12,96						\$2,667.49
Total Office expenses	489.50	1,100.83	637.82	816.78	492.96	87.85	12.96						\$3,638.70
	-100100	1,100.00	007.02			07.00	12.00						
Outreach				3,650.00	565.00								\$4,215.00
Payroll expenses													\$0.00
Health insurance & accident plans	1,702.88	1,702,88	1,819.26	1,819.26	1,342.21	1,342,21	1,342.21						\$11,070,91
Payroli Wage Expenses	9,549.57	10,736.00	11,638.41	11,592,09	5,796.04								\$49,312,11
Total Payroll expenses	11,252.45	12,438.88	13,457.67	13,411.35	7,138.25	1,342.21	1,342.21						\$60,383.02
Pex Card Residents	7,416.00	12,654.00	5,665.00	1,237.67	582.12								\$27,554.79
Repairs & maintenance	400.00	688,50	203,40										\$1,291,90
Split Reimbursements	362.81	1,667.41	629.85	55.00									\$2,715.07
Supplies	592.84	195.36	659.92	916.07									\$2,364.19
Supplies & materials		260-11	299.74	1,743.49	300.00								\$2,603.34
Total Supplies	592.84	455.47	959.66	2,659.56	300.00								\$4,967.53
Travel	154.00	247.00	240.20										\$641.20
Vehicle rental	/01.00				222.44								\$222.44
Total Travel	154.00	247.00	240.20		222.44								\$863.64
	101.00		E-70460										
Uncategorized Expense					60.00								\$60.00
Total Expenditures	\$35,024.61	\$43,699.50	\$49,016.88	\$28,555.23	\$13,050.03	\$1,685.61	\$2,631.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$173,662.96
NET OPERATING REVENUE	\$-18,365.26	\$ -36,194.50	\$30,277.84	\$ -17,805.83	\$-9,993.22	\$-251.61	\$2,243.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -50,088.68
Other Expenditures													
Vehicle expenses		838.00	2,545.60										\$3,383,60
Vehicle gas & fuel	541.64	1,554,72	2,374.95	1,059.54									\$5,530.85
Vehicle registration			69.85										\$69.85
Vehicle repairs	1,000.00		4,455.60	1,559 39									\$7,014.99
Total Vehicle expenses	1,541.64	2,392.72	9,446.00	2,618.93									\$15,999.29
Total Other Expenditures	\$1,541.64	\$2,392.72	\$9,446.00	\$2,618.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,999.29
					-	-							
NET OTHER REVENUE	\$ -1,541.64	\$ -2,392.72	\$ -9,446.00	\$ -2,618.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -15,999.29
NET REVENUE	\$ -19,906.90	\$ -38,587.22	\$20,831.84	\$ -20,424.76	\$-9,993.22	\$-251.61	\$2,243.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -68,087.97

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# Mississippi Offender Reentry Experience

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Statement of Financial Position

As of December 1, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	0.00
FREE BUSINESS CKING (0888) - 1	86.0
FREE BUSINESS CKING (5863) - 1	3,163.43
QuickBooks Checking Account	530.83 2,629.45
VALUEPLUS BUSINESS (3599) - 1	2,629.43 3,929.78
VALUEPLUS BUSINESS (7622) - 1	\$10,263.17
Total Bank Accounts	\$10,203.17
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Payments to deposit	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$10,263.17
Fixed Assets	
Bus	5,000.00
Bus 2	25,000.00
Fixed Asset - Phones	2,705.65
Van 3	3,500.00
Total Fixed Assets	\$36,205.65
TOTAL ASSETS	\$46,468.82
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Resident Payable	227,445.69
Total Other Current Liabilities	\$227,445.69
Total Current Liabilities	\$227,445.69
Total Liabilities	\$227,445.69
Equity	
Reconciliation Adjustments	21,331.97
Retained Earnings	-136,220.87
Net Revenue	-66,087.97
Total Equity	\$ -180,976.87
TOTAL LIABILITIES AND EQUITY	\$46,468.82

# **Bid Opening Non-Substantive Evaluation**

Name/Number of IFB: 3160007102
Name of Vendor: New Way Mississippi Inc.
Date/Time Received: 01/17/2025 C11:02 a.m.
Date/Time of Bid Opening: January 22,2025 @2p.m.
Pass or Fail: Pass

Requirement	Yes/No	Comments
Was the bid received by the	yes	
deadline?	900	
Are there two original bids and one copy of the bid?	yes	
Is the bid cover sheet (Attachment A) included and filled out completely?	Yes	
Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?	No	Missing Amendment#2 Bid was submitted prior to issued Amendment
Are there at least three (3) legible references included on Attachment E?	No	3rd ref. missing date of service
Is the Certifications and Assurances (Attachment C) included and completed with a wet signature?	Yes	
Are all amendment acknowledgments included and completed?	No	Missing Amendment #2
Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid?	yes	
Has bidder been in business and providing services similar in requirements and scale for a minimum of one (1) year?	Yes	
Is bidder qualified to do business in Mississippi as evidenced by registration with the MS SOS?	yes	
Is bidder responsive (paragraph 4.1.2.1 of IFB)?	yes Jes	
Is bidder responsible (paragraph 4.2 of IFB)?	Jes	Pending reference Checks

New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

#### ATTACHMENT B

#### **BID FORM**

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

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

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;

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- 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)80Maximum Rate Per Bed Per Day is \$20.00x

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

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

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

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

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

Company Name:

New Way Mississippi, Inc.

Printed Name of Representative:

Date:

January 22, 2025

Signature:

reptus

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

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission DeadlineJ	fanuary 22, 2025
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Anticipated Bid Opening Date.....January 22, 2025

Anticipated Notice of Intent to Award Date MDOC.....January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

# Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged:	(signature) Lany Pentity
Name (Print): Larry Perry	Date: 1-23-2025
Company: New Way Mississippi	_Title:CEO

#### ATTACHMENT E

#### REFERENCES

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

#### **REFERENCE 1:**

Name of company: Gateway Rescue Mission, Inc
Dates of Service: 2004-present
Contact Person: Rex Baker Title: Executive Director
Address: 328 S Gallatin St, Jackson, MS 39203
Telephone Number: 601-353-5864
Cell Phone: 601-594-3730
Email: info@gatewaymission.org
Alternative Contact Person (optional):
Telephone Number
Cell Number:
E-mail:

#### **REFERENCE 2:**

 Name of Company:
 Central Mississippi Continuum of Care

 Date of Service:
 2022-Present

 Contact Person:
 Melvin Stamps

 Title:
 Dir of Planning

 Address:
 1230 Raymond Rd, Jackson, MS 39204

 Telephone Number:
 601-969-1895

 Cell Phone:
 601-699-7326

 Email:
 mstamps@centralmscoc.org

 Alternative Contact Person (optional):

 Telephone Number

 Cell Number:

 E-mail:

#### **REFERENCE 3:**

 Name of Company:
 Marvelous Works

 Date of Service:
 2010-Present

 Contact Person:
 Betty Tyler

 Address:
 531 W Capitol St\_Jackson, MS 39203

 Telephone Number:
 601-927-2961

 Cell Phone:
 601 949-9955

 Email:
 bityler@bellsouth.net

 Alternative Contact Person (optional):

# ATTACHMENT A

# BID COVER SHEET

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

Name of Company: New Way Mississippi, Inc.
Quoted By: Larry Perry
Signature: Jahren Artig
Address:PO Box 24404
City/State/Zip: Jackson, MS 39225
Telephone:601-506-4271
Fax Number:769-257-6638
E-Mail Address: prhodes@newwaymiss.com

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

Signature and Submission of Amendment 1 are required with your IFB.

Name (Print)

Date CED Title

Company

#### New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

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

contract for services pursuant to this IFB: La myPerry 6 01506-4271

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

What year was your company started? \_\_\_\_\_1998

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

<u>New Way Mississippi has been in business for 25 years.</u> We have provided transitional housing and supportive services in partnership with the Mississippi Department of Corrections since 2014 which will be 10 years by the time this IFB becomes effective in 2024.

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

Home Office:	6510 Cole Rd, Ridgeland MS 39157
Principle place of business:	916 Inge Street, Jackson MS 39203
Mailing Address:	PO Box 24404, Jackson MS 39225
Place of Incorporation:	1896 North Frontage Rd, Clinton MS 39056

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

The facility addresses are as follows: 916 Inge Street Jackson MS 39203\_(26 beds) 836 Medical Plaza Jackson MS 39204\_(16 beds) 4450 Bullard St Jackson MS 39209 (7beds) 1218 Macon St Jackson MS 39203 (3 beds) 1711 Saint Charles St Jackson MS 39203 (8 beds) 1072 Simpson HWY 149 Magee MS 39114 (20). We do not have housing for registered sex offenders.\_\_\_\_\_

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. NO the company is not for sale

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

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. <u>Annual Secretary of State Certification. Internal Revenue Tax Exempt Status.</u>

New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

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

In 2023 we served 240 Transitional Housing clients and in 2024 we served 231 Transitional housing clients.

What is the largest customer your company has provided Transitional Housing Services for in the past two years? <u>Mississippi Department of Corrections</u>

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

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

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

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

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

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

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

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

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

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

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#### New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

#### ATTACHMENT B

#### **BID FORM**

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

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

1. All required equipment/material;

2. All required insurance;

3. All required overhead;

4. All required profit;

5. All required vehicles;

6. All required fuel and mileage;

7. All required labor and supervision;

8. All required business and professional certifications, licenses, permits, or fees; and,

9. Any and all other costs.

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

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

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

Bid calculation = Total Beds x Rate per Bed x 365 = 5584,000.00\*Offerors may offer an amount less than \$20.00 per day per bed.

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

Amendment Number	Date
1	1-3-2025
	1-3-2025

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

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

Company Name:

New Way Mississippi, Inc.

Printed Name of Representative:

Date:

January 17, 2025

Signature:

Lanny Petrony

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

#### 1. REPRESENTATION REGARDING CONTINGENT FEES

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

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Bidder further represents that no employee or former employee of Mississippi Department of Corrections has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

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

#### 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.

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Name: Larry D. Perry

Title: Chief Executive Officer

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.

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

Company Name: New Way Mississippi, Inc.

Perun

Printed Name of Representative: Larry Perr

Date: January 17. 2025

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

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

#### **REFERENCE 1:**

Name of company: <u>Gateway Rescue Mission, Inc</u> Dates of Service: <u>2004-present</u> Contact Person: <u>Rex Baker</u> Title: <u>Executive Director</u> Address: <u>328 S Gallatin St, Jackson, MS 39203</u> Telephone Number: <u>601-353-5864</u> Cell Phone: <u>601-594-3730</u> Email: <u>info@gatewaymission.org</u> Alternative Contact Person (optional): Telephone Number Cell Number: E-mail:

#### **REFERENCE 2:**

 Name of Company:
 Central Mississippi Continuum of Care

 Date of Service:
 2022-Present

 Contact Person:
 Melvin Stamps

 Title:
 Dir of Planning

 Address:
 1230 Raymond Rd, Jackson, MS 39204

 Telephone Number:
 601-969-1895

 Cell Phone:
 601-699-7326

 Email:
 mstamps@centralmscoc.org

 Alternative Contact Person (optional):

 Telephone Number

 Cell Number:

 E-mail:

#### **REFERENCE 3:**

#### ATTACHMENT F

#### **References Score Sheet**

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

## TO BE COMPLETED BY MDOC STAFF ONLY

**Company Name:** 

**Reference Name:** 

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

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

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

#### Score: Pass/Fail

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

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:

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Called by:		
Signature	Title	Date

÷

#### ATTACHMENT G

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

- <u>Acknowledgement of Amendments</u>: 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.
- <u>Applicable Law:</u> The contract shall be governed by and construed in accordance with the laws
  of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with
  respect thereto shall be brought in the courts of the Mississippi.
- <u>Approval</u>: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. <u>Availability of Funds</u>: It is expressly understood and agreed that the obligation of the MDOC to proceed under the agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the agreement without damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Contractor, or competitor for the purpose of restricting competition.
- 6. <u>Compliance with Equal Opportunity in Employment Policy</u>: Contractors understand that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
- 7. <u>Compliance with Laws</u>: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or modified.
- 8. Contract Rights: Contract rights do not vest in any party until a contract is legally executed.

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

- 9. <u>E-Payment:</u> Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 10. <u>E-Verification</u>: If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

- a. termination of the contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- c. both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.
- 11. <u>Expenses Incurred In the Procurement Process</u>: All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board of Personal Service Contract Review Rules and Regulations*.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
  - a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.
  - b. Comprehensive General or Commercial Liability at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.
  - c. Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.
  - d. **Commercial General Liability** insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.
    - i. Bodily Injury/Death: \$1,000,000.00 per occurrence limit for any single claimant; and

\$2,000,000.00 per occurrence limit for multiple claimants.

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

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

#### Additionally:

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

aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.

- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. <u>Minor Informalities and Irregularities</u>: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor for the MDOC to properly evaluate the offer the MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. Contractor's Representation Regarding Contingent Fees: By responding to the solicitation, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. <u>Paymode:</u> Payments by MDOC using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. <u>Procurement Regulations</u>: 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 (<u>www.dfa.ms.gov</u>). 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. <u>Property Rights</u>: 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. <u>Renewal of Contract:</u> Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two

(2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.

- 19. <u>Representation Regarding Gratuities:</u> 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. <u>Required Public Records and Transparency:</u> 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 <u>www.transparency.ms.gov</u> 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. <u>Stop Work Order:</u> 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

- Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. <u>Antitrust:</u> By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. <u>Attorney's Fees and Expenses:</u> 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. <u>Authority to Contract</u>: 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. <u>Change in Scope of Work:</u> 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. <u>Confidentiality</u>: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. <u>Contractor Personnel</u>: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. <u>Copyrights</u>: 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. <u>Exceptions to Confidential Information</u>: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - f. is disclosed with the disclosing party's prior written consent.
- 14. <u>Errors in Extension</u>: If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver</u>: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. <u>Failure to Enforce:</u> Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. <u>Final Payment:</u> Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically

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

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

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

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

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

- 23. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 24. 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. <u>Modification or Renegotiation</u>: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
- 27. <u>Notices:</u> All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

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

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

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

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

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

- 37. <u>Right to Inspect Facility:</u> The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
- 38. <u>Severability</u>: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 39. <u>State Property:</u> Contractor will be responsible for the proper custody and care of any stateowned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
- 40. <u>Third Party Action Notification</u>: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
- 41. <u>Unsatisfactory Work:</u> If, at any time during the contract term, the service performed or work done by Contractor is considered by the MDOC to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
- 42. <u>Waiver:</u> 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.

Secti	ocurement on and Page Number	Original Language	Requested Change/Exception	MDOC Decision
1.				
2.				
3.				
4.				
5.				

## Facility Locations Vendor: New Way Mississippi, Inc.

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

Total number of beds listed for this project: 80

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

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

## PICTURES & FACILITY LOCATIONS



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



916 Inge St Jackson, MS 39203 Bedroom



- 1

1072 Simpson HWY 49 Magee, MS 39114

Facility Location (20beds)



4450 Bullard St Jackson, MS 39209

Facility Location (7beds)



1711 Saint Charles St Jackson, MS 39203

Facility Location (8 beds)



836 Medical Plaza Jackson, MS 39204

Facility Location (16 beds)

DEPARTMENT OF THE TREASUR!

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

Date: - 1 E

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

#### Dear Applicant:

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

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

Publication 557, Pax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (E00) 829-3676. Information is also available on our Internet Web Site at yww.rrs.gov.

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

Please keep this letter in your permanent records.

#### Sincerely yours

المعادلة. الإيصاري ويعاد وأحياساته

Lois G. Lerner Director, Exempt Organizations Rulings and Agreements



## STATE OF MISSISSIPPI

## CERTIFICATE OF REGISTRATION

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

NEW WAY MISSISSIPPI, INC. File Number: 100016843

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

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

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

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

fidral Watson

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

Name/Number of IFB: Transitional Honsing Services 3160007102
Name of Vendor: Crossroads Outreach Ministries
Date/Time Received: 01 21 2025 @ 10:22 2.m.
Date/Time of Bid Opening: January 22, 2025 @ 2 p.m.
Pass or Fail: Pass

Requirement	Yes/No	Comments
Was the bid received by the	yes	
deadline?	Jee	
Are there two original bids and one copy of the bid?	yes	
Is the bid cover sheet		
(Attachment A) included and	Yes	
filled out completely?		
Is the bid form (Attachment		missing agentications
B) included, filled out	No	missing Actnowledgment
completely with the pricing,		H-T
and a wet signature?		
Are there at least three (3)	100	
legible references included on	Yes	
Attachment E?		
Is the Certifications and	Yes	
Assurances (Attachment C)	yes	
included and completed with		
a wet signature?		
Are all amendment	NO	missing signed
acknowledgments included		Amenament #1
and completed?		
Is Acknowledgment of bid as public record (Attachment D)	No	need to select an
included and completed? If	•	Option
applicable, is there a redacted		01.001
copy of the bid?		
Has bidder been in business	. 1	
and providing services	yes	
similar in requirements and	$\sim$	
scale for a minimum of one		
(1) year?		
Is bidder qualified to do	Ves	
business in Mississippi as	, ,	
evidenced by registration	v	
with the MS SOS?	,	
Is bidder responsive	Ves	
(paragraph 4.1.2.1 of IFB)?	0	
Is bidder responsible	Ves to	pending reference
(paragraph 4.2 of IFB)?	V	Checks

#### ATTACHMENT F

#### **References Score Sheet**

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

#### TO BE COMPLETED BY MDOC STAFF ONLY

# Company Name: Arossrends

## **Reference Name:**

Mississippi Department of corrections

Person Contacted, Title/Position: Deficer Cecil Lort/ Associate Director - Community currections

## Date/Time Contacted:

1/23/25 @ 12.29pm

## Service From/To Dates:

2014 - Present

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

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

## Score: Pass/Fail

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

Page 40 of 57

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

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Called by: <u>Juncen R. Houges</u> Signature <u>frozect</u> Nurrogement Team Leader <u>1/23/25</u> Title Date

Page **41** of **57** 

### ATTACHMENT F

#### **References Score Sheet**

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

#### TO BE COMPLETED BY MDOC STAFF ONLY

# Company Name; Cruss Roord S

Reference Name: Vita Core HS

# Person Contacted, Title/Position:

Date/Time Contacted: 1/23/25 @ 1234/ρm

# Service From/To Dates:

2017 D Present

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

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

#### Score: Pass/Fail

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

Page 40 of 57

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

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Called by:		
Signature	Title	Date

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# ATTACHMENT F

#### **References Score Sheet**

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

### TO BE COMPLETED BY MDOC STAFF ONLY

# Company Name:

**Reference Name:** The Net Counseling and Mentoning the Wet Date A Service

Person Contacted, Title/Position: Cathy Walters / fresedent She is one of her Subcontractors

Date/Time Contacted: 1/23/25 @ 12:33 pm

# Service From/To Dates: 2619 10 Present

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

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

#### Score: Pass/Fail

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

Page 40 of 57

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

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Called by:		11-12-5
Called by: <u>funcess R. Houses</u> Signature	Title	Date

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### ATTACHMENT F

#### **References Score Sheet**

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

#### TO BE COMPLETED BY MDOC STAFF ONLY

# Company Name: Crossroads

# **Reference Name:**

Mississippi Department of corrections

# Person Contacted, Title/Position:

- left messore

Date/Time Contacted: 1/23/25 € 12:22 pm

# Service From/To Dates: 2015 - Present

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

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

Page 40 of 57

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

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Called by:		
Signature	Title	Date

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#### ATTACHMENT F

#### **References Score Sheet**

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

# TO BE COMPLETED BY MDOC STAFF ONLY

# Company Name: Cross rocal S

Mississippi Deportment of Currections

Person Contacted, Title/Position: Madisha Clarle / Community corrections Program Specialist I

# Date/Time Contacted:

1123125 # 12:24 PM	lup messego
100103 2 10101	11 11 0

### Service From/To Dates:

2015 - Present

	$\cap$	
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 $\checkmark$ .)	Yes	No
Would you enter into a contract with them again?	(Yes)	No
Would you recommend them?	(Yes)	No

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

Score: Pass/Fail

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

Page 40 of 57

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

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Called by: Trunces f. Hayes 1123125 Signature Title Date



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### ATTACHMENT B

# **BID FORM**

Company	Contact Person	Telephone Number	
Marshad Ministrice	Vick. Ornorwy	601-940-5417	

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

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

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

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

Total Beds Currently Available (minimum is 10 beds)		25
Maximum Rate Per Bed Per Day is \$20.00	х	20 *
Bid calculation = Total Beds x Rate per Bed x 365	=	\$ 182,500
*Offerors may offer an amount less than \$20.00 per day per bed.		

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

	Amendment Number	Date
1	# RFx 316 000 7102	1-22-25
#2	* RFx 316000 7102	1-17-25

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

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

Company Name: Crossroade Monistries

Page 30 of 57

Printed Name of Representative:	Vicki	DeMoney	
Date: 1-22-25			
Signature: Vraki C	e mon	nug	

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

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

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

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

Before admission, we do require each woman to acknowledge:

1. Crossroads is a Christian Faith Based Recovery organization.

2. She is committing to stay at Crossroads for the entire prescribed treatment period 120 days. (With the option to stay in our After Care as needed.)

3. She will abide by the House Guidelines of Crossroads Ministries.

4. She will attend and actively participate in all curriculum courses offered by Crossroads Ministries, including weekly Church services.

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

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

# **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: (sign	nature) VICD De Money		
Name (Print)	<u>し- 22 - 23</u> Date		
Crossrocop Ministries	Executive alector		

Company

Title

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission DeadlineJanuary 22, 2025
---

Anticipated Bid Opening Date.....January 22, 2025

Anticipated Notice of Intent to Award Date MDOC.....January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

# Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged:	(signature) Vick Orwoney
Name (Print): Vick DeMoney	Date: 1-22-25
Company: Crossroads Outrarel	Title: Excustive Deletor
Numetria, Dr. c	

### 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.

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

Company Name: Crossroads Outpeach Ministries, Inc
Printed Name of Representative: <u>Vicki DeMoney</u>
Date: 1 - 22.25
Signature: Victo Dimonip

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



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

Dear Sirs,

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

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

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

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

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

Sincerely,

Victor Olhoney Vicki DeMoney

Vicki DeMoney Executive Director

#### ATTACHMENT A

#### **BID COVER SHEET**

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

#### PLEASE MARK YOUR ENVELOPE:

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

Name of Company: Crossroads Outreach Ministries

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

Signature: Vicbi Ormoney

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

Address: Home Office Administration – Crossroads Ministries, 123 Watford Parkway, Canton MS 39046

**Telephone:** 601-940-5417

Fax Number: N/A

E-Mail Address: vicki@crossroadsms.org

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

Vicki DeMoney, Executive Director, 601-940-5417

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

What year was your company started? 2008

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

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

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

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

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

#### N/A

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

#### N/A

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

Yes, see attached Mississippi Registration Certificate.

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

#### N/A

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

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

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

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

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

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

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

Before admission, we do require each woman to acknowledge:

1. Crossroads is a Christian Faith Based Recovery organization.

2. She is committing to stay at Crossroads for the entire prescribed treatment period 120 days. (With the option to stay in our After Care as needed.)

3. She will abide by the House Guidelines of Crossroads Ministries.

4. She will attend and actively participate in all curriculum courses offered by Crossroads Ministries, including weekly Church services.

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

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

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

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

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

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

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

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

1. Numerous Bible Studies that vary over time, by multiple Teachers.

2. Pastoral Care by several Community Pastor including individual counseling.

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

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

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

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

Major obligations of the women include Prohibitions against:

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

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

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

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

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

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

Below is a short Bio of our Executive Director.

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

#### Bio

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

#### Education

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

### Experience

1983-1995

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

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

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

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

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- Chelia Thompson, Smart Start, Holmes Community College
- Jan Martin, Broadmoor Baptist Church, Bible Study
- Mark Sandridge, Madison County Sheriffs office, Effects of Drug

# ATTACHMENT B BID FORM

Company	<b>Contact Person</b>	Telephone Number
Crossroads Outreach Ministries	Vicki DeMoney, Executive Dir.	601-940-5417
Describe any specific services whic		th any specialized experience,
certification, and/or education of y Please see above Description in .	•	
	1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 - 1000 -	
The pricing quoted shall be inclu	usive of, but not limited to the	following:
1. All required equipment/mater		
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 superv		
	ofessional certifications, licens	es, permits, or fees; and,
9. Any and all other costs.		
All pricing for Transitional Hou	using Services should include	all associated costs for the
items with no additional or hidde		
Total Beds Currently Available		25
Maximum Rate Per Bed Per Day		\$20
Bid Calculation = Total Beds x R	ate per Bed x 365	\$182,500

(a)

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

Amendment Number	Date
#2 RFx3160007102	Jan 17, 2025

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

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

**Company Name: Crossroads Outreach Ministries.** 

# Printed Name of Representative: Vicki DeMoney

Date: 1-20-2025 Signature: Victor Demoney

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

#### ATTACHMENT C

#### CERTIFICATIONS AND ASSURANCES

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

#### 1. **REPRESENTATION REGARDING CONTINGENT FEES**

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

#### 2. REPRESENTATION REGARDING GRATUITIES

Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Department of Corrections a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Bidder further represents that no employee or former employee of Mississippi Department of Corrections has or is soliciting, demanding, accepting, or agreeing to accept 'a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by bidder. Bidder further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

#### 3. NON-DEBARMENT

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

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

#### 4. INDEPENDENT PRICE DETERMINATION

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

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

### Name: Vicki DeMoney

Title: Executive Director

Signature: _	Vicki Demoney	-
Date:	- 20 - 2025	_

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

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

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

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

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

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

#### **Company Name: Crossroads Outreach Minitries**

#### Printed Name of Representative: Vicki DeMoney

Date:	1-20-2025	
Signature:	Viebi Ormoney	

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

#### ATTACHMENT E REFERENCES

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

#### **Reference 1**

Name of Company: Mississippi Department of Correction Date of Service: November 2015 to present Contact Person: Gwen McClinton Address: 3794 MS-468 City/State/Zip: Pearl, MS 39208 Telephone Number: 601-936-7216 Cell Number:601-421-1611 E-Mail <u>GMcClinton@mdoc.state.ms.us</u> Alternative Contact Person (optional) Telephone Number: Cell Number: E-Mail\_

#### **Reference 2**

Name of Company: Mississippi Department of Correction Date of Service: November 2015 to Current Contact: Kadisha Clark Address: 3390 North Liberty Street City/State/Zip: Canton, MS 39046 Telephone Number: 601-859-7106 Cell Number: 662-739-9008 E-Mail <u>KClark@mdoc.state.ms.ms.us</u> Alternative Contact Person (optional) Telephone Number:\_Cell Number: E-Mail

#### **Reference 3**

Name of Company: Mississippi Department of Correction Date of Service:2016 to currently Contact: Officer Cecil Lott Address: 660 North State Street, Suite 109 City/State/Zip: Jackson, MS 39208 Telephone Number: 769-798-3520 Cell Number: 769-798-8429 E-Mail <u>CLott@mdoc.state.ms.us</u>

Alternative Contact Person (optional) Telephone Number: Cell Number: E-Mail\_

### **Reference 4**

Name of Company: The Net Date of Service: 2019 to Current Contact Name: Cathy Walters Address: 113 Suncrest Place City/State/Zip: Brandon, MS 39047 Telephone Number: Cell Number: 601-201-3935 E-Mail: <u>cathy@thenetms.org</u> Alternative Contact Person (optional) Telephone Number: Cell Number: E-Mail\_

#### **Reference 5**

Name of Company: VitalCore HS Date of Service: 2017 to present Contact Name: Lula Hull Address: 803 South Wheatley Street City/State/Zip: Ridgeland, MS 39157 Telephone Number: 601-499-5660 Cell Number: 601-480-0018 E-Mail: <u>lhull@vitalcorehs.com</u> Alternative Contact Person (optional) Telephone Number:\_ Cell Number: E-Mail\_

# ATTACHMENT F

### **References Score Sheet**

# IFB RFx: 3160007102 IFB for Transitional Housing Services

# TO BE COMPEETED BY MDOC STAFF ONLY

**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.

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Notes:

Called by: Signatur Titl Dat e е е

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#### ATTACHMENT G

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

- <u>Acknowledgement of Amendments:</u> Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 2. <u>Applicable Law:</u> The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the Mississippi.
- 3. <u>Approval:</u> It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. <u>Availability of Funds</u>: It is expressly understood and agreed that the obligation of the MDOC to proceed under the agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the MDOC shall have the right upon 10 business days written notice to Contractor, to terminate the agreement without damage, penalty, cost or expenses to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 5. <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Contractor, or competitor for the purpose of restricting competition.
- 6. <u>Compliance with Equal Opportunity in Employment Policy</u>: Contractors understand that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
- 7. <u>Compliance with Laws:</u> Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and

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

- 8. <u>Contract Rights: Contract</u> rights do not vest in any party until a contract is legally executed. The MDOC is under no obligation to award a contract following issuance of this solicitation.
- 9. <u>E-Payment:</u> Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 10. <u>E-Verification</u>: If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

- a. termination of the contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations'.
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- c. both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.
- 11. Expenses Incurred In the Procurement Process: All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board of Personal Service Contract Review Rules and Regulations.
- 12. <u>Insurance</u>: Contractor requirement of the procurement should be the same in the contract as set in the IFB. The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance which shall include at a minimum, the following types and coverage limits:
- a. Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the

performance of scope of work.

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

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

#### Additionally:

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

shall maintain the required insurance coverage throughout the duration of the contract and all warranty periods. There are no provisions for exceptions to this requirement.

- Contractor shall not commence work under the contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and until the contract is terminated or expires.
- · Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the MDOC thirty (30) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13. <u>Minor Informalities and Irregularities:</u> 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 docs not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. <u>Contractor's Representation Regarding Contingent Fees</u>: By responding to the solicitation, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. Paymode: Payments by MDOC using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in

United States currency.

- 16. Procurement Regulations: This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Contractor responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 17. <u>Property Rights:</u> Property rights do not inure to any Contractor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.

18. <u>Renewal of Contract</u>: Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of two (2) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two.

- 19. <u>Representation Regarding Contingent Fees:</u> Contractor represents that it *has not* retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
- 20. <u>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.</u>
- 21. <u>Required Public Records and Transparency: Upon execution of a contract, the</u> 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 ofl983* 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. <u>Stop Work Order</u>: 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.

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

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

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

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

#### **ATTACHMENT H**

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

- 1. <u>Anti-Assignment/Subcontracting:</u> Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- 2. <u>Antitrust:</u> By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. <u>Attorney's Fees and Expenses:</u> 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. <u>Authority to Contract</u>: 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. <u>Change in Scope of Work:</u> 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. <u>Information Designated by Contractor as Confidential:</u> Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated

§§ 25-61-9 and 79-23-1. As provided in the contract, the personal services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest

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. <u>Confidentiality</u>: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. <u>Contractor Personnel:</u> The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. <u>Copyrights</u>: 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. <u>Failure to Enforce</u>: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.

17. <u>Final Payment:</u> Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination settlement under the contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State/MDOC arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in the contract, by state law, or otherwise expressly agreed to by the parties in the contract, final payment under the contract or settlement upon termination of the contract shall not constitute waiver of the State's claims against Contractor under the contract.

- 18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the MDOC immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 19. <u>HIPAA Compliance</u>: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under the contract.
- 20. 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 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 Statusi Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment

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.

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

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

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

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

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

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

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

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

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

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

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

#### ATTACHMENT I

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

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

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

Sect	rement ion and Page aber	Original Language	Requested Change/Exception	MDOC Decision
1	2.3.3 Page 6			
2.	2.3.5 page6	Bidder shall neither require nor request program participants to turn over,	Participants in our programs store their cash and other valuables in a safe, under the care of Crossroads management. Participants may access their property, but it is not left out, as it would be an easy enticement for others to steal.	
3.	2.3.11 Page 8	emergency power in place.	As stated above, we run homes, not institutions. We do have emergency lighting, flashlights, candles etc. in case of	

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

Fridays, and Saturday. Our	
Women while in Primary Care	
after they have been vetted	
may be eligible to work in the	
store as a reward for making	
progress in our Primary Care	
program. This allows the	¥-
women to earn confidence in	
dealing with people, and gives	
them valuable experience for	
future employment.	
2. We operate Crossroads Temp	
Services. Crossroads	£
Ministries can be hired to do	
specialized job lot work for	
small manufacturers, or we	
can be asked to do cleaning,	
from general office cleaning	
to Move In/Move Out deep	
cleaning for residential or	
commercial property. Again,	
all women are under	
supervision. The women are	
paid an hourly wage for their	
services by Crossroads	
Ministries for these jobs.	
3. Non payroll/compensation	
positions (House Monitor)	
4. Other part time, or full time	
staff positions as the Ministry	
has needs.	
	- K
The women that are placed in the	
above jobs have demonstrated	1.1
over extended periods of time	
their actions, and we have deemed	
them responsible to handle	
whatever duties we give to them.	
Furthermore, these practices are	
integral to the success Crossroads	
has demonstrated over the past 14	
years in keeping women from	
returning to prisons. We do not	
recognize any conflict of interest,	
and in fact see this as a fulfillment	
of our responsibilities to helping	
the women, as they serve as living	
examples to newer women	
entering the program that they too	
can recover and live a God filled	
life, including earning a living to	
support themselves and their	

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

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline.	January 22, 2025
Anticipated Bid Opening Date	January 22, 2025

Anticipated Notice of Intent to Award Date MDOC......January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

#### Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged:	(signature) Virbi Ormony
Name (Print): Vick DeMoney	Date: 1 - 20 · 2025
Company: Crooproads Ministrico	Title: Executive Director



# STATE OF MISSISSIPPI

# CERTIFICATE OF REGISTRATION

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

## CROSSROADS OUTREACH MINISTRIES, INC. File Number: 100017977

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

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

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

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

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# **Crossroads Outreach Ministries, Inc.**

#### Purpose

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

Filing Number:100017977Filing Status:Current - RegisteredInitial Date Filed:Expiration Date:05/15/2025Address

Post Office Box 3075 Ridgeland, MS 39158 Contact Information

Registered Name: Crossroads Outreach Ministries, Inc. Business Phone: 1-601-940-5417 Web Address: www.crossroadsms.org

# **Financial Information**

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

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

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

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Percent:

Fiscal Year: 12/31/2021		
	Amount:	
Total Revenue	\$ 447,720.00	
Total Expenses	\$ 335,365.00	
Program Services Expenses	\$ 256,331.00	

Program Services Expenses	\$ 256,331.00	76%
Fund Raising Expenses	\$ 0.00	0%
Administrative Expenses	\$ 79,034.00	24%
Other Expenses	\$ 0.00	

#### Fiscal Year: 12/31/2020

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

### Fiscal Year: 12/31/2019

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

### Fiscal Year: 12/31/2018

Amount:	Percent:
\$ 247,976.00	
\$ 243,312.00	
\$ 185,677.00	76%
\$ 5,107.00	2%
\$ 52,528.00	22%
\$ 0.00	
	\$ 247,976.00 \$ 243,312.00 \$ 185,677.00 \$ 5,107.00 \$ 52,528.00

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



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### Fiscal Year: 12/31/2016

	Amount:	Percent:
Total Revenue	\$ 173,876.00	
Total Expenses	\$ 157,841.00	
Program Services Expens	ses \$ 152,437.00	97%
Fund Raising Expenses	\$ 2,204.00	1%
Administrative Expenses	\$ 3,200.00	2%
Other Expenses	\$ 0.00	

-

# Fiscal Year: 12/31/2015

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

# Fiscal Year: 12/31/2014

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

### Fiscal Year: 12/31/2013

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

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

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

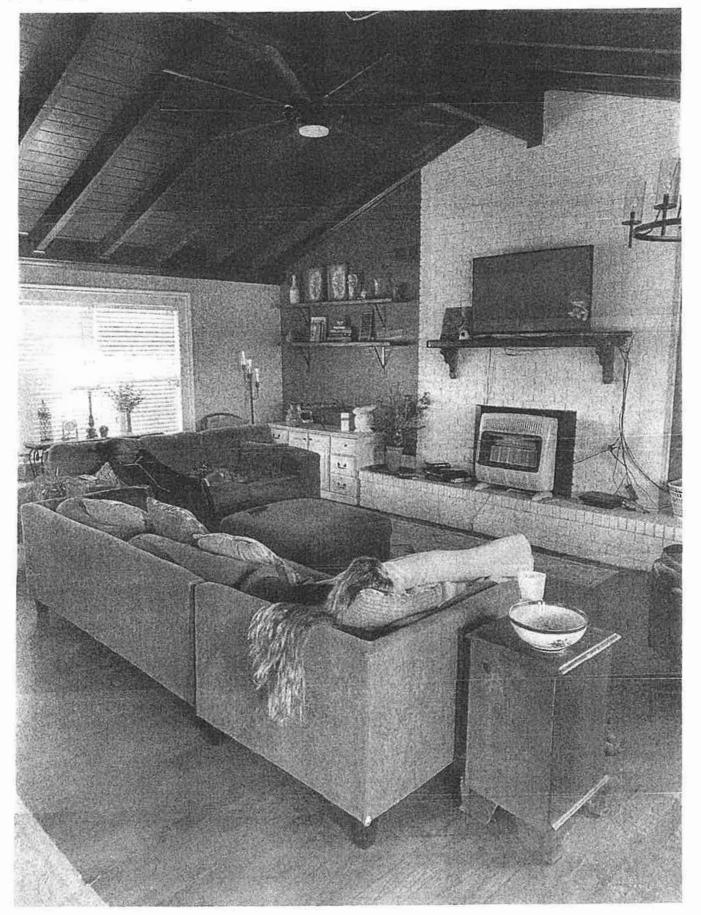
Fiscal Year: 12/31/2010		
	Amount:	Percent:
Total Revenue	\$ 29,894.00	
Total Expenses	\$ 28,292.00	
Program Services Expenses	\$ 3,217.00	11%
Fund Raising Expenses	\$ 0.00	0%
Administrative Expenses	\$ 25,075.00	88%
Other Expenses	\$ 0.00	0%

#### Crossroads Outreach Ministries properties with pictures:

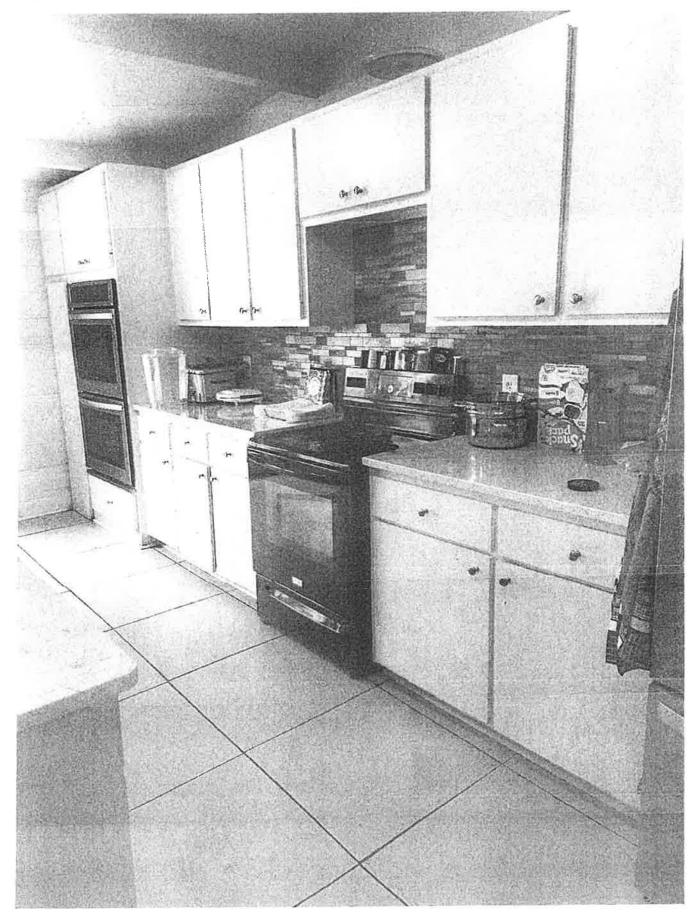
- 1. Primary Care (established 2008) 2353 Highway 51 Madison, MS 39110
- After Care (established 2015)
   3250 South Liberty Street
   Canton, MS 39046
- Independent Living (established 2021)
   522 East Dinkins Canton, MS 39046
- Independent Living (established 2021)
   238 Mimosa Street
   Canton,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



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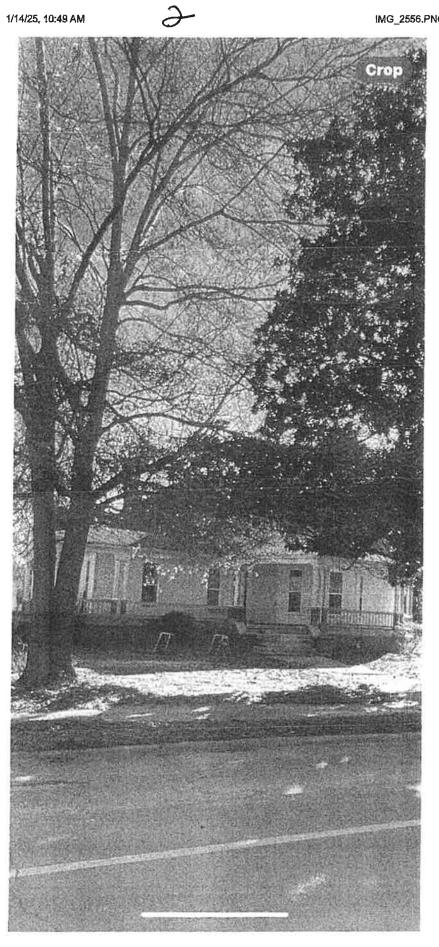
large kitchen Primary Care Home



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1/1

IMG\_2556.PNG

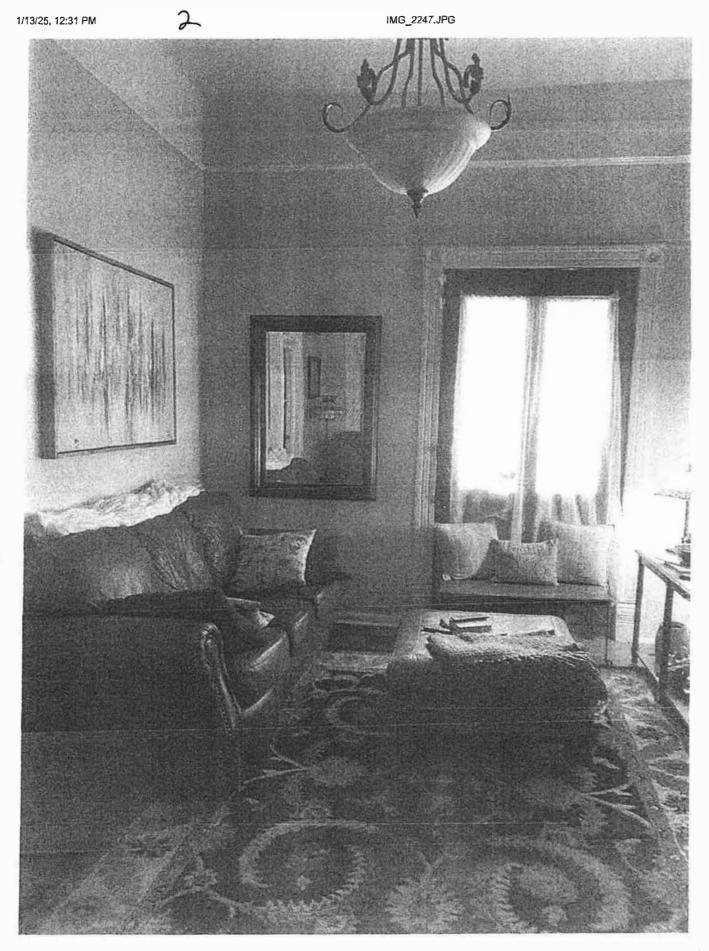


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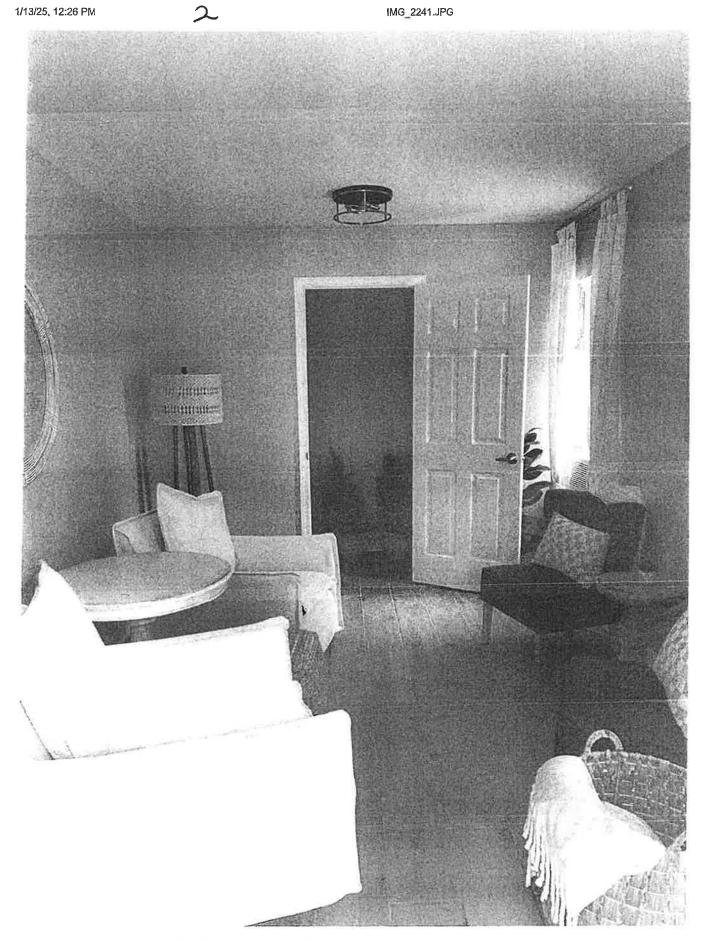
Copy of Victory Lane Canton Home (1) jpg



20



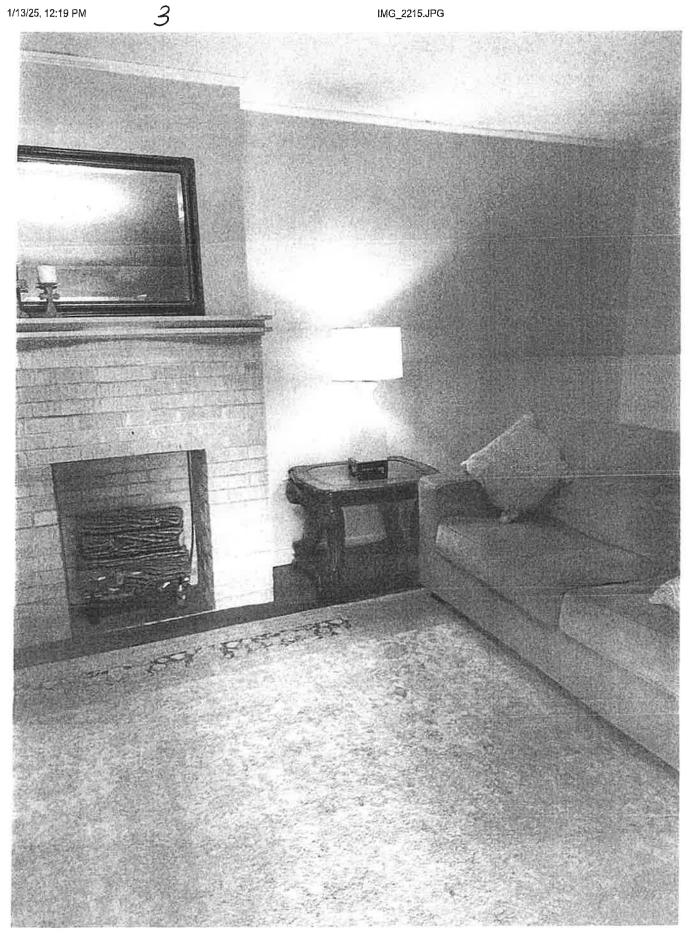
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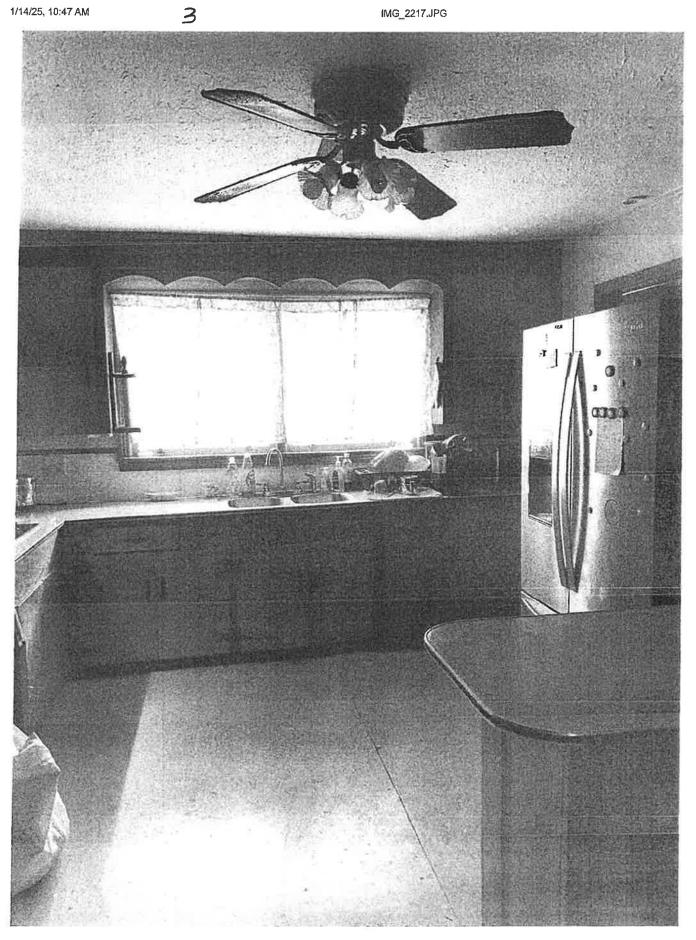


HOPE LIVES is our new 3<sup>rd</sup> home in Canton, designed for independent living. The 5 women who live here have proven they are ready to be on their own after completing both previous phases but either can't yet afford to be or is unable to find suitable housing. All bills are paid by the residents,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

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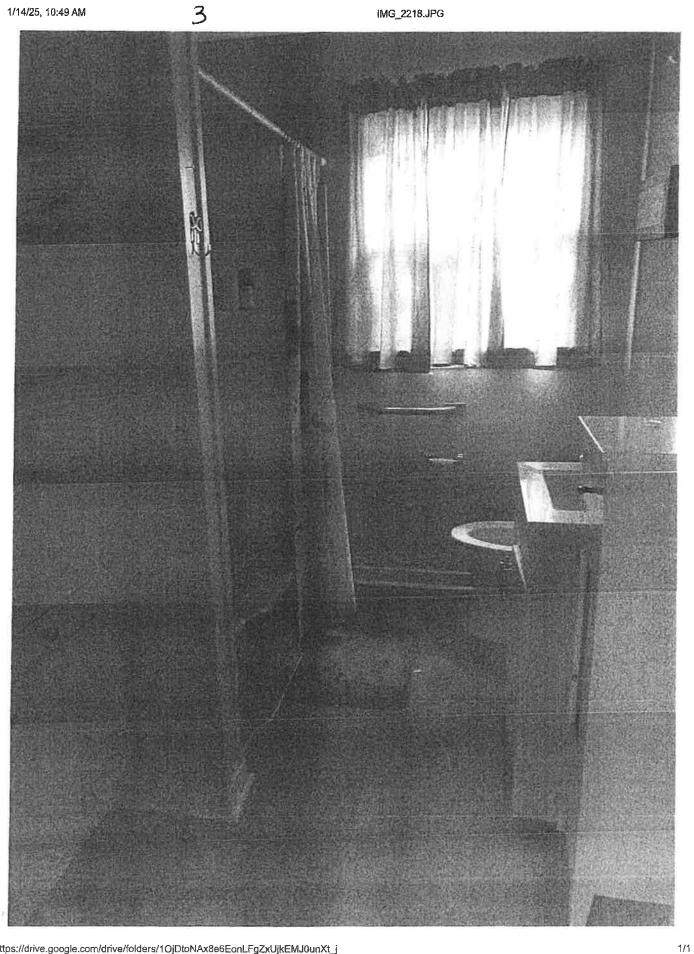


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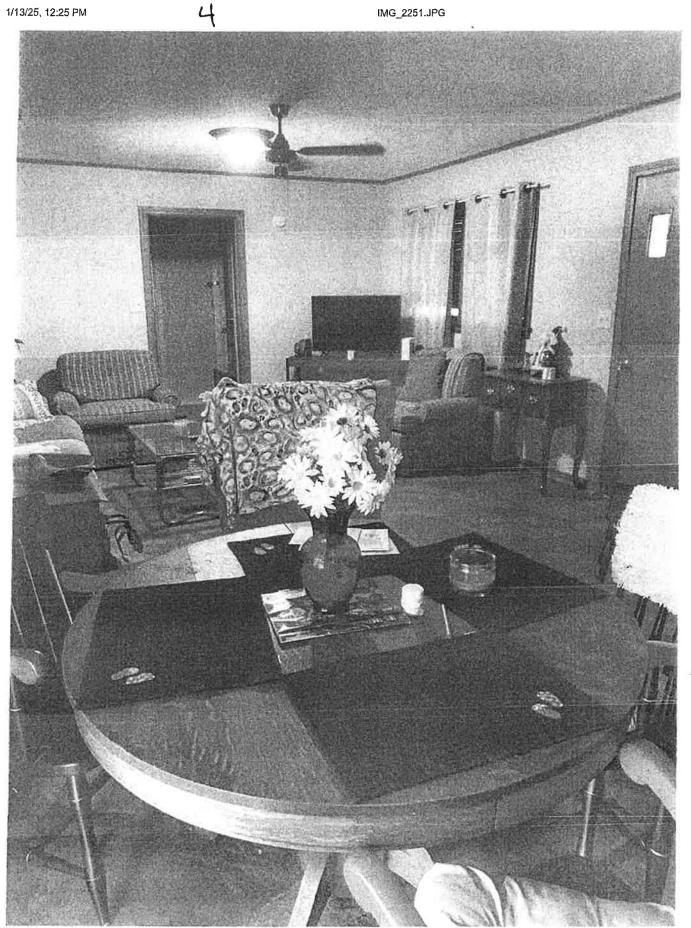


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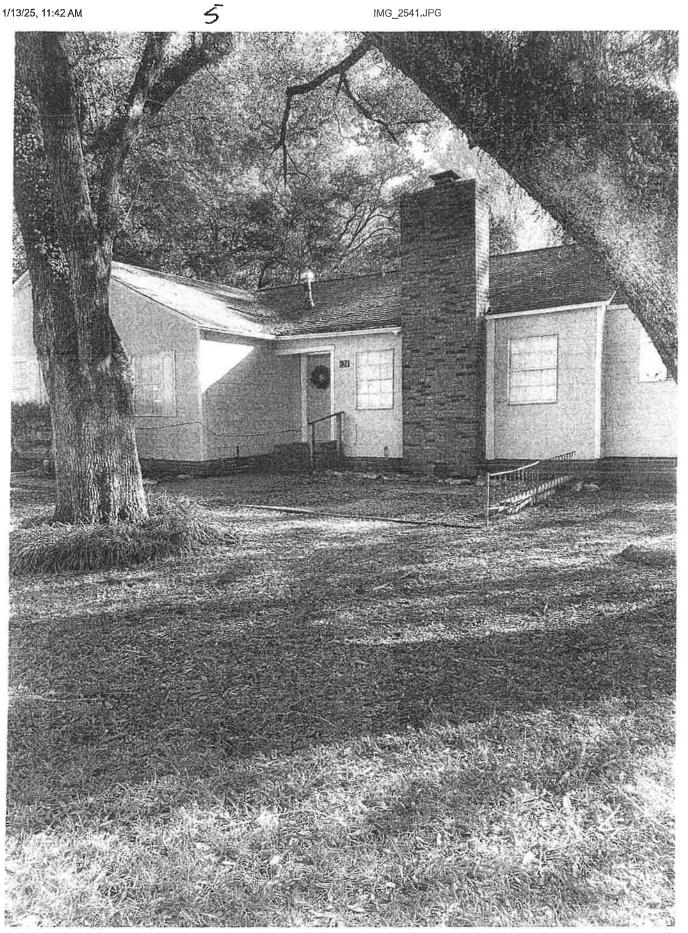




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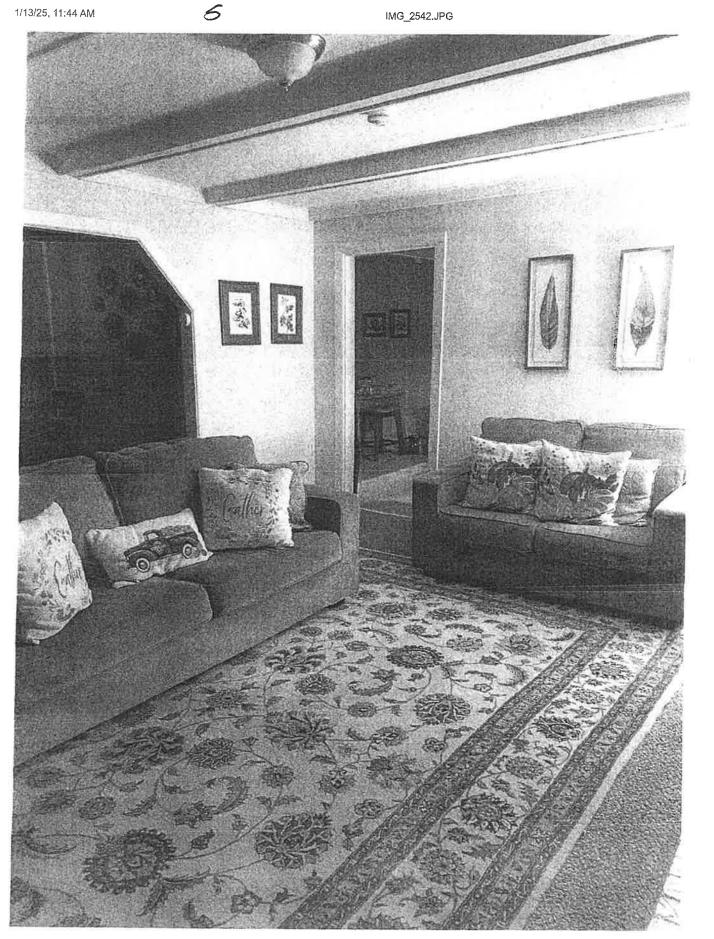


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#### Crossroads Ministries Location Table

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

**Total Beds Available** 

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

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

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							Back	Stayed Past
	ARRIVED AT	EXIT	Ph I	Graduated	Ph II	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	X,Y	G,NG	X,Y,-	X,Y,-	В,-	P,-
Shekila McAlister	1/11/2018	5/10/2018	Х	G	-	-	-	-
Theresa Jones	1/11/2018	6/29/2018	Х	G	-	-	-	Р
Samatha Herrington	1/25/2018	5/20/2018	Х	G	-	-	В	Р
Katie Williamson	2/11/2018	9/15/2018	Х	G	Х	-	B	Р
Chrissy Poindexter	2/12/2018	8/10/2018	Х	G	Х	-	-	-
Jolona Lambert	3/5/2018	8/28/2018	х	G	Х	-	-	-
Layla Adams	3/8/2018	9/3/2018	Х	G	Х	-	-	-
Feleica Jones	3/14/2018	9/11/2018	Х	G	Х	-	В	Р
Lisa Davdison	3/21/2018	9/2/2018	Х	G	Х	-	-	-
Jessica Nix	3/26/2018	8/11/2018	Х	NG	-	-	В	P
Jill Miller	3/28/2018	7/23/2018	Х	G	-	-	-	
Jessica Hester	4/9/2018	8/13/2018	Х	NG	-	-	~	-
Mindy Davis	4/26/2018	8/23/2018	Х	G	-	-	-	-
Kennetha Winston	5/8/2018	7/11/2018	Х	NG	-	-	-	
Emily Hurd	5/11/2018	4/25/2019	Х	G	Х	-	-	Р
Jessica Hodges	5/14/2018	8/13/2018	Х	NG	-	-	-	-
Ashley Amos	5/15/2018	9/16/2018	Х	G	-	-	<b>F</b> (	-
Sandra Travis	5/15/2018	9/16/2018	Х	G	-	-	-	-
Courtney Smith	5/16/2018	7/3/2018	Х	NG	-	-	В	-
Shanice Waller	5/16/2018	4/24/2019	Х	G	Х	-	-	-
Holly Moore	6/1/2018	6/13/2018	Х	NG	-	-	-	-
Tyeshia Gibson	6/1/2018	7/27/2018	Х	NG	-	-	-	-
Angela Presson	6/6/2018	1/31/2019	Х	G	-	-	-	Р
Rebecca Emler	6/28/2018	6/28/2018	Х	G	-	-	-	-
Kendra Scruggs	7/12/2018	1/7/2019	Х	G	Х	170	-	-
Tiffany Burrell	7/12/2018	8/9/2018	Х	G	-	-	-	-
Allison Engle	7/16/2018	1/6/2019	Х	G	Х	-	3 <b>4</b>	-
Stacy Hill	7/23/2018	12/19/2018	Х	G	Х	-	-	-
Pamela Sims	7/27/2018	12/19/2018	Х	G	Х	-	-	-
Deanna Dickerson	8/7/2018	9/30/2019	Х	G	Х	-	-	Р
Victoria Jasch	8/7/2018	9/26/2018	Х	NG	-	-	В	-
Joy Corrinan	8/14/2018	1/23/2019	Х	G	Х	-	-	-
Sarah Shapiro	8/14/2018	11/28/2018	Х	G	-	-	-	-
Mary Morgan Powell	8/15/2018	9/21/2018	Х	G	-	-	-	-
Rebecca White	8/16/2018	9/6/2018	Х	G	-	-	-	-
Lori Cox	8/20/2018	1/20/2019	Х	G	-	-	-	-

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



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

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							Back	Stayed Past
	ARRIVED AT	EXIT	Ph I	Graduated	Ph II	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	X,Y	G,NG	X,Y,-	X,Y,-	В,-	P,-
Jessica Upton	2/10/2020	9/25/2020	Х	G	-	-	В	-
Brandy Hamilton	2/20/2020	6/22/2020	X	G		-	-	-
Christine Creel	2/24/2020	8/28/2020	Х	G	Х	-	-	-
Heather Parker	2/26/2020	8/21/2020	Х	G	Х	-	-	-
Sandra Merritt	2/26/2020	7/2/2020	Х	G	Х	-	-	-
Debra Cagle	3/6/2020	7/2/2020	Х	G	-	-	-	-
Jayne Tubbs	3/17/2020	7/10/2020	Х	G	-	-	-	-
Elysia Boland	3/20/2020	03/10/2021	Х	G	Х	-	-	Р
Bridgett Tanner	4/1/2020	12/5/2020	Х	G	Х	-	-	Р
Robin Defoor	4/17/2020	8/10/2020	Х	G	-	-	-	-
Sara Kerely	4/24/2020	8/21/2020	Х	G	-	-	-	-
Dawn Thomas	5/12/2020	11/1/2020	Х	G	Х	-	В	-
Dorothy Wood	6/2/2020	10/28/2020	Х	G	Х	-	-	-
Courtney Stonhouse	6/10/2020	8/6/2020	Х	NG	-	(11)	-	
Elizabeth Pickering	6/24/2020	7/13/2020	Х	NG	-	-	-	-
Kelly Crowe	6/25/2020	1/25/2021	X	G	-	-	-	-
Bobbi Carnety	7/2/2020	10/30/2021	Х	G	Х	-	-	Р
Brigette Lamey	7/7/2020	11/11/2020	Х	G	-	-	В	1 (B)
Brgitte Lynchard	7/7/2020	9/28/2021	Х	G	Х		-	Р
Nancy Stanfield	7/9/2020	11/02/2020	Х	G	-		-	-
Martha Gilbert	7/15/2020	11/02/2020	Х	G	-	141	-	-
Tekeya Robinson	7/24/2020	7/23/2221	Х	G	Х	-	-	Р
Tabitha Graves	7/29/2020	10/30/2021	Х	G	Х	-	-	Р
Barbara Firestone	8/20/2020	12/21/2020	Х	G	-	-	-	-
Jenny Romine	8/24/2020	12/21/2020	Х	G	-	-	-	-
Kayla Moody	8/26/2020	2/26/2021	Х	G	-	-	-	14
Jaime Tidwell	8/28/2020	1/25/2021	Х	G	_	-	-	-
ayla Adams	8/30/2020	10/03/21	Х	G	X	-	-	Р
Samantha Woods	9/8/2020	1/20/2021	Х	G	X	-	-	-
Johnnie Guthrie	9/15/2020	02/05/2021	Х	G	-	-	-	-
Kathrine Cochran	10/3/2020	2/22/2021	x	G	-	-	-	-
Ashley Brinkman	10/27/2020	2/23/2021	х	G	-	-	-	-
Miranda Romansik	11/10/2020	1/20/2021	Х	NG	-	-	В	-
lessca Devers	11/11/2020	04/01/2021	X	G	X	-	-	Р
Candice Dawn	11/24/2020	11/26/2020	X	NG	-	_	-	
indsea Gray	12/1/2020	07/06/2021	Х	G	х	-	-	Р



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



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

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	1						Back	Stayed Past
	ARRIVED AT	EXIT	Ph I	Graduated	Ph II	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	X,Y	G,NG	X,Y,-	X,Y,-	В,-	P,-
Crystal Harveston	08/09/2022	11/07/22	X	G	X	Y	-	Р
April Hardin	08/10/2022	6/19/23	Х	G	Х	-	-	-
Cassidy Gurley	08/17/2022	6/15/23	X	G	Х	X	-	-
Addison Conrad	08/24/2022	5/13/23	Х	G	Х	-	-	-
Melissa Turner	08/29/2022	12/11/22	Х	G	-	-	-	-
Jas Montgomery	09/06/2022	9/25/2022	Х	NG		-	-	-
Amanda Reeves	9/16/2022	9/23/23	х	G	Х	X	-	
Sarah Kwilas	9/16/2022	4/12/23	Х	G	Х	20	*	-
Jenifer Bates	9/30/2022	8/23/23	х	G	х	<u>a</u> 1	-	Р
Vanessa Pickler	10/05/22	1/15/23	х	G	4	<b>(4</b> 7		-
Valerie Black	10/09/22	3/30/23	х	G	х	-	-	(H)
Brandy Welch	10/11/22	2/12/23	х	G	-	-	-	-
Stephanie Daniels	10/15/22	11/06/23	х	G	х	-		Р
Victoria Torres	10/18/22	2/12/23	х	G	-		-	-
Shaina Morgan	10/24/22	2/21/23	х	G			-	
Rachel Little	11/01/22	6/25/23	Х	G	Х	12	-	
Starlite Touchton	11/07/22	3/10/23	х	G		-	-	-
Angela Williams	11/23/22	3/8/23	х	G	-	-	-	4
Angel Daniels	11/28/22	3/19/23	х	G	-	-	-	-
Catherine Deckard	11/28/22	3/19/23	х	G	-	-	-	¥2
Shala Brewster	12/01/22	05/05/23	х	G	Х			-
Melissa Elliot	12/01/22	5/23/23	х	G	-	-	-	
Amanda Morales	12/30/22	2/23/24	х	G	-	Х	-	Р
Brianna Hall	2/7/22	10/30/23	х	G	Х	-	-	s
Sarah Clark	2/13/23	6/14/23	х	G	-	-	-	
Peggy Sue Courtney	2/17/2023	2/23/24	х	G		х		Р
Matasha Harris	2/28/23	3/31/23	х	NG	¥.	-		-
Mandy Pope	3/8/23		х	G	X	Y	-	Р
Yulonda Bankston	3/14/23	7/11/23	х	G	-	-	-	1
Bethany Partridge	3/21/23	08/07/23	х	G	х	-	-	
Nikki Montgomery	3/22/23	3/22/23	х	NG	-	-		
Kimberly Heathcoe	3/27/23	8/16/23	Х	G	x		-	<b>a</b> .
Jamaika Rutledge	4/4/23	8/24/23	х	G	х	9 <b>2</b>	-	
Kaylee Jackson	4/6/23	10/25/23	Х	G	x	-	-	
Nanette Manning	4/6/23	9/13/23	х	G	14 C		-	
Courtney Collins	4/10/23	8/16/23	х	G		-	-	-



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	ARRIVED AT	EXIT	Phl	Graduated	Ph ll	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	X,Y	G,NG	X,Y,-	X,Y,-	B,-	P,-
Denise Williamson	4/10/2023	12/01/23	х	G	Х	÷.	-	Р
Carol Mitchell	4/10/23	8/24/23	х	NG	70	-	-	-
Shelia Cleveland	4/26/23	8/24/23	х	NG	•	-		-
Tonya Cutrer	5/1/23	10/17/23	х	G	8	-	В	÷
Amanda Pruitt	5/9/23	12/09/23	х	G	х	-	В	Р
Melissa Delgado	5/10/23	1/23/24	х	G	Х	X	-	Р
Kelli Lee	6/5/23	9/17/23	х	G	-664	-	1.1	-
Mary Segura	6/13/23	8/23/23	х	NG		-		-
Barbara Byers	6/27/23	10/15/23	х	G	3.0		-	-
Jessica Cochran	6/27/23	12/09/23	х	G	-	-	В	-
Tomi Fairley	6/27/23	9/20/23	х	NG	1	-	В	
Amy Dougherty	7/3/23	12/03/23	х	G	х	-	-	-
Stacy Bass	7/5/23	05/08/24	х	G	2	-	-	÷
Lisa Patterson	7/25/23		х	G	х	Y	-	P
Latasha Jones	7/28/23	05/04/24	х	G	х			Р
Stephanie Chandler	8/15/23	2/2/24	х	G	Х		-	943 1
Kim Herrington	8/22/23	06/01/24	х	G	х	X	-	Р
Anna wilkens	9/1/23	01/07/24	х	G	-	-	-	-
Jami Casey	9/6/23	1/6/24	х	G	-	122	-	
Rianne Russell	9/7/23	01/07/24	х	G	141	-	-	-
Tiffany Richmond	10/4/23	02/04/24	х	G	-	-	-	-
Shamika Terry	10/19/23	1/19/24	х	NG	-	-	В	-
Katie Thompson	10/26/23	05/18/24	х	G	Х	-	9	-
Patience Glass	10/30/23	11/24/23	х	NG	-	-		÷
Anna Banks	11/6/23		х	G	х	Y	-	Р
Victoria Torres	11/6/23	02/06/24	х	NG	- 274	-		-
Jessica Goodwin	11/20/23	1/23/24	х	NG	-	-	В	-
Heather Kersey	11/21/23	03/07/24	Х	G	141	-		-
Judy Lambert	11/28/2023		Х	G	Х	Y	-	Р
Erin Alford	11/26/23	07/30/24	х	G	-	х		-
Lynette Harp	12/14/23		Y	G		Y		р
Cheri Ripp	12/14/23	12/14/2024	х	G	х	÷	12	-
Jessica Saunders	12/21/23		Х	G	х	Y	-	Р
Chassie Smith	01/10/24	10/28/2024	Х	G	х	16	-	-
Andi Tucker	1/12/24	05/05/24	Х	G	-		-	
Jasmine Thompson	1/19/24	05/10/24	Х	NG	-	-	-	-

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							Back	Stayed Past
	ARRIVED AT	EXIT	Ph I	Graduated	Ph II	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	X,Y	G,NG	X,Y,-	X,Y,-	В,-	P,-
Ashley Horton	1/19/24		х	G	Y		· · ·	Р
Samantha Babb	1/26/24	05/09/24	х	NG	-	-	-	-
Hope Cumberland	02/06/24		х	G	Y	-	[2]	Р
Zjahnese Collins	2/14/24	05/10/24	Х	NG	ž	-	~	-
Amanda Hicks	2/28/24	06/23/24	х	G		-	-	-
Chancie Anderson	2/29/24	06/23/24	Х	NG	-	-	<b>.</b>	
Kristen White	3/12/24		х	G	*	Y	-	Р
Amber Zuniga	3/18/24	06/10/24	Х	NG	-		-	
Stacy Guiltner	3/26/24		х	G	х	Y	-	Р
Angel Daniels	03/30/24		х	G	х	Y	-	Р
Erin Burnside	04/02/24	12/31/2024	Х	G	х	12	-	Р
Myrtle McCraney	04/17/24	07/28/24	Х	G	-			-
Amber Lettieri	04/19/24	08/16/24	х	G	-	-		2
Manda Daniel	04/23/24		Х	G	Y	-	-	Р
Jennifer James	04/26/24	08/29/24	х	G	-	-	-	•
Shonda Ivey	05/03/24	06/14/24	Х	NG	-	-	-	
Elizabeth Cain	05/28/24	09/29/24	х	G		-	-	-
Rachel Reeves	06/19/24	09/29/24	Х	G	<del>ار</del> .	-	-	-
Malissa Killingsworth	06/20/24	12/05/24	Х	G	-	(a) (		
Roberta Jones	06/26/24	12/05/24	Х	G		-	-	-
Melissa King	06/27/24		Х	G	х	Y	-	-
Tayler Henderson	06/28/24		Х	G	х	Y	-	-
Brittany Clark	07/09/24	10/22/24	Х	G	-	-	-	-
Lauren Lee	07/19/24		Х	G	Х	Y	-	-
Linda Oswalt	08/01/24		х	G	Y		14 <sup>1</sup>	~
Melissa Deane	08/23/24		х	G	Y	-	-	
Dana Dodge	09/07/24		Y	NG	2	2	-	
Alyssa Talamantes	09/10/24	12/31/24	Х	G	H	-		
Cynthia Buchner	09/24/24		Y	NG	-	÷	-	-
Georgia Dennis	10/01/2024		Y	NG	-	-	-	-
Maggie Conerly	11/01/2024		Y	NG	-	-		-
Carrie Reynolds	10/04/2024		Y	NG	-	-	-	-
Belinda Parker	10/19/2024		Y	NG	-	æ	-	-
Felicia Richards	10/24/2024		Y	NG	_		-	-
Alexandria Batiste	11/22/2024		Y	NG	-	-	-	-
Monica Williams	11/27/2024		Y	NG	220	-	-	2

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							Back	Stayed Past
	ARRIVED AT	EXIT	Ph I	Graduated	Ph II	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	X,Y	G,NG	X,Y,-	X,Y,-	В,-	P,-
Brandy Crow	12/03/2024		Y	NG	-	-		
Audrey Owen	12/15/2024		Y	NG	-	14		-
Felicia Wetzel	12/26/2024		Y	NG	-	4	-	-
Diane Butler	12/30/2024		Y	NG	-	-	2	
Haley Glasscock	12/31/2024		Y	NG	-	-	-	-
Stefanie West	12/31/2024		Y	NG			-	-
Ashley Neely	12/31/2024		Y	NG		-	-	
INSERT ROWS AB	OVE THE RED I	INE!!!! DO NO	DT INS	ERT ROWS L	JNDER 1	THE REE	LINE.	
TOTALS	404	366	404	319	188	31	40	95

#### NOTES

Column B (Arrived At) must have a valid date

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

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

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

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

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

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

NUMBER OF GRADUATES	Phase 1	Grads	Phase II	Phase III
Total phases out	385	319	181	15
Total still in a Phase	18		7	16
Total In Phase 1 - Not yet Graduated.	16			
Grand Total for a Phase	403		188	31
Total Current All Houses	41			
Left the Program without Graduating.	68			
Left the Program without Grad & back in Prison	12			
Left the Program without Grad & NOT back in Priso	56			



							Back	Stayed Past
	ARRIVED AT	EXIT	Ph I	Graduated	Ph II	Ind.	To Prison	6 months
NAME	CROSSROADS	CROSSROADS	Х,Ү	G,NG	X,Y,-	X,Y,-	B,-	Р,-
Graduated and Back	t in Prison		28					
Recidivism for Gra	duates		8.78%					
Recidivism for Nor	n Graduates		17.65%					
% Women back in P	rison (Grad & No	n Grad)	10.39%					
% of All particpant that Stay past 6 mo		rent)	23.51%					
% of Graduates tha	it stay past 6 mo	nths	29.78%					
% of Women that (	Fraduate		82.22%	(	GRADUAT	ION RAT	E	
‡ of women past 6 n % of women past 6			11 11.58%					

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# CROSS ROADS

#### BOARD OF DIRECTORS 2025

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CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

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FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2021

Ridgeland, Clinton, and Yazoo City, Mississippi

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CERTIFIED PUBLIC ACCOUNTANTS

#### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

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

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

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

#### Accountant's Responsibility

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

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

#### Accountant's Conclusion

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

Matthus, Cutres & Lindcay , P.A.

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Ridgeland, Mississippi December 9, 2022

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

# ASSETS

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CURRENT ASSETS Cash Accounts receivable Prepaid expenses	\$ 316,428 17,660 <u>4,500</u>	
	338,588	
FURNITURE, EQUIPMENT, AND VEHICLES, net	65,711	
OTHER ASSETS		
Security deposits	3,980	
	\$ 408,279	
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES Accounts payable	<u>\$ 2,043</u>	
NET ASSETS Without donor restrictions With restrictions	301,236 	
	\$ 408,279	

See Accompanying Notes and Independent Accountants' Review Report.

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

	with	activities nout donor strictions	Activities with donor restrictions	Total
REVENUES AND SUPPORT Bargain Boutique, net of direct cost	\$	16,306	\$-	\$ 16,306
Contributions	Ψ	136,753	105,000	241,753
Contract services		117,810	-	117,810
Fundraising		1,398	-	1,398
Grants		52,183	-	52,183
In-kind revenue		19,178	-	19,178
Rental income		18,270		18,270
	-	361,898	105,000	466,898
EXPENSES				
Program		256,331	-	256,331
Management & General		79,033		79,033
		335,364		335,364
CHANGE IN NET ASSETS		26,534	105,000	131,534
NET ASSETS AT BEGINNING OF YEAR		274,702	,	274,702
NET ASSETS AT END OF YEAR	\$	301,236	\$ 105,000	\$ 406,236

See Accompanying Notes and Independent Accountants' Review Report.

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

		Program		nagement General	Fun	draising		Total
Salaries	\$	88,550	\$	39,860	\$	2		128,409
Taxes- payroll		6,894	-	3,103				9,997
Total compensation		95,443		42,963		•		138,406
Advertising		-		2,905		-		2,905
Insurance		10,785		1,198		-		11,983
Miscellaneous expenses		-		2,474		-		2,474
Occupancy		37,292		1,554		-		38,846
Office supplies		12		3,658		-		3,658
Professional development		-		1,089		-		1,089
Professional fees		200		13,728		-		13,728
Program supplies		31,230		-		-		31,230
Rent		39,600		4,800		-		44,400
Repairs and maintenance		21,681		2,409		-	_	24,090
		236,031		76,778		-		312,809
Depreciation	-	20,300		2,256		<u> </u>		22,555
	\$	256,331	\$	79,033	\$	-	\$	335,364
Percentage of total expenses		<u>76</u> %		24%		<u>0</u> %		<u>100</u> %

See Accompanying Notes and Independent Accountants' Review Report. 5

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

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

See Accompanying Notes and Independent Accountants' Review Report.

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

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Activities

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

#### Basis of Accounting

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

#### **Use of Estimates**

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

#### **Financial Statement Presentation**

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

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

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

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

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

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

#### Cash and Cash Equivalents

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

#### Furniture, Equipment, and Vehicles

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

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

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

#### Income Taxes

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

#### Revenue Recognition

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

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

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

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

#### Lease Accounting

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

#### Functional Allocation of Expenses

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

#### **Recent Accounting Pronouncements**

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

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

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

#### 2. FURNITURE, EQUIPMENT, AND VEHICLES

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

Furniture and equipment Land Improvements Vehicles Leasehold improvements	\$	18,723 2,626 78,519 <u>28,991</u> 128,859
Less: accumulated depreciation	_	63,148
Total	<u>\$</u>	<u>65,711</u>

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

#### 3. VINTAGE TREASURES BARGAIN BOUTIQUE

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

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

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

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

#### 4. RELATED PARTY

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

#### 5. RENTAL EXPENSE

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

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

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

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

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

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

# 5. RENTAL EXPENSE - Continued

Minimum future rental payments are as follows:

For Year Ending December 31	
2022	\$ 55,200
2023	42,600
2024	25,200
2025	25,200
Thereafter	75,600
	\$ 223,800

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

#### 6. IN-KIND CONTRIBUTIONS

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

#### 7. NET ASSETS WITH DONOR RESTRICTIONS

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

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

#### 8. LIQUIDITY

The following reflects the Ministry's financial assets as of December 31, 2021 reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions.

Financial assets available:	
Cash	\$ 316,428
Accounts receivable	17,660
Prepaid expenses	 4,500
	338,588
Less those unavailable for general expenditures	
within one year due to:	
Subject to expenditure for specified purpose	 (105,000)
Financial assets available to meet cash needs for general	
expenditures within one year	\$ 233,588

The Ministry does not maintain an operating reserve account to cover the average monthly operating costs. However, the average monthly costs were approximately \$26,000 for the year ended December 31, 2021. The Ministry had approximately nine months of financial assets available to meet its average monthly operating costs as of December 31, 2021. The Ministry does not have a policy regarding the investment of cash in excess of daily requirements.

#### 9. SUBSEQUENT EVENTS

In accordance with the FASB Accounting Standards Codificat ion Topic 855, Subse quent Events, we have evaluated subsequent events through December 9, 2022, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of December 9, 2022, have been incorporated into these financial statements.

After year end the Ministry purchased one of its leased properties upon the completion of the lease term. The property was purchased for \$35,000. The funds used for the purchase of the property came from the donor restricted funds that were to be used for program expansion.



CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

> Ridgeland, Clinton, and Yazoo City, Mississippi

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Member of





#### INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

We have reviewed the accompanying financial statements of Crossroads Outreach Ministries Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Ministry management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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

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

#### Accountant's Responsibility

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

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

#### Accountant's Conclusion

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

#### **Report on Summarized Comparative Information**

We have previously reviewed Crossroads Outreach Ministries, Inc.'s 2021 financial statements and our conclusion dated December 9, 2022, stated that based on our review we were not aware of any material modifications that should be made to the 2021 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended December 31, 2021, for it to be consistent with the reviewed financial statements from which it has been derived.

Mathus, Cutres & Linday, P.A.

Ridgeland, Mississippi November 13, 2023

#### STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

ASSETS		
	2022	2021
CURRENT ASSETS Cash Accounts receivable Prepaid expenses	\$ 262,608 14,515 <u>4,600</u> 281,723	\$ 316,428 17,660 4,500 338,588
FURNITURE, EQUIPMENT, AND VEHICLES, net	110,621	65,711
OTHER ASSETS Operating lease right-of-use asset Security deposits	159,683 3,580 163,263	<u> </u>
	\$ 555,607	\$ 408,279
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES Accounts payable Operating lease liability	\$- <u>37,395</u> <u>37.395</u>	\$    2,043  2,043
LONG TERM LIABILITIES Operating lease liability-net of current portion	122,288	<u> </u>
NET ASSETS Without donor restrictions With donor restrictions	351,266 44,658 395,924 \$ 555,607	301,236 105,000 406,236 \$ 408,279

See Accompanying Notes and Independent Accountants' Review Report.

### STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

		Activities	Activities	0000	0004
		hout donor	with donor	2022	2021
	re	strictions	restrictions	Total	Total
REVENUES AND SUPPORT					
Bargain Boutique, net of direct cost	\$	10,285	\$-	\$ 10,285	\$ 16,306
Contributions		146,607	15,000	161,607	241,753
Contract services		110,485	2	110,485	•
Fundraising		6,105	÷	6,105	1,398
Grants		56,472		56,472	52,183
In-kind revenue		4,800		4,800	19,178
Rental income		40,890	=	40,890	18,270
Net asset released from restrictions		75,342	<u>    (75,342)</u>	-	-
		450,986	(60,342)	390,644	466,898
EXPENSES					
Program		301,859	-	301,859	256,331
Management & General		96,756	-	96,756	79,033
Fundraising		2,340	-	2,340	-
	-	400,956	-	400,956	335,364
CHANGE IN NET ASSETS		50,030	(60,342)	(10,312)	131,534
NET ASSETS AT BEGINNING OF YEAR		301,236	105,000	406,236	274.702
NET ASSETS AT END OF YEAR	\$	351,266	\$ 44,658	\$ 395,924	\$ 406,236

## STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

		Management		2022	2021
	Program	& General	Fundraising	Total	Total
Salaries	\$ 92,489	\$ 42,666	\$ -	\$ 135,155	\$ 128,409
Taxes- payroll	7,290	3,363		10,653	9,997
Total compensation	99,779	46,029	-	145,808	138,406
Advertising	-	6,236	-	6,236	2,905
Insurance	22,611	2,512	-	25,123	11,983
Miscellaneous expenses	-	1,284	-	1,284	2,474
Occupancy	50,463	2,103	-	52,566	38,846
Office supplies	-	7,783	-	7,783	3,658
Professional development	-	1,227	-	1,227	1,089
Professional fees	-	20,476	2,340	22,816	13,728
Program supplies	37,527	-	-	37,527	31,230
Rent	52,723	4,800	-	57,523	44,400
Repairs and maintenance	19,455	2,162	-	21,617	24,090
	282,558	94,612	2,340	379,510	312,809
Depreciation	19,301	2,145	:	21,446	22,555
	\$ 301,859	\$ 96,756	<u>\$ 2,340</u>	<u>\$ 400,956</u>	<u>\$ 335,364</u>
Percentage of total expenses	75%	<u>24</u> %	1%	100%	

See Accompanying Notes and Independent Accountants' Review Report.

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## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

	_	2022		2021
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$	(10,312)	\$	131,534
Adjustments to reconcile change in net assets				
to net cash provided by operating activities Depreciation		21,446		22,555
Donated fixed assets				(14,378)
(Increase) decrease in assets:				(,
Accounts receivable		3,145		30,662
Prepaid expenses		(100)		(4,500)
Security deposits		400		(2,250)
Increase (decrease) in liabilities: Accounts payable		(2,043)		1,693
	-	(2,043)	-	1,080
Net cash provided by operating activities		12,536		165,316
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of fixed assets	_	(66.356)		(1,570)
		(50 000)		100 740
NET CHANGE IN CASH		(53,820)		163,746
CASH AT BEGINNING OF YEAR		316,428	_	152,682
CASH AT END OF YEAR	\$	262,608	\$	316,428
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Donated fixed assets	\$	-	\$	14,378
	1		C	
Right-of-use asset obtained in exchange for new operating				
lease liabilties	\$	196,595	\$	

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Activities

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

#### Basis of Accounting

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

#### Use of Estimates

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

#### Financial Statement Presentation

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

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

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

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

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

#### Financial Statement Presentation - continued

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

#### Cash and Cash Equivalents

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

#### Receivables

Accounts receivables are carried at the invoiced amount, or the amount of reimbursable costs incurred, less an estimate made for doubtful receivables. Contributions and grants receivable are primarily from organizations or individuals and include pledged amounts. These receivables are reported at the present value of the estimated future cash flows using the discount rate commensurate with the risks involved even if their ultimate use is unrestricted.

#### Furniture, Equipment, and Vehicles

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

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

Buildings	39 years
Land improvements	7 years
Furniture and equipment	5 years
Vehicles	5 years
Leasehold improvements	2 years

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Income Taxes

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

#### Revenue Recognition

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

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

The sale of donated items at the Vintage Treasures Bargain Boutique is recorded at fair value when sold.

#### Lease Accounting

The Ministry determines whether to account for its leases as an operating or finance lease depending on the underlying terms of the lease agreement. This determination of classification requires significant judgement related to certain information, including the estimated fair value and remaining economic life of the leased asset, minimum lease payments, and other lease terms.

#### Functional Allocation of Expenses

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

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

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

#### Concentration of Credit Risk

The Ministry had deposits at a financial institution in excess of federally insured limits of \$3,540 and \$67,195 at December 31, 2022 and 2021, respectively. The Ministry has not experienced any losses in such accounts and believes it is not exposed to significant credit risk.

#### Recent Adopted Accounting Pronouncements

#### Leases

In February 2016, the FASB issued the Accounting Standards Update ("ASU") 2016-02, Leases (Topic 842), which requires the recognition of a "right to use" asset and a lease liability, initially measured at the present value of the lease payments, on all of the Center's lease obligations. The guidance will initially be applied using a modified retrospective approach. The amendments in the guidance will be effective for the year ended December 31, 2022.

#### Gifts In-Kind

In September 2020, the Financial Accounting Standards Board ("FASB") issued ASU 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958), which is effective for fiscal years beginning after June 15, 2021, with early adoption permitted, and is intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts in-kind, for not-for-profit Organizations. The ASU requires a not-for-profit Organizations to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets, along with expanded disclosure requirements. The Ministry adopted and implemented this pronouncement on January 1, 2022, using the prospective method of application. The adoption of ASU 2020-07 resulted in no material changes to the recognition of collections.

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

## 2. FURNITURE, EQUIPMENT, AND VEHICLES

A summary of furniture, equipment, and vehicles is as follows:

	 2022	 2021
Furniture and equipment	\$ 18,723	\$ 18,723
Buildings	34,122	-
Land Improvements	2,626	2,626
Vehicles	78,519	78,519
Leasehold improvements	28,991	28,991
Construction in progress	 32,234	 -
	195,215	128,859
Less: accumulated depreciation	 84,594	 63,148
	\$ 110,621	\$ 65,711

Depreciation expense totaled \$21,446 and \$22,555 for the years ended December 31, 2022 and 2021.

#### 3. VINTAGE TREASURES BARGAIN BOUTIQUE

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

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

## 3. VINTAGE TREASURES BARGAIN BOUTIQUE - CONTINUED

A summary of revenue and expenditures is as follows:

		2022		2021
REVENUES	(Paratan Para			
Vintage treasuers income	\$	69,227	\$	77,537
EXPENSES				
General expenses		12,055		10,386
Payroll expenses		15,617		20,040
Rent		22,261		22,571
Sales tax		3,792		5,067
Utilities		5,217		3,167
ie -		58,942	_	61,231
	<u>\$</u>	10,285	<u>\$</u>	16,306

#### 4. LEASES

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

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

The Ministry also had a two-year lease for program operations in Canton, Mississippi. The lease began March 1, 2019 and expired on April 1, 2022. The monthly rental payments are \$1,200 per month. Upon expiration of these lease, The Ministry purchased this house for programmatic activities.

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 4. LEASES - CONTINUED

The Ministry entered a lease to operate its thrift store in Canton, Mississippi. The lease has a two-year term which commenced on April 1, 2021 and is set to expire on April 1, 2023. The monthly rental payments are \$1,000 per month.

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

Total lease costs is as follows:

Lease Expense Operating lease expense	\$ 39,600
Short-term lease expense	40,184
	<u>\$ 79,784</u>
Weighted average discount rate: Operating leases	1.55%
Weighted average remaining lease term Operating leases	5.52

Future minimum lease payments required under the operating leases that have an initial or remaining non-cancelable lease term in excess of one year is as follows:

For Year Ending December 31		
2023	\$	39,600
2024		26,400
2025		25,200
2026		25,200
2027		25,200
Thereafter		25,200
Total undiscounted cash flows		166,800
Less present value discount	-	(7.117)
Total lease liabilities	\$	159,683

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## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

## 5. RELATED PARTY

The Ministry leases its building from B & V properties, which is owned by the executive director and her husband. The current lease agreement was executed for nine years commencing on January 1, 2019 and expiring on December 30, 2028. The lease provides that the Ministry will bear the cost of improvements. During the year ended December 31, 2022 and 2021, rent incurred and paid under this lease agreement was \$25,200.

#### 6. IN-KIND CONTRIBUTIONS

In-kind contributions consisted of the following:

	2022	2021
Office space Vehicles	\$ 4,800	\$ 4,800 14,378
	<u>\$4.800</u>	<u>\$ 19,178</u>

#### 7. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following purposes:

	2022	2021
Program expansion Trauma Therapy	\$ 33,644 11,014	\$ 100,000 5,000
	\$44 <u>.658</u>	\$ 105,000

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2022 (WITH COMPARATIVE TOTALS FOR 2021)

#### 8. LIQUIDITY

The following reflects the Ministry's financial assets as of December 31, 2022 reduced by amounts not available for general use within one year because of contractual or donor-imposed restrictions.

Financial assets available:		
Cash	\$	262,608
Accounts receivable		14,515
Prepaid expenses		4,600
		281,723
Less those unavailable for general expenditures		a.,
within one year due to:		
Subject to expenditure for specified purpose	1	(44,658)
Financial assets available to meet cash needs for general		
expenditures within one year	\$	237,065

The Ministry does not maintain an operating reserve account to cover the average monthly operating costs. However, the average monthly costs were approximately \$31,000 for the year ended December 31, 2022. The Ministry had approximately eight months of financial assets available to meet its average monthly operating costs as of December 31, 2022. The Ministry does not have a policy regarding the investment of cash in excess of daily requirements.

#### 9. SUBSEQUENT EVENTS

In accordance with the FASB Accounting Standards Codification Topic 855, Subsequent Events, we have evaluated subsequent events through November 13, 2023, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of November 13, 2023, have been incorporated into these financial statements.

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CERTIFIED PUBLIC ACCOUNTANTS

CROSSROADS OUTREACH MINISTRIES, INC. MADISON, MISSISSIPPI

FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

> Ridgeland, Clinton, and Yazoo City, Mississippi

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## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

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

We have reviewed the accompanying financial statements of Crossroads Outreach Ministries Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Ministry management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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

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

#### Accountant's Responsibility

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

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

#### Accountant's Conclusion

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

#### **Report on Summarized Comparative Information**

We have previously reviewed Crossroads Outreach Ministries, Inc.'s 2022 financial statements and our conclusion dated November 13, 2023, stated that based on our review we were not aware of any material modifications that should be made to the 2022 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended December 31, 2022, for it to be consistent with the reviewed financial statements from which it has been derived.

atthus , Cutres of Lindson , P.A.

Ridgeland, Mississippi November 15, 2024

#### STATEMENT OF FINANCIAL POSITION DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

ASSETS		
	2023	2022
CURRENT ASSETS Cash Accounts receivable Prepaid expenses	\$ 349,572 35,325 13,430 398,327	\$ 262,608 14,515 4,600 281,723
FURNITURE, EQUIPMENT, AND VEHICLES, net	139,815	110,621
OTHER ASSETS		
Operating lease right-of-use asset Security deposits	144,474 4,180 148,654	159,683 <u>3,580</u> 163,263
	\$ 686,796	\$ 555,607
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES Accrued expenses Operating lease liability	\$ 7,472 40,853 48,325	\$ - <u>37,395</u> <u>37,395</u>
LONG TERM LIABILITIES Operating lease liability-net of current portion	103,621	122,288
NET ASSETS Without donor restrictions With donor restrictions	518,544 <u>16,306</u> 534,850	351,266 44,658 395,924
- Ar	\$ 686,796	\$ 555,607

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## STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

	Activities	Activities		
	without donc	or with donor	2023	2022
	restrictions	restrictions	Total	Total
REVENUES AND SUPPORT				
Bargain Boutique, net of direct cost	\$ 13,383	3 \$ -	\$ 13,383	\$ 10,285
Contributions	259,326	3 -	259,326	161,607
Contract services	125,762	2 -	125,762	110,485
Fundraising	10,763		10,763	6,105
Grants	163,586		163,586	56,472
In-kind revenue	6,134		6,134	4,800
Rental income	44,103		44,103	40,890
Interest income	3,772		3,772	) <del>-</del> )
Loss on sale of asset	(4,448	'	(4,448)	
Net asset released from restrictions	28,352	2 (28,352)		-
	650,733	(28,352)	622,381	390,644
EXPENSES				
Program	375,443	3 -	375,443	301,859
Management & general	101,930	) –	101,930	96,756
Fundraising	6,082		6,082	2,340
	483,455	i	483,455	400,956
CHANGE IN NET ASSETS	167,278	(28,352)	138,926	(10,312)
NET ASSETS AT BEGINNING OF YEAR	351,266	44,658	395,924	406,236
NET ASSETS AT END OF YEAR	\$ 518,544	\$ 16,306	<u>\$ 534,850</u>	\$ 395,924

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## STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

		Management		2023	2022
	Program	& General	Fundraising	Total	Total
Salaries Taxes- payroll	\$ 114,986 8,265	\$ 36,963 2,657	\$ 5,674 408	\$ 157,623 11,330	\$ 135,155 10,653
Total compensation	123,251	39,620	6,082	168,953	145,808
Advertising Insurance	22,302	11,701 2,478	-	11,701 24,780	6,236 25,123
Miscellaneous expenses	-	4,491	-	4,491	1,284
Occupancy	62,611	2,609	-	65,220	52,566
Office supplies		13,820	-	13,820	7,783
Professional development	#*	201	-	201	1,227
Professional fees	-	19,984	-	19,984	22,816
Program supplies	45,732	-	-	45,732	37,527
Rent	65,514	800	-	66,314	57,523
Repairs and maintenance	36,300	4,033	-	40,333	21,617
	355,710	99,737	6,082	461,529	379,510
Depreciation	19,733	2,193		21,926	21,446
	<u>\$ 375,443</u>	<u>\$ 101,930</u>	\$ 6,082	<u>\$ 483,455</u>	\$ 400,956
Percentage of total expenses	<u>78</u> %	21%	<u>1</u> %	<u>100</u> %	

## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

		2023		2022
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$	138,926	\$	(10,312)
Adjustments to reconcile change in net assets				
to net cash provided by operating activities				
Depreciation		21,926		21,446
Donated fixed assets		(5,334)		10 <b>-</b> 2
Loss from sale of property and equipment		4,448		-
(Increase) decrease in assets:		(20.040)		2 145
Accounts receivable		(20,810) (8,830)		3,145 (100)
Prepaid expenses Security deposits		(6,630)		400
Increase (decrease) in liabilities:		(000)		400
Accounts payable		7,472		(2,043)
		11112	-	(2,010)
Net cash provided by operating activities		137,198		12,536
CASH FLOWS FROM INVESTING ACTIVITIES				
Proceeds from sale of property and equipment		2,500		-
Purchase of fixed assets		(52,734)		(66,356)
Net cash used in investing activities		(50,234)		(66,356)
NET CHANGE IN CASH		86,964		(53,820)
CASH AT BEGINNING OF YEAR	_	262,608		316,428
CASH AT END OF YEAR	Ŝ	349,572	\$	262,608
	-		-	201,000
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Donated fixed assets	\$	5,334	\$	-
	and the second s		-	
Right-of-use asset obtained in exchange for new operating				
lease liabilities	\$	33,102	\$	196,595
	-		-	

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Activities

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

#### Basis of Accounting

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

#### Use of Estimates

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

#### **Financial Statement Presentation**

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

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

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

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

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

#### Financial Statement Presentation - continued

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

#### Cash and Cash Equivalents

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

#### Receivables

1.0

Accounts receivables are carried at the invoiced amount, or the amount of reimbursable \_costs incurred, less an estimate made for doubtful receivables. Contributions and grants receivable are primarily from organizations or individuals and include pledged amounts. These receivables are reported at the present value of the estimated future cash flows using the discount rate commensurate with the risks involved even if their ultimate use is unrestricted.

#### Furniture, Equipment, and Vehicles

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

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

Buildings	39 years
Land improvements	7 years
Furniture and equipment	5 years
Vehicles	5 years
Leasehold improvements	2 years

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Income Taxes

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

#### Revenue Recognition

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

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

The sale of donated items at the Vintage Treasures Bargain Boutique is recorded at fair value when sold.

Donated goods are recorded at their estimated fair value when received. Contributions of services are recognized if the services received create or enhance nonfinancial assets or require specialized skills, are provided by individuals possessing these skills, and would typically need to be purchased if not provided by donation.

#### Lease Accounting

The Ministry determines whether to account for its leases as an operating or finance lease depending on the underlying terms of the lease agreement. This determination of classification requires significant judgement related to certain information, including the estimated fair value and remaining economic life of the leased asset, minimum lease payments, and other lease terms.

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

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

#### Functional Allocation of Expenses

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

#### Concentration of Credit Risk

The Ministry had deposits at a financial institution in excess of federally insured limits of \$75,646 and \$3,540 at December 31, 2023 and 2022, respectively. The Ministry has not experienced any losses in such accounts and believes it is not exposed to significant credit risk.

#### Advertising

Advertising is expensed in the period incurred. Advertising amounted to \$11,701 and \$6,236 for the years ended December 31, 2023 and 2022, respectively.

#### 2. FURNITURE, EQUIPMENT, AND VEHICLES

A summary of furniture, equipment, and vehicles is as follows:

		2023		2022
Furniture and equipment	\$	18,723	\$	18,723
Buildings		34,122		34,122
Land Improvements		5,926		2,626
Vehicles		90,043		78,519
Leasehold improvements		31,099		28,991
Construction in progress		64,460		32,234
		244,373		195,215
Less: accumulated depreciation		104,558	-	84,594
	<u>\$</u>	139,815	<u>\$</u>	110,621

Depreciation expense totaled \$21,926 and \$21,446 for the years ended December 31, 2023 and 2022.

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 3. VINTAGE TREASURES BARGAIN BOUTIQUE

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

A summary of revenue and expenditures is as follows:

	2023		2022	
REVENUES Vintage treasuers income	\$	66,244	\$	69,227
EXPENSES				
General expenses		7,589		12,055
Payroll expenses		17,152		15,617
Rent		22,354		22,261
Sales tax		2,225		3,792
Utilities		3,541	_	5,217
		52,861	_	58,942
	<u>\$</u>	13,383	<u>\$</u>	<u>10,285</u>

#### 4. LEASES

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

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

The Ministry also had a two-year lease for program operations in Canton, Mississippi. The lease began March 1, 2019 and expired on April 1, 2022. The monthly rental payments are \$1,200 per month. Upon expiration of this lease, The Ministry purchased this house for programmatic activities.

## NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 4. LEASES - CONTINUED

The Ministry entered a lease to operate its thrift store in Canton, Mississippi. The lease has a two-year term which commenced on April 1, 2021, and is set to expire on April 1, 2023. The monthly rental payments are \$1,000 per month. This lease is on a month-to-month basis after the expiration of lease agreement.

The Ministry entered into a lease for program operations in Canton, Mississippi. The lease has a two-year term which commenced on January 1, 2022 and will expire on January 1, 2024. The monthly rental payments are \$1,200 per month. A new lease was executed that superseded this lease. Commencement of the new lease was May 1, 2023 with expiration on May 1, 2025. The monthly rental payments are \$1,500 per month.

The Ministry entered a lease for office space in Canton, Mississippi. The lease has a two-year term which commenced on March 1, 2023, and is set to expire on March 1, 2024. The monthly rental payments are \$600 per month. This lease is on a month-to-month basis after the expiration of lease agreement.

Total lease costs is as follows:

Lease Expense	
Operating lease expense	\$ 75,600
Short-term lease expense	13,068
	<u>\$ 88,668</u>
Weighted every discount atta	
Weighted average discount rate:	0.040/
Operating leases	2.04%
Weighted average remaining lease term	
Operating leases	4.41
operating reases	4.41

#### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2023 (WITH COMPARATIVE TOTALS FOR 2022)

#### 4. LEASES - CONTINUED

Future minimum lease payments required under the operating leases that have an initial or remaining non-cancelable lease term in excess of one year is as follows:

For Year Ending December 31	
2024	\$ 43,200
2025	31,200
2026	25,200
2027	25,200
2028	 25,200
Total undiscounted cash flows	150,000
Less present value discount	(5,526)
Total lease liabilities	\$ 144,474

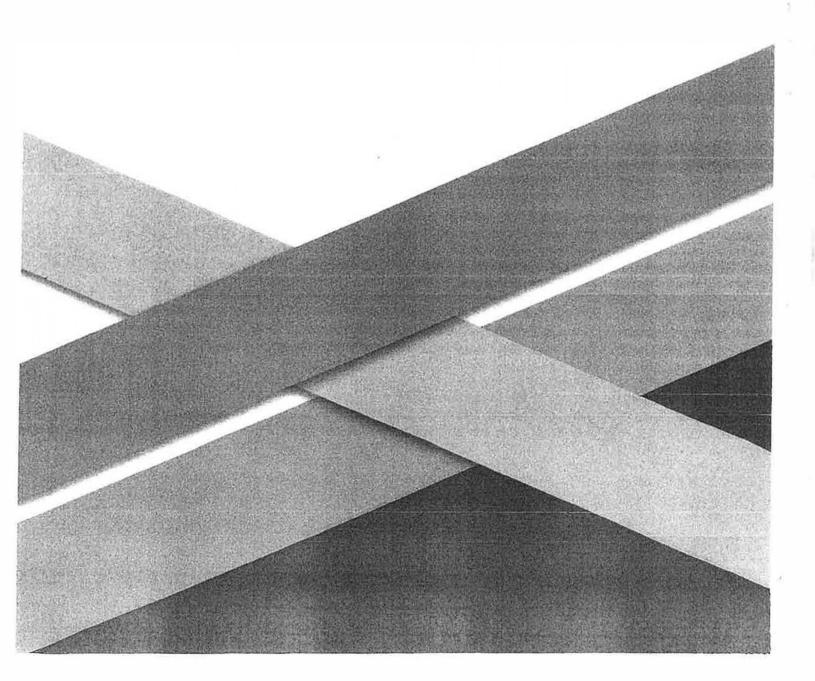
#### 5. RELATED PARTY

The Ministry leases its building from B & V properties, which is owned by the executive director and her husband. The current lease agreement was executed for nine years commencing on January 1, 2019 and expiring on December 30, 2028. The lease provides that the Ministry will bear the cost of improvements. During the year ended December 31, 2023 and 2022, rent incurred and paid under this lease agreement was \$25,200.

The Ministry engaged the executive director's son and husband to help in renovating and maintaining the property and equipment of the Ministry. During 2023, a total of \$33,775 was paid.

The Ministry sold a vehicle to the executive director's husband during the year-ended December 31, 2023. The vehicle was sold for \$1,500.





## Bid Opening Non-Substantive Evaluation Name/Number of IFB: <u>3160007107</u> Name of Vendor: <u>Sober Living Residential, LLC</u> Date/Time Received: <u>01152025 @ 2:45 pm</u>. Date/Time of Bid Opening: <u>January 22,2025 @ 2</u> p.m.

Pass or Fail: \_\_\_\_

Requirement	Yes/No	Comments
Was the bid received by the deadline?	yes	
Are there two original bids and one copy of the bid?	NO	one onginal, one copy
Is the bid cover sheet (Attachment A) included and filled out completely?	Yes	
Is the bid form (Attachment B) included, filled out completely with the pricing, and a wet signature?	No	missing Acknowledg- ment of Amendments (2)
Are there at least three (3) legible references included on Attachment E?	Yes	
Is the Certifications and Assurances (Attachment C) included and completed with a wet signature?	yes	
Are all amendment acknowledgments included and completed?	No	Missing both Acconowledgments
Is Acknowledgment of bid as public record (Attachment D) included and completed? If applicable, is there a redacted copy of the bid?	No	Selected both answers and did not sign
Has bidder been in business and providing services similar in requirements and scale for a minimum of one 1) year?	Yes	
s bidder qualified to do ousiness in Mississippi as evidenced by registration with the MS SOS?	Yes	
s bidder responsive paragraph 4.1.2.1 of IFB)?	No	
s bidder responsible paragraph 4.2 of IFB)?	yes*	Pending reference

#### ATTACHMENT F

#### **References Score Sheet**

## IFB RFx: 3160007102 IFB for Transitional Housing Services

## TO BE COMPLETED BY MDOC STAFF ONLY

Company Name: Sober Living Residental, L	LC	
Reference Name: Dety of Meridian		Lieft message:
Person Contacted, Title/Position: Jimmye Smith / Mayor	/ Cray	Hit - Community Derelopment 401-485-1908/601-604-5610
Date/Time Contacted: 1/2.9/25 @ 10:03 19 m	* Referred me to contact.	601-485-1908/601-604-5610 T

Service From/To Dates:

912018

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

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

### Score: Pass/Fail

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

nutes in bodi

Page 40 of 57

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

Notes:

Called by: Project Thangement Teom Loda 1/23/25 Title Date Princes R. Hayes Signature

Page **41** of **57** 

## ATTACHMENT F

#### **References Score Sheet**

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

## TO BE COMPLETED BY MDOC STAFF ONLY

#### **Company Name:**

Sober Living Residential, LLC

#### **Reference Name:**

New Leas Recovery Center (Alliance Health Center)

## Person Contacted, Title/Position:

Jeremy BellL /

#### **Date/Time Contacted:**

1125125

# Service From/To Dates: 8/2018 - Presert

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 que stions above from two references (total of 12 "yes" answers) to be considered responsible and for its bid to be considered.

#### Score: Pass/Fail

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

Left menorge:

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:

Princes R. Houges Signature Project Manogement Trom Leoder 1/23/25 Title Date

Page 41 of 57

#### ATTACHMENT F

#### **References Score Sheet**

## IFB RFx: 3160007102 IFB for Transitional Housing Services

#### TO BE COMPLETED BY MDOC STAFF ONLY

#### **Company Name:**

Soper LIVING Residential, LLC

## **Reference Name:**

Weems community mental health Center Life Care

CellPhone

mailboy

- Full 601-621-6298

# Tonia Kilpatricio MS. Dec Huffman & 10:00 Am

**Date/Time Contacted:** 

1/23/25 @ 955 AM

Service From/To Dates:

0112018 - Present

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

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

### Score: Pass/Fail

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

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:

Spoke to ms. Dec Huffman

Called by: Princes R. Hayes

Signature

Protoctment Teom Lender \_\_\_\_\_\_

1/23/25 Date

.

#### ATTACHMENT F

#### **References Score Sheet**

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

#### TO BE COMPLETED BY MDOC STAFF ONLY

#### Company Name: Sober Livin (

Reference Name: New Leaf Recovery Cuenter (Alliance Health Center)

#### Person Contacted, Title/Position:

Diane Johnson/

#### Date/Time Contacted:

1/23/25 e 1:10 pm

- Left Messor

#### Service From/To Dates:

1/2018 to present

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

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

#### Score: Pass/Fail

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

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: Project Wongement Jeam Leader [123/25 Title Date Hames Signature

## 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) 1 20 202 5 Date Name (F nt) Company

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline	January 22, 2025
Anticipated Bid Opening Date	January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

#### Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged: (signature) Date: Name (Print): Title: Company

#### ATTACHMENT B

#### **BID FORM**

Company	<b>Contact Person</b>	Telephone Numbe	
Sober Residential Living LLC	Viola Greene	601-527-9119	

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

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

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

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

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

_	95	
	20	*
\$	693,500	0.00

х

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

	Amendment Number		1	Date
Amost	34000192	1	20	12025
Amont	31600 NOR	1	21	2085
HZ			1	

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

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

**Company Name:** 

Sober Residential Living LLC

Page 25 of 52

# Printed Name of Representative: Viola Greene

Date:	December 30, 2024		
Signatu	re: Viela	Freen	

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

## Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

## Signature and Submission of Amendment 1 are required with your IFB.

Receipt for Amendment #1 Acknowledged: (signature) 202 U Date Name (Print) 1 Company

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

To inform the Prospective Bidders of the following:

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

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Anticipated Bid Opening Date	.January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

#### Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged: (signature)
Name (Print): TENVicit (MAN Date: 1/20/2015
Company: Scher L'Wir Title: OWNER
0

#### 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.

decided new responsive	- 1	).	DI	. 2 1	¥ 9
Company Name:	obec	UNING	Kesiden	tial 1	LLC
Printed Name of Repr	esentative	: Teana)	n Conecil	{	
Date: 12	30	2024		)	
Signature:	1				

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

#### ATTACHMENT A

#### **BID COVER SHEET**

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

#### PLEASE MARK YOUR ENVELOPE:

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

Name of Company:

Sober Living Residential, LLC

Quoted By:	Tearrah Conerly
Signature: -	Teamsformerly +
Address:	2401 State Blvd
City/State/Zip	Meridian MS 39307
Telephone:	601-527-9119
Fax Number:	601-453-2900
E-Mail Addre	ss: opaci1@aol.com

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

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

#### 4.7 Contractor Certification

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

#### **4.8 Contract Execution**

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

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

#### 4.9 Attachments

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

Page 21 of 52

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

Viola Greene, 601-527-9119

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

What year was your company started? \_\_\_\_

2018

How many years has the company been in business of performing the services called for in this IFB? 7 vears

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 2401 State Blvd Meridian, MS 39307

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

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No

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

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

AMERICA Academy of Aurse Practitioners MP-C # FOB1230 ounselog - MAAP Addiction ertified

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

150

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

MDOC

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. <u>CASE management</u>, <u>TRANSIHITIONAL</u> Housing to provide permonent housing <u>operations</u> ties, and post-secondary education opportunities

#### ATTACHMENT A

#### **BID COVER SHEET**

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

#### PLEASE MARK YOUR ENVELOPE:

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

Name of Company:

Sober Living Residential, LLC

Quoted By: Tearrah Conerly	
Signature: Telass	fonerly +
Address: 2401 State Blvd	
City/State/Zip: Meridian M	S 39307
Telephone: 601-527-9119	
Fax Number: 601-453-290	00
E-Mail Address: opacj1@ac	l.com

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

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

#### 4.7 Contractor Certification

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

#### 4.8 Contract Execution

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

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

#### 4.9 Attachments

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

#### 4.1.2.2 Nonconforming Terms and Conditions

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

#### 4.2 Minimum Bidder Qualifications to be Deemed Responsible

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

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

#### 4.3 Basis for Award:

- 43.1 All bids will be reviewed first to determine wheth er 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 Contrac tors.
- 4.3.2 The MDOC has the right to waive minor defect: or variations of a bid from the exact requirements of the specifications that d<sub>10</sub> not affect the price, quality, quantity, ddivery, or performance time of t<sub>1a</sub> services being procured. If insufficient information is submitted by a Contractor with the bid for the MDOC to proper ly evaluate the bid, the MDOC has the right to require such additional informat ion asit 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 perform ancetime of the services being procured.
- 433 All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and

#### Section 3. Bid Submission and Bid Opening

#### 3.1 Bid Submission Format

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

The bid package must contain the following:

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

#### 3.3 Expenses Incurred In the Procurement Process

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

#### 3.4 Independent Price Determination

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

#### 3.5 Withdrawal of a Bid

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

#### 3.6 Bid Opening

The bid opening will be held:

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

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

#### 3.7 Debarment

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

#### 3.8 Registration with Mississippi Secretary of State

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

#### 3.9 Minor Informalities

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

#### 3.10 No Contract or Property Rights

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

#### 3.11 Required Contract Terms and Conditions

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

#### 3.12 Optional Contract Terms and Conditions

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

#### 3.13 Bid Samples

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

#### Section 4. Bid Evaluation and Award

4.1 Bid Evaluation and Basis for Award

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

#### 4.1.2.1 Responsive Bidder

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

#### 4.1.2.2 Nonconforming Terms and Conditions

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

#### 4.2 Minimum Bidder Qualifications to be Deemed Responsible

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

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

#### 4.3 Basis for Award:

- 43.1 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.
- 432 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Contractor with the bid for the MDOC to properly evaluate the bid, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.
- 433 All bids which are determined to be responsive, responsible, and/or acceptable will continue on to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and

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

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- 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 twentyfour 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.

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

#### 2.5 Requirements

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

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

Contractor shall maintain the required insurance coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- **25.12** 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.
- 25.13 Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 25.14 Contractor shall instruct the insurers to provide the MDOC 60 days advance notice of any insurance cancellation.
- 25.15 Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.
- 25.16 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.

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

Viola Greene, 601-527-9119

150

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

What year was your company started? 2018

How many years has the company been in business of performing the services called for in this IFB? 7 years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 2401 State Blvd Meridian, MS 39307

.....

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No

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

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

American Academy of Durse Practitioners NP- C # F081230

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?

MDOC

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. <u>CNSE management</u>, <u>TRANSIFICATION HOUSING</u> to provide permonent housing <u>Operaunities</u>, GED and post-secondary education opportunities

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#### ATTACHMENT B

#### **BID FORM**

Company	<b>Contact Person</b>	Telephone Number	
Sober Residential Living LLC	Viola Greene	601-527-9119	

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

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

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

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

Total Beds Currently Available (minimum is 10 beds)		95
Maximum Rate Per Bed Per Day is \$20.00	х	 20 *
Bid calculation = Total Beds x Rate per Bed x 365	=	\$ 693,500.00
*Offerors may offer an amount less than \$20.00 per day per bed.		

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

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:

Sober Residential Living LLC

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## Printed Name of Representative: Viola Greene

Date:	December 30, 2024			
Signatur	" Viela	A	leen)	

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.

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#### ATTACHMENT C

#### CERTIFICATIONS AND ASSURANCES

As an authorized signatory for Sober Residential Living, LLC

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

Name:	Tearrah Conerly	
Title:	Owner	
Signate	ture: Tecand Conely	
Date:	Desember 20,000/	

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

#### ATTACHMENT E REFERENCES

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

#### **REFERENCE 1**

Name of Company:
New Leaf Recovery Center (Allionce Health Center
Dates of Service:
01/2010 to Present
Contact Person:
Diane Johnson
Address:
5000 Hwy 39
City/State/Zip:
MERIDIAN, MS 39301
Telephone Number:
_ (001-616-4605 cell
Cell Number:
601-483-6211 telephone
E-mail:
- djxn 9730 @gmail.com
Alternative Contaci Person (optional):
Telephone Number:
R S S S S S S S S S S S S S S S S S S S
Cell Number:

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#### ATTACHMENT E REFERENCES

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

#### **REFERENCE 1**

Name of Company: New Leaf Recovery Center (All	innee Henth Center
Dates of Service: 01/2019 to Present	
Contact Person: DiAge Jahasog	
Address: 5000 Hwy 39	
City/State/Zip: MERIDIAN, M5 39301	
Telephone Number: 	
Cell Number: 601-483-6211 telephone	
E-mail: 	
Alternative Contact Person (optional):	
Telephone Number:	
Cell Number:	1

E-mail:

## **REFERENCE 2**

Name of Company: Weens Community Nentral Health Center LifeCons
Dates of Service: 1/2019 - Present
Contact Person:
Address Kilpstrick
Chuld CSS-
1415 College DRIVE
MERILIAN, MJ 39301
Telephone Number:
601-483-4821
Cell Number:
601-621-6298
L'ife CARE recovery center, com
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

### **REFERENCE 3**

155 MAIN STREET

Name of Company: 53Th Judicht Drug Court Dates of Service: Contact Person: \_\_\_\_\_Belk Address:

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City/State/Zip: WALNUT BROVE, M5 39189 Telephone Number: 601-507-4871 **Cell Number:** E-mail: belk@ co.leake.ms.us Alternative Contact Person (optional): **Telephone Number:** Cell Number: E-mail: **REFERENCE 4** Name of Company: City of Meridian Dates of Service: 9/2018 Contact Person: Jimmiz Smith Address: 601 23rd Ave City/State/Zip: Mendian M5 3930/ Telephone Number: 601-485-1927 . . . Page 32 of 52 <sup>N</sup> e<sub>n</sub> <sup>N</sup>ar ⊨e

**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:

C-mail:

Alternative Contact Person (optional):

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.

**Telephone** Number:

Cell Number:

E-mail:

NAME IN

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### ATTACHMENT F

### **References Score Sheet**

## IFB RFx: 3160007102 IFB for Transitional Housing Services

### TO BE COMPLETED BY MDOC STAFF ONLY

**Company Name:** 

Reference Name:

Person Contacted, Title/Position:

Date/Time Contacted:

Service From/To Dates:

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

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

### Score: Pass/Fail

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

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

- <u>Acknowledgement of Amendments</u>: Contractors shall acknowledge receipt of any amendment to the IFB in writing. The acknowledgement shall be submitted to MDOC by signing and returning the provided signature form via email to the email address listed on the form. Each Contractor shall submit a written acknowledgement of every amendment to the MDOC on or before the submission deadline.
- 2 <u>Applicable Law:</u> The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the Mississippi.
- <u>Approval</u>: It is understood that if the contract requires approval by the Public Procurement Review Board ("PPRB" and/or the Department of Finance and Administration of Personal Service Contract Review ("OPSCR"), and the contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 4. <u>Availability of Funds</u>: 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.
- <u>Certification of Independent Price Determination</u>: By submitting a bid, the Contractor, certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Contractor, or competitor for the purpose of restricting competition.
- 6 <u>Compliance with Equal Opportunity in Employment Policy</u>: 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.
- <u>Compliance with Laws</u>: Contractor shall comply with, and all activities under the agreement shall be subject to, all applicable federal, State, and local laws and regulations, as now existing and as may be amended or medified.
- 8. Contract Rights: Contract rights do not vest in any party until a contract is legally executed.

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

- 9. <u>E-Payment:</u> Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.
- 10. <u>E-Verification</u>: If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

- a termination of the contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi; or,
- c. both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.
- 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.
    - Bodily Injury/Death: \$1,000,000 per occurrence limit for any single claimant; and \$2,000,000.00 per occurrence limit for multiple claimants.

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

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

#### Additionally:

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

aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the MDOC Chief Procurement Officer.

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- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) to MDOC. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of contract and shall be grounds for immediate termination of the contract by MDOC.
- 13 Minor Informalities and Irregularities: The MDOC has the right to wave minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Contractor,. If insufficient information is submitted by a Contractor for the MDOC to properly evaluate the offer the MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Contractor. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)
- 14. <u>Contractor's Representation Regarding Contingent Fees</u>: By responding to the solicitation, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contract cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.
- 15. <u>Paymode:</u> Payments by MDOC using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of the Agreement. Contractor understands and agrees that Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 16. Procurement Regulations: This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Contractor responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 17. <u>Property Rights</u>: Property rights do not inure to any Contractor until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 18. <u>Renewal of Contract</u>: 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.

- <u>Representation Regarding Contingent Fees:</u> Contractor represents that it has not retained a
  person to solicit or secure a state contract upon an agreement or understanding for a
  commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.
- 20. <u>Representation Regarding Gratuities:</u> The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connect with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 21. <u>Required Public Records and Transparency:</u> 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 <u>www.transparency.ms.gov</u> 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. <u>Stop Work Order:</u> 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 service s which were subject to the stop work order, unless the MDOC has termi nated that part of the agreement or terminated the agreement in its entirety. The MDOC is not liable for payment for services which were not rendered due to the stop work order.
- 23. <u>Termination for Default</u>: If the MDOC gives the Contractor a notice that the personal or professional service sare being provided in a manner that is deficient, the Contractor shall have 30 days to c ure the deficiency. If the Contractor fails to cure the deficiency, the MDOC may terminate the contract for default and the Contract tor will beli able for the additional cost to the MD OC to procure the personal and professional services from another source. Termination

under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

- 24. <u>Termination Upon Bankruptcy</u>: The contract may be terminated in whole or in part by MDOC upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under the contract, but in no case shall said compensation exceed the total contract price.
- 25. <u>Trade Secrets, Commercial and Financial Information:</u> It is expressly understood that Mississippi law requires that the provisions of the contract which contain the personal or services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 26. Transparency: The contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, the contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of the executed contract is required to be posted to the Mississippi MDOC of Finance and Administration's website independent MDOC contract for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### ATTACHMENT H

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

- 1. <u>Anti-Assignment/Subcontracting</u>: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer the agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in the agreement. Subcontracts shall be subject to the terms and conditions of the agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, the agreement shall be binding upon the respective successors and assigns of the parties.
- Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular services purchased or acquired by the MDOC under said contract.
- 3. <u>Attorney's Fees and Expenses:</u> 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. <u>Authority to Contract</u>: 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. <u>Change in Scope of Work:</u> 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. <u>Confidentiality</u>: Notwithstanding any provision to the contrary contained herein, it is recognized that the MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 9. <u>Contractor Personnel:</u> The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 10. <u>Copyrights:</u> 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. <u>Exceptions to Confidential Information</u>: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
  - a. is rightfully known to the recipient prior to negotiations leading to the agreement, other than information obtained in confidence under prior engagements;
  - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - d. is independently developed by the recipient without any reliance on confidential information;
  - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
  - f. is disclosed with the disclosing party's prior written consent.
- 14. <u>Errors in Extension</u>: If the unit price and the extension price are at variance, the unit price shall prevail.
- 15. <u>Failure to Deliver</u>: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 16. Failure to Enforce: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.
- 17. <u>Final Payment:</u> Upon satisfactory completion of the work performed under the contract, as a condition before final payment under the contract, or as a termination setflement 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. <u>Force Majeure:</u> 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.
- 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 defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 21. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the State/MDOC. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor.

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

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

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

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

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

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

For the MDOC:	For Contractor: Sober Residential Living, LC
Burl Cain, Commissioner	[Name, Title] TEAREAL Conerly, Damer
Mississippi MDOC of Corrections	[Contractor Name] Soben Residential Livingil C
301 North Lamar Street	[Address] 2401 state Blud
Jackson, MS 39201	[City, State, Zip] no enichan, MS 39305

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

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

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

## 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.			

ACKNOWLEDGEMENT OF AMENDMENTS

### ATTACHMENT B

### **BID FORM**

Company	<b>Contact Person</b>	Telephone Number
Sober Residential Living LLC	Viola Greene	601-527-9119

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

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

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

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

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

x

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

1.1	Amendment Number	Date			
Angest	340001192	1	20	2025	
Arroad	3 GOOTOR	1	21	2025	
#12		_	1		

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

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

#### **Company Name:**

Sober Residential Living LLC

Page 25 of 52

## Printed Name of Representative:

Viola	Greene
-------	--------

Date:	December 30, 2024			
Signatur	e: Viola	Luen	)	

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

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

# Signature and Submission of Amendment 1 are required with your IFB.

Receipt for Amendment #1 Acknowledged: (signature) 12025 1 Date Name (Print) Company

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline	January 22, 2025
Anticipated Bid Opening Date	January 22, 2025

Anticipated Notice of Intent to Award Date MDOC.....January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

## Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged: (signature)
Name (Print): 10/1/van Concar Date: 1 20/2015
Company: Scher Living Title: OWNER
0

New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

### ATTACHMENT B

### **BID FORM**

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

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

1. All required equipment/material;

2. All required insurance;

3. All required overhead;

4. All required profit;

5. All required vehicles;

6. All required fuel and mileage;

7. All required labor and supervision;

8. All required business and professional certifications, licenses, permits, or fees; and,

9. Any and all other costs.

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

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

Total Beds Currently Available (minimum is 10 beds)	5	80
Maximum Rate Per Bed Per Day is \$20.00	х	\$20.00 *

Bid calculation = Total Beds x Rate per Bed x  $365 = \frac{$584,000.00}{$20.00 \text{ per day per bed.}}$ 

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

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

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

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

Company Name:

New Way Mississippi, Inc.

Printed Name of Representative:

Date:

January 22, 2025

Signature:

Lanny Perny

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

# Transitional Housing Services Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

# Signature and Submission of Amendment 1 are required with your IFB.

Receipt for Amendment #1 Acknowledged:	in have former
Receipt for Amendment #1 Acknowledged:	(signature) Oching United
LARRY Perry	1-17-2025
Name (Print)	Date
101) 11)ar US	(ED

Title

۴

Company

Page 4 of 57

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline	January 22, 2025
Anticipated Bid Opening Date	January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

# Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged:	(signature) Hatty Petity
Name (Print): <u>Jarty Pert 1</u>	Date: <u>/-23-2025</u>
Company: 10 Way MS	Title:

## ATTACHMENT B

## **BID FORM**

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

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

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

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

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

Total Beds Currently Available (minimum is 10 beds)		120	
Maximum Rate Per Bed Per Day is \$20.00	х	18.95	*
Bid calculation = Total Beds x Rate per Bed x 365	=	\$ 830,010.	00
*Offerors may offer an amount less than \$20.00 per day per bed.			

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

Date
January 3, 2025
January 17, 2025

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

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

Company Name: Luther Martin Evangelistic Association - Men of MORE

Printed Name	of Representative: Luthon E. MARTin	21 - m 1 - 4 - 4 Marco 21 - 4
Date:	1-22-2025	
Signature:	Zum e Mart	

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

# **Transitional Housing Services** Amendment #1 RFx # 3160007102

To include the revisions to numbering and provisions.

# Signature and Submission of Amendment 1 are required with your IFB.

Receipt for Amendment #1 Acknowledged: (signature) ulher 1-21 2025

Luthere E. Martin Name (Print) Name (Print)

Company

Resident Date Title

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline.	January 22, 2025
Anticipated Bid Opening Date	.January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Am	endment #2 Ac	knowledged	l: (signatu	ure)	neel of an	
					1-21-2025	
Company:	ber MARLAN EN	ASSO LA	/ <i>FA</i> )Title:	Pres	ident	

### **ATTACHMENT B**

### **BID FORM**

Company	Contact Person	Telephone Number
Ministries	Vick. Omony	601-940-5417

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

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;

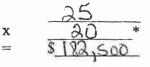
2 K A

- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,
- 9. Any and all other costs.

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

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

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



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

Amendment Number	Date
# RFx 316 000 7102	1-22-25
RFx 316000 7102	1-17-25

By signing be low, 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.

<b>Company Name</b>		·	
company mane	CLOSSNOAD M	must	tres

Printed Name of Representative:

Vicki DeMoney

Date: 1 -22-25 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.

# **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.

10/01 (1 OME Receipt for Amendment #1 Acknowledged: (signature)

Vick: DeMoney Name (Print)

rossnood Company

1-22-23 Date Executive Offect Title

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

To inform the Prospective Bidders of the following:

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

Anticipated Bid Package Submission Deadline	.January 22, 2025
Anticipated Bid Opening Date	January 22, 2025
Anticipated Notice of Intent to Award Date MDOC	January 28, 2025

All other dates set forth in the IFB remain otherwise unchanged. Any questions pertaining to this change should be submitted via email to MDOC Contact Person, Princess R. Hayes as required in IFB Section 1.5.1.

Signature and Submission of Amendment #2 are required with your proposal.

Receipt for Amendment #2 Acknowledged: (signature) Uich Olmony

Name (Print): Vick: DeMoney	Date: 1-22-25	

Company: <u>Crossroado Outrack)</u> Title: <u>Excustive Dilector</u> Ministrio, Drc

# **EVALUATION OF BIDS**

Agency: Mississippi Department of Corrections IFB Name/Number: Transitional Housing /3160007102

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary: <u>Yes</u> If yes, how many IFB amendments/modifications were issued? <u>2 amendments</u>

	Date of Issuance	Acknowledgements Received/Obtained
1.	1/3/25	Yes, Vendors 1,2, and 3
2.	1/17/25	Yes, Vendors 1,2, and 3

Were any vendor questions received by the deadline specified in the IFB? <u>No</u> If yes, was a Question and Answer Document issued: <u>N/A</u> Acknowledgements Received: <u>N/A</u>

If allowed by the IFB, was a Pre-IFB Conference held by the agency? <u>N/A</u> If held, was attendance mandatory to submit a bid? <u>N/A</u> If held, was a Pre-Bid Conference Summary Issued? <u>N/A</u> Acknowledgements Received: <u>N/A</u>

Martin Evangelistic Association	1/22/25 – 11:45am	
oads Outreach Ministries	1/21/25 – 10:22am	
Vay Mississippi, Inc.	1/17/25-11:02am	
•	oads Outreach Ministries Nay Mississippi, Inc.	

1. Compliance Phase: Used to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers or resolutions. Bids with errors that do not alter the substance of the bid can be accepted, and the procurement officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other

Page 1 of 5

bidders. If any component received a FAIL (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible.

- Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing "may," "can," "should," etc., is a **desirable requirement**. Offeror may waive these if they wish.

	IFB Reference	Compliance Categories	Pass/Fail (+/yes or -/no)				
	(Section/Location)		Vendor 1	Vendor 2	Vendor 3	Vendor 4	
1.	Section 3.2.1/Pg. 21 (per Amendment 2)	Was the bid submission deadline met?	Pass	Pass	Pass		
2.	Section 3.1.1/Pg. 20	Bid cover sheet included?	Pass	Pass	Pass		
3.	Section 3.1.2/Pg. 20	Bid form included?	Pass	Pass	Pass		
4.	Section 3.1.3/Pg. 20	Was the minimum number of references provided?	Pass	Pass	Pass		
5,	Section 3.1.4/Pg. 20	Was a signed certification statement(s) provided?	Pass	Pass	Pass		
6,	Section 3.1.5/Pg. 20	Were signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference/Tour provided (if any were issued/posted)?	Pass	Pass	Pass		
7.	Section 3.1.6/Pg. 20	Was Bidder's Acknowledgement of Bid as Public Record included? If redaction selected, is there a redacted copy of bid?	Pass	Pass	Pass		
8.	Section 3.2.2/Pg. 21	Were two signed original bids and one copy of the bid provided?	Pass	Pass	Pass		
9.	Section 4.1.2/Pg. 23	Did bidder meet minimum qualifications to be responsive?	Pass	Pass	Pass		

10.	Section 4.2/Pg. 24	Did bidder meet minimum qualifications to be deemed responsible?	Pass	Pass	Pass	
11.	Section 2.1/Pg. 10	Did bid include all information required by this section regarding the location of proposed facilities?	Pass	Pass	Pass	
12.	Section 2.2/Pg. 10	Did the bid meet the minimum requirements in this section?	Pass	Pass	Pass	
13.	Section 2.3/Pg. 11	Did the bid meet the scope of services required?	Pass	Pass	Pass	
14.	Section 2.5/Pg. 18	Did the bid demonstrate that the requirements will be met?	Pass	Pass	Pass	
		Acceptability Results:	Pass	Pass	Pass	

Bids Received: 4 Late Submissions: 0 Withdrawals: 0

Bids Rejected: <u>Non-Responsive</u>. <u>Non-Responsible</u>: <u>Non-Responsible</u>

Were any minor irregularities, informalities, defects, or variations waived by the agency? No

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor?

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor?

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor?

Were any nonconforming terms and conditions withdrawn by the vendor?

Were any conditional or qualified offers by the vendor allowed?

Were any discussions or negotiations held with the respondents classified as acceptable?

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations?

Did the agency request, require, and/or obtain any additional information from any vendor? No

Was any additional information, clarification, or corrections sought from any vendor? No

2. Cost Analysis Phase: The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

Vendor Name	Comparison	Calculated Ratio	X 100 points (Points to be awarded for cost)
Luther Martin Evangelistic Association	18.95	1	100 points
Crossroads Outreach Ministries	20	.9475	94.75
New Way Mississippi, Inc.	20	.9475	94.75

3. Evaluator Certifications and Signature:

#### Regarding evaluation recommendation,

- I certify that I have no conflict of interest.
- I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss any part of the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement nor have I made any notes or copies of any part of the submissions, scoring, or comments sheets.
- I certify that my scoring was based solely on my individual evaluation of each bid.

#### Regarding evaluation withdrawal,

I certify that my scoring was not based solely on my individual evaluation of each bid and my scoring was influenced by the following:

I certify that my evaluation of the bids was influenced by discussions as indicated below and therefore my scores should not be used.

Comments about the evaluation process:

**Evaluator Signature** 

1/27/25 Date

Jason Carney, Community Corrections Director Evaluator Name, Title (print)

Agency: Mississippi Department of Corrections IFB Name/Number: Transitional Housing

#### /3160007102

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary: <u>Yes</u> If yes, how many IFB amendments/modifications were issued? <u>2 amendments</u>

	Date of Issuance	Acknowledgements Received/Obtained
1.	1/3/25	1, 2, 3
2.	1/17/25	1, 2, 3

Were any vendor questions received by the deadline specified in the IFB? <u>No</u> If yes, was a Question and Answer Document issued: <u>N/A</u> Acknowledgements Received: <u>N/A</u>

If allowed by the IFB, was a Pre-IFB Conference held by the agency? <u>N/A</u> If held, was attendance mandatory to submit a bid? <u>N/A</u> If held, was a Pre-Bid Conference Summary Issued? <u>N/A</u> Acknowledgements Received: <u>N/A</u>

	Vendor Name	Date/Time Received	Comments
1.	Luther Martin Evangelistic Association	1/22/25 @ 11:45	
2.	Crossroads Outreach Ministries	1/21/25 @ 10:22	
3.	New Way Mississippi, Inc.	1/17/25 @ 11:02	and a second

1. Compliance Phase: Used to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers or resolutions. Bids with errors that do not alter the substance of the bid can be accepted, and the procurement officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other

bidders. If any component received a FAIL (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible.

- Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.
- Every statement containing "may," "can," "should," etc., is a desirable requirement. Offeror may waive these if they wish.

	IFB Reference	Compliance Categories		Pass/F	ail (+/yes d	or -/no)	
•	(Section/Location)		Vendor 1	Vendor 2	Vendor 3	Vendor 4	
1.	Section 3.2.1/Pg. 21 (per Amendment 2)	Was the bid submission deadline met?	Pass	Pass	Pass		
2.	Section 3.1.1/Pg. 20	Bid cover sheet included?	Pass	Pass	Pass		
3.	Section 3.1.2/Pg. 20	Bid form included?	Pass	Pass	Pass		
4.	Section 3.1.3/Pg. 20	Was the minimum number of references provided?	Pass	Pass	Pass		
5.	Section 3.1.4/Pg. 20	Was a signed certification statement(s) provided?	Pass	Pass	Pass		
6.	Section 3.1.5/Pg. 20	Were signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference/Tour provided (if any were issued/posted)?	Pass	Pass	Pass		
7.	Section 3.1.6/Pg. 20	Was Bidder's Acknowledment of Bid as Public Record included? If redaction selected, is there a redacted copy of bid?	Pass	Pass	Pass		
8.	Section 3.2.2/Pg. 21	Were two signed original bids and one copy of the bid provided?	Pass	Pass	Pass		
9.	Section 4.1.2/Pg. 23	Did bidder meet minimum qualifications to be responsive?	Pass	Pass	Pass		

10.	Section 4.2/Pg. 24	Did bidder meet minimum qualifications to be deemed responsible?	Pass	Pass	Pass	
11.	Section 2.1/Pg. 10	Did bid include all information required by this section regarding the location of proposed facilities?	Pass	Pass	Pass	
12.	Section 2.2/Pg. 10	Did the bid meet the minimum requirements in this section?	Pass	Pass	Pass	
13.	Section 2.3/Pg. 11	Did the bid meet the scope of services required?	Pass	Pass	Pass	
14.	Section 2.5/Pg. 18	Did the bid demonstrate that the requirements will be met?	Pass	Pass	Pass	
		Acceptability Results:	Pass	Pass	Pass	

Bids Received: <u>4</u>	Late Submissions: <u>0</u>	Withdrawals: <u>0</u>
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Bids Rejected: <u>1</u> Non-Responsive: <u>Non-Responsible</u>: <u>Non-Responsible</u>] <u>Non-Responsible</u>: <u>Non-Responsible</u>] <u>Non-Responsible</u> <u>Non-Responsible</u>] <u>Non-Responsible</u>] <u>Non-Responsible</u>] <u>Non-Responsible</u>] <u>Non-Responsible</u> <u>Non-Responsible</u>] <u>Non-Responsible</u> <u>Non-Responsible</u>] <u>Non-Responsible</u>] <u>Non-Responsible</u>] <u>Non-Responsible</u>] <u>Non-Responsible</u>]

Were any minor irregularities, informalities, defects, or variations waived by the agency? No

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor?

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor?

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor?

Were any nonconforming terms and conditions withdrawn by the vendor?

Were any conditional or qualified offers by the vendor allowed?

Were any discussions or negotiations held with the respondents classified as acceptable?

Page 3 of 5

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations?

Dld the agency request, require, and/or obtain any additional information from any vendor?

Was any additional information, clarification, or corrections sought from any vendor?

2. Cost Analysis Phase: The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

Comparison	Calculated Ratio	X 100 points (Points to be awarded for cost)
18.95	1	100 points
20	.9475	
20	.9475	
	18.95 20	18.95 1 20 .9475

#### 3. Evaluator Certifications and Signature:

#### Regarding evaluation recommendation,

- 1 certify that I have no conflict of interest.
- I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss any part of the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement nor have I made any notes or copies of any part of the submissions, scoring, or comments sheets.
- I certify that my scoring was based solely on my individual evaluation of each bid.

#### Regarding evaluation withdrawal,

I certify that my scoring was not based solely on my individual evaluation of each bid and my scoring was influenced by the following:

Page 4 of 5

I certify that my evaluation of the bids was influenced by discussions as indicated below and therefore my scores should not be used.

Comments about the evaluation process:

**Evaluator** Signature

Evaluator Signature Shelly Heggins, LEOG Evaluator Name, Title (print)

01.27.25

Date

Page 5 of 5

Agency: Mississippi Department of Corrections IFB Name/Number: Transitional Housing /3160007102

Were any IFB amendments/modifications issued, including Question and Answer Document and/or Pre-IFB Conference Summary: <u>Yes</u> If yes, how many IFB amendments/modifications were issued? <u>2 amendments</u>

	Date of Issuance	Acknowledgements Received/Obtained
1.	1/3/25	1, 2, 3
2.	1/17/25	1, 2, 3

Were any vendor questions received by the deadline specified in the IFB? <u>No</u> If yes, was a Question and Answer Document issued: <u>N/A</u> Acknowledgements Received: <u>N/A</u>

If allowed by the IFB, was a Pre-IFB Conference held by the agency? <u>N/A</u> If held, was attendance mandatory to submit a bid? <u>N/A</u> If held, was a Pre-Bid Conference Summary Issued? <u>N/A</u> Acknowledgements Received: <u>N/A</u>

	Vendor Name	Date/Time Received	Comments
1.	Luther Martin Evangelistic Association	1/22/25 @ 11:45 a.m.	
2.	Crossroads Outreach Ministries	1/21/25 @ 10:22 a.m.	
3.	New Way Mississippi Inc.	1/17/25 @ 11:02 a.m.	

1. Compliance Phase: Used to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score. Evaluators simply record PASS or FAIL for each numbered item. In the event that any factor receives a FAIL or for some reason cannot be evaluated, an explanation of the problem or concern and the corresponding question must be evaluated and made part of the record, to include any allowable waivers or resolutions. Bids with errors that

do not alter the substance of the bid can be accepted, and the procurement officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders. If any component received a FAIL (a "No" response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible.

• Every statement containing "must," "shall," "will," etc., is a mandatory requirement. Failure to respond leads to mandatory bid disqualification. Such mandatory requirements are to be clear and (preferably) standing alone.

	IFB Reference	Compliance Categories	ce Categories				
	(Section/Location)		Vendor 1	Vendor 2	Vendor 3	Vendor 4	
1.	Section 3.2.1/Pg. 21 (per Amendment 2)	Was the bid submission deadline met?	Pass	Pass	Pass		
2.	Section 3.1.1/Pg. 20	Bid cover sheet included?	Pass	Pass	Pass		
3,	Section 3.1.2/Pg. 20	Bid form included?	Pass	Pass	Pass		
4.	Section 3.1.3/Pg. 20	Was the minimum number of references provided?	Pass	Pass	Pass		
5.	Section 3.1.4/Pg. 20	Was a signed certification statement(s) provided?	Pass	Pass	Pass		
6.	Section 3.1.5/Pg. 20	Were signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference/Tour provided (if any were issued/posted)?	Pass	Pass	Pass		
7.	Section 3.1.6/Pg. 20	Was Bidder's Acknowledment of Bid as Public Record included? If redaction selected, is there a redacted copy of bid?	Pass	Pass	Pass		
8.	Section 3.2.2/Pg. 21	Were two signed original bids and one copy of the bid provided?	Pass	Pass	Pass		

• Every statement containing "may," "can," "should," etc., is a desirable requirement. Offeror may waive these if they wish.

9.	Section 4.1.2/Pg. 23	Did bidder meet minimum qualifications to be responsive?	Pass	Pass	Pass	
10.	Section 4.2/Pg. 24	Did bidder meet minimum qualifications to be deemed responsible?	Pass	Pass	Pass	
11.	Section 2.1/Pg. 10	Did bid include all information required by this section regarding the location of proposed facilities?	Pass	Pass	Pass	
12.	Section 2.2/Pg. 10	Did the bid meet the minimum requirements in this section?	Pass	Pass	Pass	
13.	Section 2.3/Pg. 11	Did the bid meet the scope of services required?	Pass	Pass	Pass	1
14.	Section 2.5/Pg. 18	Did the bid demonstrate that the requirements will be met?	Pass	Pass	Pass	
		Acceptability Results:	Pass	Pass	Pass	

Bids Received: <u>4</u> Late Submissions: <u>0</u> Withdrawals: <u>0</u>

Bids Rejected: 1\_ Non-Responsive: \_ Non-Responsible: \_

Were any minor irregularities, informalities, defects, or variations waived by the agency? NO

Were any exceptions or deviations taken to standard procurement or contract terms and conditions by the vendor?

Were any exceptions or deviations taken to standard procurement or contract terms and conditions withdrawn by the vendor?

Were any nonconforming terms and conditions taken or listed to standard procurement and contract terms and conditions provided by the vendor?

Were any nonconforming terms and conditions withdrawn by the vendor?

Were any conditional or qualified offers by the vendor allowed?

Were any discussions or negotiations held with the respondents classified as acceptable?

Was the purpose of these discussions merely to assist with the responsive and/or responsible determinations?

Did the agency request, require, and/or obtain any additional information from any vendor? NO

Was any additional information, clarification, or corrections sought from any vendor? NO

2. Cost Analysis Phase: The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

Vendor Name	Comparison	Calculated Ratio	X 100 points (Points to be av	varded for cost)
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Crossroads Outreach Ministries	20	.9475	94.75	
New Way Mississippi Inc.	20	.9475	94.75	

3. Evaluator Certifications and Signature:

#### Regarding evaluation recommendation,

- K | certify that | have no conflict of interest.
- X I certify that submissions and the ratings for this procurement will be held in strict confidence. I will not discuss any part of the evaluation process with anyone. I will not contact the entities that submitted a response to the procurement nor have made any notes or copies of any part of the submissions, scoring, or comments sheets.
- $\bigvee$  I certify that my scoring was based solely on my individual evaluation of each bid.

#### Regarding evaluation withdrawal,

- I certify that my scoring was not based solely on my individual evaluation of each bid and my scoring was influenced by the following:
- following:
  I certify that my evaluation of the bids was influenced by discussions as indicated below and therefore my scores should not be used.

Comments about the evaluation process:

Evaluator Signat

John

**Evaluator Name, Title (print)** 

24/2025

Date

# **BID IRREGULARITIES**

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Urgent Missing Danum	Image: State of the state o	Good Afternoon, Per the invitation for Bid (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:	<ol> <li>Bid Cover Sheet (Attachment A) – you were missing a signature and did not answer one of the questions.</li> <li>Bid Form (Attachment B)– filled out completely with the pricing and a wet signature. You were missing actrowfedgements for Amendments 1 and 2. Missing the signed Actnowfedgement for Amendments 1 and 2. Nitsing the signed Actnowfedgement for Amendment #1. For your convenience, you can find the form on our website at the following link:: <u>https://</u>You provided two (2) copies of Amendment #2.</li> <li>Actnowfedgment of Bid as Public Record (Attachment #1. – missing a selected option.</li> </ol>	Please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. If we do not received your required information, your bid will not be considered.	Sincerely,	Princess R. Hayes Project . Management Team Leader Legal Department d Mississippi Department of Corrections 301 North Lamar Street Jackson, MJ, 39201, Phones. 601-359-5394 Princess Hayes@mdocsfelte.ms.us		<b>N</b> K

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				convenience, you				
sage (HTML)				lment #2. For your				
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tais 🖓 Teil me anat yau want to da .	(\$ Ignore X (2000) (200	8	ourse memory. Per the Invitation for Bid (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:	Bid Form (Attachment B)- filled out completely with the pricing and a vet signature. Bid was submitted prior to the issued Amendment #2. Missing the acknowledgement. Please also https://www.midoc.ms.gov/aites/fileadi.met/Procriment/316600710376074011440001103750040041440000000000000000000 3ª Reference was missing date of service. Please resubmit with corrected information.	Please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. If we do not received your required information, your bid will not be considered.		Princes R. Hayes Project Management Team Leader Missispip Department of Corrections Missispip Department of Corrections Mill North Lanar Street Jackson, MIS 99201 Jackson, MIS 99201 Prioress Hävves@midoc.state.ms.us	
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	Manoger Sive eate New	Steps om' + Mices IFB RFk#< 31600	02, you were required	nd a wet signature. Bio 2007/102%20Transition orrected Information.	w, Thursday, January 23					
timmi to do	Move Ic: ? Team Email Reply & Delete	sypond "berry1891@paboo.com; 'pinodes@newwarmss.com' + cuments for Transitional Housing Service:	ing Services 31600071.	stely with the pricing a lest/Procumment/3166 Hease resubmit with o	tion by noon tomorrov					
<ul> <li></li></ul>	🛒 Meeting	Do 1	Good Afternaon, Per the Invitation for Bld (IFB) for Transitional Housing Services 3160007102, you were required to send in the following:	Bid Form (Attrachment B)—filled out completely with the pricing and a wet signature. Bid was submitted prior to the Issued Amendment #2. Missing the actrowiedgement. Please also https://www.mdec.ms.gov/sites/distant/files/Prostumment/3160007107%50f1antuliona%500Haiving%20EB0400A0040000400 3 <sup>rd</sup> Reference was missing date of service. Please resubmit with corrected information.	Please ensure we received all of the above information by noon tomorrow, Thursday, January 23, 2025. If we do not received your required information, your bid will not be considered.		s ni: Toam Loader I	Allssispip Department of Corrections Allssispip Department of Corrections	u 304 <u>mdoc.state.ms.us</u>	
H A	× efe	Delete Hayes, Princess Urgent: Missing	Good Afternoon, Perthe Invitation fo	1. Bid Form (Å https://ww 2. 3 <sup>rd</sup> Referen	Please ensure we ri	Sincerely,	Princess R. Hayes Project Management Toam Leader Teerst Devisermed	Mississippi Department 301 North Lamar Street	Jarwan, xxz 22401 Phone: 601-359-3304 Princes:Haves@ndoc.state.ms.us	

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# **RECEIVED LOG**

## TO BE COMPLETED BY MDOC STAFF ONLY

# INVITATION FOR BIDS Missing Documents Transitional Housing Services RFx#: 3160007102

#	Date Received	Company's Name	Mail / Hand- Delivered	Time Received
1.	1/23/25	Luther mortin / That Souls Be Sared	Floord	8:42 AM
2.	1123/25	New way Mirrorstoies	Hanal	9:32 Am
3.	1/23/25	Crussroad Ministries	Hand	11:57 MW
4.	1/23/25	Sober Living	Hond / Electronic	11:59 AM
5.				
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# NOTICE OF INTENT TO AWARD



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

#### Notice of Intent to Award

January 29, 2025

Procurement Type and Number	IFB # 3160007102
Procurement Title	IFB for Transitional Housing Services
Opening Date and Time	January 22, 2025, at 2:00 pm CST

The following vendors submitted responses to the above solicitation:

- Luther Martin Evangelistic Association, Pearl, MS
- Sober Living Residential, LLC, Meridian, MS
- Crossroads Outreach Ministries, Inc., Ridgeland, MS
- New Way Mississippi, Inc., Ridgeland, MS

The above responding vendors have been listed in the order of overall price, lowest to highest. Since the vendors' bids included different numbers of available beds which made the overall price for bidders offering more beds higher, the per bed, per day price has been used as the overall price. All bid forms are attached as Exhibit A.

The following vendor was determined non-responsive and/or non-responsible and has been notified separately of the reason(s) therefor:

• Sober Living Residential, LLC, Meridian, MS

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendors upon approval by the Public Procurement Review Board, contingent upon a certificate of insurance which outlines the coverage and limits defined in the solicitation and any exceptions being negotiated to the satisfaction of the MDOC:

- Luther Martin Evangelistic Association, Pearl, MS
- Crossroads Outreach Ministries, Inc., Ridgeland, MS
- New Way Mississippi, Inc., Ridgeland, MS

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to email Princess Hayes, Project Management Team Leader at procurement@mdoc.state.ms.us, with the subject IFB #3160007102, if you would like to request

a post-award vendor debriefing where we can share with you any applicable information about your response including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to your company's response. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than February 3, 2025, which is a change from the initial anticipated January 27, 2025 date included in the IFB. This date was amended due to the delayed date of bid opening on January 22, 2025 due to inclement weather, and is in accordance with requirements the OPSCR rules. 12 Miss. Admin. Code Part 9.

Vendors are reminded that any requests for reconsideration of this decision must be submitted to Princess R. Hayes and the Director of OPSCR, Amelia Gamble, within three (3) business days after the issuance of this notice or no later than February 3, 2025. Vendors may reference the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, Rule 5.6.3, for instructions on how to make a request for reconsideration. 12 Miss. Admin. Code Pt. 9, R. 5.6.3.

Vendors are reminded that the Agency Procurement File is available on the Agency website at www.mdoc.ms.gov/general-public/procurement.

The successful vendors are instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,

Amy Foster Tisdale, Esq. Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201 601-359-2496 (phone) 601-359-5735 (fax) Amy.Tisdale@mdoc.state.ms.us

# Exhibit A

#### ATTACHMENT B

#### **BID FORM**

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

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

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

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

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

Total Beds Currently Available (minimum is 10 beds)		120	
Maximum Rate Per Bed Per Day is \$20.00	х	18.95	*
Bid calculation = Total Beds x Rate per Bed x 365	=	\$830,010.0	00
*Offerors may offer an amount less than \$20.00 per day per bed.			

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

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

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

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

Company Name: Luther Martin Evangelistic Association - Men of MORE

Printed Nam	ne of Representative: Luther E. MARtin	
Date:	1-22-2025	
Signature:	Luce enfaite	
(		

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 B

#### **BID FORM**

Company	<b>Contact Person</b>	Telephone Number
Sober Residential Living LLC	Viola Greene	601-527-9119

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

- 1. All required equipment/material;
- 2. All required insurance;
- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
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	Amendment Number			Date	
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Arrand	3 600 NOL	1	21	2025	
#2			1	1	

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**Company Name:** 

Sober Residential Living LLC

Page 25 of 52

# Printed Name of Representative: Viola Greene

Date: De	cember 30, 2024	
Signature:	Viela Lien	1

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 B

#### **BID FORM**

Company	Contact Person	Telephone Number
Toronado Ministrico	Vick Omoruy	601-940-5417

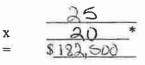
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Amendment Number	Date
# BFx 316 000 7102	1-22-25
#RFx 316000 7102	1-17-25

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

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

Company Name:	A	e	
<b>X J</b>	Classroade M	must	res

Printed Name of Representative:	Vicki	DeMoney	11
Date: 1-22-25			1
Signature: Victor O	e mo	NUX	

**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 B

#### **BID FORM**

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

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

1. All required equipment/material;

2. All required insurance;

3. All required overhead;

4. All required profit;

5. All required vehicles;

6. All required fuel and mileage;

7. All required labor and supervision;

8. All required business and professional certifications, licenses, permits, or fees; and,

9. Any and all other costs.

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

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

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

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

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Amendment Number	Date
4	1-3-2025
2	1-22-2025

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

Company Name:

New Way Mississippi, Inc.

Printed Name of Representative:

Date:

. •

January 22, 2025

Signature:

Che

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### Tisdale, Amy

From: Sent: To: Subject: Attachments: Hayes, Princess Wednesday, January 29, 2025 6:55 PM Tisdale, Amy FW: RFx 3160007102 - Notice of Intent to Award Notice of Intent to Award with Exhibit.pdf

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



From: Hayes, Princess Sent: Wednesday, January 29, 2025 6:48 PM To: 'opacj1@aol.com' <opacj1@aol.com> Subject: RFx 3160007102 - Notice of Intent to Award

Good afternoon,

Please see the enclosed documentation.

Thank you,

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



Edit

Delete

Revisions

## **GENERAL PUBLIC**

Public Records Requests

**Related Legislation** 

Procurement

Monthly Fact Sheets (2001-2024)

Daily Inmate Population (2021-2024)

Net Admissions by Fiscal Year (2006-2022)

## PROCUREMENT

View

✓ Request for Quotes Formal (RFQF)

A Invitation for Bid (IFB)

#### IFB 3160007102 Transitional Housing Services

- o <u>3160007102 Transitional Housing IFB Amendment 1</u>
- <u>3160007102</u> Transitional Housing IFB Amendment 2 Calendar of Events Revision
- 3160007102 Notice of Intent to Award with Exhibit

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# NOTICE OF INTENT TO AWARD



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

### Notice of Intent to Award

January 29, 2025

Procurement Type and Number	IFB # 3160007102	
Procurement Title	IFB for Transitional Housing Services	
<b>Opening Date and Time</b>	January 22, 2025, at 2:00 pm CST	

The following vendors submitted responses to the above solicitation:

- Luther Martin Evangelistic Association, Pearl, MS
- Sober Living Residential, LLC, Meridian, MS
- Crossroads Outreach Ministries, Inc., Ridgeland, MS
- New Way Mississippi, Inc., Ridgeland, MS

The above responding vendors have been listed in the order of overall price, lowest to highest. Since the vendors' bids included different numbers of available beds which made the overall price for bidders offering more beds higher, the per bed, per day price has been used as the overall price. All bid forms are attached as Exhibit A.

The following vendor was determined non-responsive and/or non-responsible and has been notified separately of the reason(s) therefor:

• Sober Living Residential, LLC, Meridian, MS

Responses were evaluated according to the criteria stated in the solicitation. We announce our intent to award a contract to the following vendors upon approval by the Public Procurement Review Board, contingent upon a certificate of insurance which outlines the coverage and limits defined in the solicitation and any exceptions being negotiated to the satisfaction of the MDOC:

- Luther Martin Evangelistic Association, Pearl, MS
- Crossroads Outreach Ministries, Inc., Ridgeland, MS
- New Way Mississippi, Inc., Ridgeland, MS

We would like to thank each vendor for your time and efforts in preparing a response to this solicitation.

We invite you to email Princess Hayes, Project Management Team Leader at procurement@mdoc.state.ms.us, with the subject IFB #3160007102, if you would like to request

a post-award vendor debriefing where we can share with you any applicable information about your response including significant weaknesses or deficiencies, technical ratings, and overall ranking specific to your company's response. This debriefing is a meeting and not a hearing; therefore, legal representation is not required. However, if you prefer to have legal representation present, you must provide notification prior to the scheduled meeting so that we can also have legal representation present. Your request for debriefing must be received within three (3) business days after the issuance of this notice or no later than February 3, 2025, which is a change from the initial anticipated January 27, 2025 date included in the IFB. This date was amended due to the delayed date of bid opening on January 22, 2025 due to inclement weather, and is in accordance with requirements the OPSCR rules. 12 Miss. Admin. Code Part 9.

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Vendors are reminded that the Agency Procurement File is available on the Agency website at www.mdoc.ms.gov/general-public/procurement.

The successful vendors are instructed not to begin work, purchase materials, or enter into subcontracts relating to the project or services until execution of the contract.

We appreciate your interest in doing business with the State of Mississippi.

Sincerely,

My A. Tosdale

Amy Foster Tisdale, Esq. Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201 601-359-2496 (phone) 601-359-5735 (fax) Amy.Tisdale@mdoc.state.ms.us

## Exhibit A

## ATTACHMENT B

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

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

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

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

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Amendment Number	Date
One	January 3, 2025
Тwo	January 17, 2025

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

Company Name: Luther Martin Evangelistic Association - Men of MORE

Printed Name of Representative	Luther E. Martin
Date: 1-0	22 - 2025
Signature:	enfait
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**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 B**

#### **BID FORM**

Company	<b>Contact Person</b>	Telephone Number
Sober Residential Living LLC	Viola Greene	601-527-9119

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

Total Beds Currently Available (minimum is 10 beds)			95	
Maximum Rate Per Bed Per Day is \$20.00	x		20	*
Bid calculation = Total Beds x Rate per Bed x 365	=	\$_	693,500	0.00
*Offerors may offer an amount less than \$20.00 per day per bed.				

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

#### **Company Name:**

Sober Residential Living LLC

## Printed Name of Representative:

Date:	December 30, 2024			
`Signatur	re: Viela	Freen	-	

Viola Greene

**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 B

#### **BID FORM**

Company	Contact Person	Telephone Number	
Crossroad Ministrice	Vicki Ornony	601-940-5417	

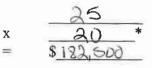
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- 3. All required overhead;
- 4. All required profit;
- 5. All required vehicles;
- 6. All required fuel and mileage;
- 7. All required labor and supervision;
- 8. All required business and professional certifications, licenses, permits, or fees; and,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

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

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

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



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

Amendment Number	Date
# BFx 316 000 7102	1-22-25
2 \$ RFx 316000 7102	1-17-25

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

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

**Company Name:** Crossnoade Minust nes

**Printed Name of Representative:** 

	Vicki	DeMoney	
Date: 1-23-25			
Signature: Viabi O	le mor	my	

**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.

New Way Mississippi, Inc. Mississippi Department of Corrections, IFB RFx 3160007102

#### ATTACHMENT B

#### **BID FORM**

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

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

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

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

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

Total Beds Currently Available (minimum is 10 beds) 80 Maximum Rate Per Bed Per Day is \$20.00 х

\$20.00 \*

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

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

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

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

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

Company Name:

New Way Mississippi, Inc.

Printed Name of Representative:

Date:

 $\sim 8$ 

January 22, 2025

Signature:

ph opp

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.

## DEBRIEFING

## Bidders Requesting a Debrief and When Debrief Conducted

1. Luther Martin Evangelistic Association – 2/3/25 10:00 am

2. Crossroads Outreach Ministries, Inc. - 2/3/25 1:00 pm

## DEBRIEFING EMAILS

Subject:	Debriefing Meeting for Crossroads
Location:	https://us05web.zoom.us/j/85922122051?pwd=958zD6pqnQqybaYigJSzuNvb7II46O.1
Start:	Mon 2/3/2025 1:00 PM
End:	Mon 2/3/2025 1:40 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Hayes, Princess
Required Attendees:	vicki@crossroadsms.org; Cockrell, Courtney; Hayes, Princess; Henry, Crystal; Tisdale, Amy

Good Afternoon, Ms. DeMoney,

Your Debrief Meeting is Monday, February 3, 2025, at 1:00 PM. All invited participants, please click on the Zoom Meeting link below to join the meeting on Monday.

Thank you.

Courtney Cockrell is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://us05web.zoom.us/j/85922122051?pwd=958zD6pqnQqybaYigJSzuNvb7II460.1

Meeting ID: 859 2212 2051 Passcode: YiiaQ7

From: Sent: To: Cc: Subject: Hayes, Princess Friday, January 31, 2025 4:12 PM 'vicki crossroadsms.org' Tisdale, Amy Debrief Letter - Requesting Response

Good Afternoon, Ms. DeMoney,

We spoke earlier today noting that we have not received a response to our Debrief Letter indicating times for a meeting. This response must be in writing and received by 5:00 PM today. Please reply to Procurement@mdoc.state.ms.us

Thank you,

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



From: Sent: To: Subject: Procurement Friday, January 31, 2025 5:17 PM 'vicki crossroadsms.org' RE: Crossroads

Good Afternoon,

We can do 1:00 PM on Monday, February 3, 2025,

Thank you,

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



From: vicki crossroadsms.org <vicki@crossroadsms.org> Sent: Friday, January 31, 2025 5:01 PM To: Procurement <Procurement@mdoc.state.ms.us> Subject: Re: Crossroads

I won't be able to make that time I am already on scheduled for another meeting. Would the afternoon be possible<

Thank you, Vicki



http://crossroadsms.org/fb/crossroadsms

From: Procurement <<u>Procurement@mdoc.state.ms.us</u>> Sent: Friday, January 31, 2025 4:57 PM To: vicki crossroadsms.org <<u>vicki@crossroadsms.org</u>> Subject: RE: Crossroads

Good Afternoon, Ms. DeMoney,

The available time now is Monday, February 3, 2025, at 9:30 AM. I have attached your letter for your records. Shall we confirm this time for a ZOOM meeting for you? Please also confirm the names and emails of those in attendance.

Thank you,

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



From: vicki crossroadsms.org <<u>vicki@crossroadsms.org</u>> Sent: Friday, January 31, 2025 4:49 PM To: Procurement <<u>Procurement@mdoc.state.ms.us</u>> Subject: Crossroads

I would like to request a post award debriefing. Please advise what date and time would be available

Thank you, Vicki DeMoney



http://crossroadsms.org/fb/crossroadsms



STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 30, 2025

Ms. Vicki DeMoney Crossroads Outreach Ministries, Inc. 123 Watford Parkway Canton, MS 39046

via email only at: vicki@crossroadsms.org

## Re: Request for Debrief Following Notice of Intent to Award Invitation for Bid No. 3160007102, Transitional Housing Services

Dear Ms. DeMoney:

We received your email dated today, Thursday, January 30, 2025, requesting a debriefing following the Mississippi Department of Corrections' (the <u>"Department"</u>) issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services. Consistent with Section 4.6 of Invitation for Bids No. 3160007102, Transitional Housing Services (<u>"IFB</u>"), representatives of the Department can be available the following two (2) dates and times for a virtual debrief session with representatives from Crossroads Outreach Ministries, Inc. ("Crossroads"):

 Friday. January 31. 2025:
 1:30 p.m. CST

 Monday, February 3. 2025:
 9:30 a.m. CST

Given the shortened timeframe to complete requested debriefings and contract negotiations, please let us know at your earliest convenience which of the above dates and

times work for Crossroads and provide the names and email addresses of all attendees. We will then circulate a Zoom invite for all participants.

Additionally, in anticipation of the debrief session with Crossroads, we would respectfully request that you provide us any questions that you all anticipate at this time Crossroads would like answered during the debrief. Please email these questions to me at the same email address previously utilized as soon as possible.

In anticipation of your debrief, the Department invites you to view the Agency Procurement File, which is available on our website at <u>www.mdoc.ms.gov/general-public/procurement.</u>

Please note that as part of the debrief, the Department will not compare Crossroads with other bidders with the exception of providing the position of Crossroads' final rank in relation to the other proposals. No additional documentation will be provided at this time.

To the extent Crossroads seeks copies of additional documents, requests must be made in the form of a request for public records, consistent with Mississippi Code Annotated § 25-61-5 (2018). Public records requests can be made utilizing the Department's website at <a href="https://www.mdoc.ms.gov/general-public">https://www.mdoc.ms.gov/general-public</a>.

Finally, please also note that the State has not yet executed a final agreement with any Bidder as of the date of this correspondence. We look forward to the opportunity to meet with you and others from Crossroads and appreciate your continued interest in partnering with our Department.

Sincerely,

Uny J. Todale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

From:ProcurementSent:Friday, January 31, 2025 4:57 PMTo:'vicki crossroadsms.org'Subject:RE: CrossroadsAttachments:Request for Debrief Notice - Crossroads.pdf

Good Afternoon, Ms. DeMoney,

The available time now is Monday, February 3, 2025, at 9:30 AM. I have attached your letter for your records. Shall we confirm this time for a ZOOM meeting for you? Please also confirm the names and emails of those in attendance.

Thank you,

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



From: vicki crossroadsms.org <vicki@crossroadsms.org> Sent: Friday, January 31, 2025 4:49 PM To: Procurement <Procurement@mdoc.state.ms.us> Subject: Crossroads

I would like to request a post award debriefing. Please advise what date and time would be available

Thank you, Vicki DeMoney



http://crossroadsms.org/fb/crossroadsms

Subject: Location:	Debriefing Meeting for Luther Martin https://us05web.zoom.us/j/83365387676?pwd=L0iYOV0v0UH5ibhRgOVNcyaPzaSu0Z.1
Start: End: Show Time As:	Mon 2/3/2025 10:00 AM Mon 2/3/2025 10:40 AM Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer: Required Attendees:	Hayes, Princess tabitha@luthermartin.org; info@luthermartin.org; Cockrell, Courtney; Shalommartin8 @gmail.com; Sara@luthermartin.org; Randall@thatsoulsbesaved.org; Hayes, Princess; Henry, Crystal; Tisdale, Amy

Good morning, Mr. Martin,

Your Debrief Meeting is Monday, February 3, 2025, at 10:00 AM. All invited participants, please click on the Zoom Meeting link below to join the meeting on Monday.

Thank you.

Courtney Cockrell is inviting you to a scheduled Zoom meeting. Join Zoom Meeting https://us05web.zoom.us/j/83365387676?pwd=L0iYOV0v0UH5ibhRgOVNcyaPzaSu0Z.1

Meeting ID: 833 6538 7676 Passcode: fN2XC3



STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 30, 2025

Mr. Luther Martin Luther Martin Evangelistic Association 114 Office Park Plaza, Suite 3 Jackson, MS 39206

via email only at: info@luthermartin.org

## Re: Request for Debrief Following Notice of Intent to Award Invitation for Bid No. 3160007102, Transitional Housing Services

Dear Mr. Martin:

We received your email dated today, Thursday, January 30, 2025, requesting a debriefing following the Mississippi Department of Corrections' (the <u>"Department"</u>) issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services. Consistent with Section 4.6 of Invitation for Bids No. 3160007102, Transitional Housing Services <u>("IFB")</u>, representatives of the Department can be available the following two (2) dates and times for a virtual debrief session with representatives from Luther Martin Evangelistic Association <u>("Association")</u>:

 Friday. January 31. 2025:
 2:00 p.m. CST

 Monday. February 3, 2025:
 10:00 a.m. CST

Given the shortened timeframe to complete requested debriefings and contract negotiations, please let us know at your earliest convenience which of the above dates and

times work for the Association and provide the names and email addresses of all attendees. We will then circulate a Zoom invite for all participants.

Additionally, in anticipation of the debrief session with the Association, we would respectfully request that you provide us any questions that you all anticipate at this time the Association would like answered during the debrief. Please email these questions to me at the same email address previously utilized as soon as possible.

In anticipation of your debrief, the Department invites you to view the Agency Procurement File, which is available on our website at <u>www.mdoc.ms.gov/general-public/procurement</u>.

Please note that as part of the debrief, the Department will not compare the Association with other bidders with the exception of providing the position of the Association's final rank in relation to the other proposals. No additional documentation will be provided at this time.

To the extent the Association seeks copies of additional documents, requests must be made in the form of a request for public records, consistent with Mississippi Code Annotated § 25-61-5 (2018). Public records requests can be made utilizing the Department's website at <u>https://www.mdoc.ms.gov/general-public</u>.

Finally, please also note that the State has not yet executed a final agreement with any Bidder as of the date of this correspondence. We look forward to the opportunity to meet with you and others from the Association and appreciate your continued interest in partnering with our Department.

Sincerely,

amy J. Tosdale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

From:	luther martin <info@luthermartin.org></info@luthermartin.org>
Sent:	Thursday, January 30, 2025 5:21 PM
То:	Procurement
Subject:	Re: IFB #3160007162

Monday February 3rd at 10 will be fine. In attendance will be:

- Luther Martin info@luthermartin.org
- Tabitha Martin tabitha@luthermartin.org
- Sara Williams Sara@luthermartin.org
- Randall Williams

Randall@thatsoulsbesaved.org

Lexi Martin

Shalommartin8@gmail.com

Thank you.

A Billion Souls to Win Luther Chip Martin, Evangelist The content of this email is intended for the person or entity to which it is addressed only. This email may contain confidential information. If you are not the person to whom this message is addressed, be aware that any use, reproduction, or distribution of this message is strictly prohibited. If you received this in error, please contact the sender and immediately delete this email and any attachments.

From: Procurement <Procurement@mdoc.state.ms.us> Sent: Thursday, January 30, 2025 4:56:16 PM To: 'luther martin' <info@luthermartin.org> Subject: RE: IFB #3160007162

Good Afternoon, Mr. Martin,

Please view the attached documentation.

Sincerely,

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



From: luther martin <info@luthermartin.org> Sent: Thursday, January 30, 2025 3:05 PM To: Procurement <Procurement@mdoc.state.ms.us> Subject: IFB #3160007162

Greetings! We would like to schedule a time to take advantage of the opportunity for the debriefing. Thanks.



From: Sent: To: Subject: Attachments: Procurement Thursday, January 30, 2025 4:56 PM 'luther martin' RE: IFB #3160007162 Request for Debrief Notice - Luther Martin.pdf

Good Afternoon, Mr. Martin,

Please view the attached documentation.

Sincerely,

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



From: luther martin <info@luthermartin.org> Sent: Thursday, January 30, 2025 3:05 PM To: Procurement <Procurement@mdoc.state.ms.us> Subject: IFB #3160007162

Greetings! We would like to schedule a time to take advantage of the opportunity for the debriefing. Thanks.



# **REQUEST FOR RECONSIDERATION**

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

We took the following immediate actions upon discovering the issue:

Immediately emailed requested documents Sent staff to hand deliver bid packet

Our complete bid package was ready and finalized prior to the submission deadline, and we made every reasonable effort to ensure timely delivery. We understand the importance of adhering to procurement procedures and deadlines, and this technical issue was an exceptional circumstance that we could not have anticipated or prevented due to the email not received in a timely manner to deliver urgent requested documents to Jackson.

We respectfully request that you:

1. Review our bid package

2. Consider our submission as part of the procurement process for reconsideration with respect to Contract review rule 3.9.

3. Allow us to provide any additional documentation needed

We remain fully committed to this project and are prepared to continue to change lives as we have done since 2019 if selected. We currently have 45 returning citizens in our program as of today that are doing exceptionally well. We also have new additions to our program for 2025 that

is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

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Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

5

# RESPONSE TO REQUEST FOR RECONSIDERATION

From:	Procurement
Sent:	Friday, January 31, 2025 3:14 PM
То:	'TEARRAH CONERLY'; Procurement
Cc:	Amelia.Gamble@dfa.ms.gov; Tisdale, Amy
Subject:	RE: Sober Living Residential REQUEST FOR RECONSIDERATION
Attachments:	Request for Reconsideration Response - Sober Living.pdf

Good Afternoon, Ms. Conerly,

We are currently in the active stages for the IFB RFx # 3160007102, and then we will be awaiting approval through the Office of Personal Service Review Board for PPRB. Sober Living Residential, LLC has a contract with the Mississippi Department of Corrections (MDOC) until March 31, 2025, to provide Transitional Housing Services. The next steps will be provided during end of your contract period.

Your previous email response was to include your original request letter and it did not. We apologize for this oversight. Please view the updated enclosed documentation.

Thank you, **Princess R. Hayes**  *Project Management Team Leader*  **Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201 Phone: 601-359-5304** 



From: TEARRAH CONERLY <tearrahc@aol.com>
Sent: Friday, January 31, 2025 11:56 AM
To: Procurement <Procurement@mdoc.state.ms.us>
Cc: Amelia.Gamble@dfa.ms.gov; Tisdale, Amy <Amy.Tisdale@mdoc.state.ms.us>
Subject: Re: Sober Living Residential REQUEST FOR RECONSIDERATION

Thanks for your reconsideration. I am Just going through my application packet and seeing the reference letter pages. There is NO EXCUSE for the references the consultant input on the application. Mr Smith is the mayor here in Meridian and I am in a legal battle with the city fighting for the rights for MDOC returning citizens. Therefore he should have never been on as a reference. This is very heartbreaking after serving Mdoc since 2019 and having the level of success that we have had with this population. I will have no choice but to accept the consequences of not reviewing the application before submission. However this will affect a lot of returning citizens and decrease the availability of beds available for the state of Mississippi. I am sure that you are not

aware of the extensive level of services we provide for the residents to make an easy decision to not reconsider our application. However I do understand that the bidding application process has to be followed. At this point I am not sure of who to contact to start the process of transferring residents that are in our program or who can give direction of the next steps. Most here does not have an address therefore this process need to be started soon. Thank you and we have enjoyed the experience of saving and transforming so many lives.

Thanks

Tearrah Conerly

On Jan 31, 2025, at 10:45 AM, Procurement <a>Procurement@mdoc.state.ms.us></a> wrote:

Good morning, Ms. Conerly,

Please view the enclosed documentation.

Sincerely,

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

<image001.jpg>

From: Tearrah Conerly <<u>tearrahc@aol.com></u> Sent: Thursday, January 30, 2025 2:42 PM To: Procurement <<u>Procurement@mdoc.state.ms.us>; Amelia.Gamble@dfa.ms.gov</u> Subject: Sober Living Residential REQUEST FOR RECONSIDERATION

Hello,

My name is Tearrah Conerly, owner of Sober Living Residential in Meridian MS. Attached is my formal request for reconsideration of our bid for IFB Rfx: 3160007102. <Request for Reconsideration Response - Sober Living.pdf>



STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

# Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

We received your letter dated yesterday, Thursday, January 30, 2025, requesting a reconsideration of your bid following the Mississippi Department of Corrections' (the "Department") issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services.

Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi* Office of Personal Service Contract Review Rules and Regulations provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

Further, you requested in your letter that the Department review your bid package, suggesting that your bid was not reviewed because of an incorrect email address being included in your bid packet causing untimely submission of documents. However, the

Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

Sincerely,

Miff-Tisdale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### **NOTICE OF REJECTION**

Procurement Type and Number	Invitation for Bid RFx#3160007102
Procurement Title	Transitional Housing Services
<b>Opening Date and Time</b>	January 22, 2025 at 2:00 p.m.

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opaci 1 à aol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement a mdoc.state.ms.us.

Sincerely,

(Imy A. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

From: Sent: To: Subject: Hayes, Princess Thursday, January 30, 2025 11:48 AM 'TEARRAH CONERLY' RE: Update

Good morning, Ms. Conerly,

Thank you. All is well. Communication went out to the email listed in your bid packet. The email address listed was opacj1@aol.com .

Sincerely,

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

-----Original Message-----From: TEARRAH CONERLY <tearrahc@aol.com> Sent: Wednesday, January 29, 2025 5:23 PM To: Hayes, Princess <Princess.Hayes@mdoc.state.ms.us> Subject: Update

Good evening,

Hope all is well. This is Tee Conerly from Sober Living. I'm touching base with you regarding the bid. The date for announcement stated on 1/28/25. So i wanted to get an update since today is the 29th and we have not received as of today. I was getting a little worried since there was a hiccup with not receiving the email for the additional request in time.

Please advise

Thanks

Sent from my iPhone

From:	Procurement
Sent:	Monday, February 3, 2025 12:49 PM
То:	'Cecil Johnson'
Cc:	Tisdale, Amy; Cockrell, Courtney
Subject:	RE: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for
	Bid (IFB) No. 3160007102, Transitional Housing Services
Attachments:	Notice of Rejection.pdf

Good Afternoon, Mr. Cecil Johnson,

Thank you for your request for a bid reconsideration. We received the first Request for Bid Reconsideration from Sober Residential Living, LLC on January 30, 2025, which was within the three-day time limit for bidders, as specified in 5.6.3.1 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations (PPRB OPSCR)*. Unfortunately, the Mississippi Department of Corrections rejected the response based on Section 3.1.3 of the solicitation, which states that we were "unable to complete the required reference check from your list of references." The Notice of Rejection is attached for your reference. Please note that the deadline for submitting a bid packet, including references, was January 22, 2025.

We also received your second Request for Bid Reconsideration today, February 3, 2025, in which you requested to amend your references. According to Rule 5.5 of the PPRB OPSCR, the Bid Evaluation period for the Invitation for Bid (IFB) RFx 3160007102 has now concluded. Since this request is untimely, the Notice of Rejection will remain part of the Agency Procurement File.

Sincerely,

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



From: Cecil Johnson <opacj1@aol.com>
Sent: Saturday, February 1, 2025 7:28 PM
To: Procurement <Procurement@mdoc.state.ms.us>
Subject: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Ms. Hayes, I've included the above caption request for you to review. This letter provides the needed corrections according to Rule 5.5, in which the original Bid references were unable to be contacted. The request provides current references and contact information. Again, thank you for your consideration and time to correct this matter.

# Cecil Johnson, PHM, SHM, HCCP

Johnson & Wilson Consulting, LLC 902 26th Avenue Meridian, MS 39301 Phone: 601-227-0579 E-mail: <u>opacj1@aol.com</u>

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#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

# NOTICE OF REJECTION

<b>Procurement Type and Number</b>	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	
<b>Opening Date and Time</b>	January 22, 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: <u>opacj1@aol.com</u>

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement@mdoc.state.ms.us.

Sincerely,

A.Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

# REQUEST FOR RECONSIDERATION RESPONSE TO ALL BIDDERS

From: Sent: To: Cc: Subject: Attachments: Hayes, Princess Friday, January 31, 2025 3:36 PM 'vicki crossroadsms.org' Tisdale, Amy Response to Request for Reconsideration Request for Reconsideration Response - Sober Living.pdf

Good Afternoon,

As a requirement, all bidders are to receive responses given to Request for Reconsideration as noted in rule 5.6.3.1 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*. This Request for Reconsideration Response has been updated due to missing the original request from the bidder.

Thank you,

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





STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

# Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

We received your letter dated yesterday, Thursday, January 30, 2025, requesting a reconsideration of your bid following the Mississippi Department of Corrections' (the "<u>Department</u>") issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services.

Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi* Office of Personal Service Contract Review Rules and Regulations provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), *and* specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

Further, you requested in your letter that the Department review your bid package, suggesting that your bid was not reviewed because of an incorrect email address being included in your bid packet causing untimely submission of documents. However, the

Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

Sincerely,

1-Todale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### NOTICE OF REJECTION

Procurement Type and Number	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	
Opening Date and Time	January 22, 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: <u>opacj1.a.aol.com</u>

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement a mdoc.state.ms.us.

Sincerely,

any A. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

We took the following immediate actions upon discovering the issue:

Immediately emailed requested documents Sent staff to hand deliver bid packet

Our complete bid package was ready and finalized prior to the submission deadline, and we made every reasonable effort to ensure timely delivery. We understand the importance of adhering to procurement procedures and deadlines, and this technical issue was an exceptional circumstance that we could not have anticipated or prevented due to the email not received in a timely manner to deliver urgent requested documents to Jackson.

We respectfully request that you:

1. Review our bid package

2. Consider our submission as part of the procurement process for reconsideration with respect to Contract review rule 3.9.

3. Allow us to provide any additional documentation needed

We remain fully committed to this project and are prepared to continue to change lives as we have done since 2019 if selected. We currently have 45 returning citizens in our program as of today that are doing exceptionally well. We also have new additions to our program for 2025 that

is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

From:Hayes, PrincessSent:Friday, January 31, 2025 3:33 PMTo:'Iperry1841@yahoo.com'; 'Phyllis Rhodes'Cc:Tisdale, AmySubject:Response to Request for ReconsiderationAttachments:Request for Reconsideration Response - Sober Living.pdf

Good Afternoon,

As a requirement, all bidders are to receive responses given to Request for Reconsideration as noted in rule 5.6.3.1 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*. This Request for Reconsideration Response has been updated due to missing the original request from the bidder.

Thank you,

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



From:	Procurement
Sent:	Friday, January 31, 2025 3:14 PM
То:	'TEARRAH CONERLY'; Procurement
Cc:	Amelia.Gamble@dfa.ms.gov; Tisdale, Amy
Subject:	RE: Sober Living Residential REQUEST FOR RECONSIDERATION
Attachments:	Request for Reconsideration Response - Sober Living.pdf

Good Afternoon, Ms. Conerly,

We are currently in the active stages for the IFB RFx # 3160007102, and then we will be awaiting approval through the Office of Personal Service Review Board for PPRB. Sober Living Residential, LLC has a contract with the Mississippi Department of Corrections (MDOC) until March 31, 2025, to provide Transitional Housing Services. The next steps will be provided during end of your contract period.

Your previous email response was to include your original request letter and it did not. We apologize for this oversight. Please view the updated enclosed documentation.

Thank you, **Princess R. Hayes**  *Project Management Team Leader*  **Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201 Phone: 601-359-5304** 



From: TEARRAH CONERLY <tearrahc@aol.com>
Sent: Friday, January 31, 2025 11:56 AM
To: Procurement <Procurement@mdoc.state.ms.us>
Cc: Amelia.Gamble@dfa.ms.gov; Tisdale, Amy <Amy.Tisdale@mdoc.state.ms.us>
Subject: Re: Sober Living Residential REQUEST FOR RECONSIDERATION

Thanks for your reconsideration. I am Just going through my application packet and seeing the reference letter pages. There is NO EXCUSE for the references the consultant input on the application. Mr Smith is the mayor here in Meridian and I am in a legal battle with the city fighting for the rights for MDOC returning citizens. Therefore he should have never been on as a reference. This is very heartbreaking after serving Mdoc since 2019 and having the level of success that we have had with this population. I will have no choice but to accept the consequences of not reviewing the application before submission. However this will affect a lot of returning citizens and decrease the availability of beds available for the state of Mississippi. I am sure that you are not

aware of the extensive level of services we provide for the residents to make an easy decision to not reconsider our application. However I do understand that the bidding application process has to be followed. At this point I am not sure of who to contact to start the process of transferring residents that are in our program or who can give direction of the next steps. Most here does not have an address therefore this process need to be started soon. Thank you and we have enjoyed the experience of saving and transforming so many lives.

Thanks

Tearrah Conerly

On Jan 31, 2025, at 10:45 AM, Procurement < Procurement@mdoc.state.ms.us wrote:

Good morning, Ms. Conerly,

Please view the enclosed documentation.

Sincerely,

Princess R. Hayes Project Management Team Leader Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

<image001.jpg>

Phone: 601-359-5304

From: Tearrah Conerly <<u>tearrahc@aol.com</u>> Sent: Thursday, January 30, 2025 2:42 PM To: Procurement <<u>Procurement@mdoc.state.ms.us</u>>; <u>Amelia.Gamble@dfa.ms.gov</u> Subject: Sober Living Residential REQUEST FOR RECONSIDERATION

Hello,

My name is Tearrah Conerly, owner of Sober Living Residential in Meridian MS. Attached is my formal request for reconsideration of our bid for IFB Rfx: 3160007102. <Request for Reconsideration Response - Sober Living.pdf>



STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

# Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

We received your letter dated yesterday, Thursday, January 30, 2025, requesting a reconsideration of your bid following the Mississippi Department of Corrections' (the "<u>Department</u>") issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services.

Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations* provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

Further, you requested in your letter that the Department review your bid package, suggesting that your bid was not reviewed because of an incorrect email address being included in your bid packet causing untimely submission of documents. However, the

Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

Sincerely,

Imy)-Todale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### NOTICE OF REJECTION

Procurement Type and Number	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	
Opening Date and Time	January 22, 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacj1 *a* aol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement andoc state.ms.us.

Sincerely,

amy A. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

We took the following immediate actions upon discovering the issue:

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We respectfully request that you:

1. Review our bid package

2. Consider our submission as part of the procurement process for reconsideration with respect to Contract review rule 3.9.

3. Allow us to provide any additional documentation needed

We remain fully committed to this project and are prepared to continue to change lives as we have done since 2019 if selected. We currently have 45 returning citizens in our program as of today that are doing exceptionally well. We also have new additions to our program for 2025 that

is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

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Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

From:Hayes, PrincessSent:Friday, JanuaryTo:'luther martin'Cc:Tisdale, AmySubject:Response to ReAttachments:Request for Red

Friday, January 31, 2025 3:38 PM 'luther martin' Tisdale, Amy Response to Request for Reconsideration Request for Reconsideration Response - Sober Living.pdf

Good Afternoon,

As a requirement, all bidders are to receive responses given to Request for Reconsideration as noted in rule 5.6.3.1 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*. This Request for Reconsideration Response has been updated due to missing the original request from the bidder.

Thank you,

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





STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

# Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

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Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi* Office of Personal Service Contract Review Rules and Regulations provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

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Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

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Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### **NOTICE OF REJECTION**

Procurement Type and Number	Invitation for Bid RFx#3160007102
Procurement Title	Transitional Housing Services
<b>Opening Date and Time</b>	January 22, 2025 at 2:00 p.m.

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacit@aol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

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Sincerely,

amy A. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

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We respectfully request that you:

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We remain fully committed to this project and are prepared to continue to change lives as we have done since 2019 if selected. We currently have 45 returning citizens in our program as of today that are doing exceptionally well. We also have new additions to our program for 2025 that

is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

# **REQUEST FOR RECONSIDERATION**

From:Tearrah Conerly <tearrahc@aol.com>Sent:Thursday, January 30, 2025 2:42 PMTo:Procurement; Amelia.Gamble@dfa.ms.govSubject:Sober Living Residential REQUEST FOR RECONSIDERATIONAttachments:Bid reconsideration.docx

Hello,

My name is Tearrah Conerly, owner of Sober Living Residential in Meridian MS. Attached is my formal request for reconsideration of our bid for IFB Rfx: 3160007102.

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

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٤,

Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

3

From:	Cecil Johnson <opacj1@aol.com></opacj1@aol.com>
Sent:	Saturday, February 1, 2025 7:28 PM
To:	Procurement
Subject:	Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services
Attachments:	mdoc.pdf
Follow Up Flag:	Follow up
Flåg Status:	Flagged

Ms. Hayes, I've included the above caption request for you to review. This letter provides the needed corrections according to Rule 5.5, in which the original Bid references were unable to be contacted. The request provides current references and contact information. Again, thank you for your consideration and time to correct this matter.

1

#### Cecil Johnson, PHM, SHM, HCCP

Johnson & Wilson Consulting, LLC 902 26th Avenue Meridian, MS 39301 Phone: 601-227-0579 E-mail: <u>opacj1@aol.com</u>

#### Sober Residential Living, LLC

2401 State Blvd, Meridian, MS 39301

February 1, 2025

Princess R. Hayes, Project Management Team Leader Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

RE: Request for Reconsideration -- IFB RFx#: 3160007102 - Transitional Housing Services

Section 3.1.1 Reference Requirements

Dear Ms. Hayes:

I am writing to request reconsideration of our bid submission for [IFB RFx#3160007102] regarding transitional housing services. We received notification that our bid was disqualified due to inability to contact our provided references per Section 3.1.1 of the RFP requirements.

We take this matter seriously and have thoroughly investigated the situation. Upon review, we have:

1. Verified all contact information initially provided

2. Confirmed with our references that they remain willing to provide information

3. Discovered potential communication barriers that may have occurred

Reference Contact Updates and Verification:

1. Reference Organization #1 - Alliance Health Center/ New Leaf

- Primary Contact: [Name], [Title]- Timothy Arnold, MD, Chief Medical Officer

- Updated Phone: (601) 422-9491

- Updated Email: doctortla@yahoo.com

- Availability: Monday - Friday, 9:00 a.m. to 5:00 p.m.

- 2. Reference Organization #2- Weems Life Care
- Primary Contact: Megan Anderson, Director
- Updated Phone: (601) 650-8312
- Updated Email: msanderson@weemssmh.com
- Availability: Monday Friday, 9:00 a.m. to 4:00 p.m.

3. Reference Organization #3 - Positive Innergy Counseling Service

- Primary Contact: Dr. Oya Staten, Director
- Updated Phone: (601) 917-0271
- Updated Email: oyastaten@gmail.com
- Availability: Monday Friday, 9:00 a.m. to 4:00 p.m.
- 4. Reference Organization #4 Celebrate Recovery
- Primary Contact: Donna Wheatley, Program Director
- Updated Phone: (601)513-7627
- Updated Email: donnawheatley@comcast.net
- Availability: Monday Friday, 9:00 a.m. to 4:00 p.m.
- 5. Primary Contact: Agent Charles Coleman, Former SLR Parole Officer
- Updated Phone: (601)955-1914
- Updated Email: colemancharles54@gmail.com
- Availability: Monday Friday, 9:00 a.m. to 5:00 p.m.

To ensure immediate verification, we have:

- Verified current contact information and best times to reach each reference

- Confirmed their understanding of MDOC's reference check process

We respectfully request the opportunity to have our references re-contacted using the updated information provided. Our organization has successfully provided transitional housing services for 10 years, and these references can attest to our capability and reliability in delivering these critical services.-

To facilitate this process, the primary point of contact can be reached at: (601) 938-0947 or Tearrahc@aol.com. I am available to coordinate any reference checks or provide additional information as needed.

Thank you for your consideration of this request. We remain committed to partnering with MDOC to provide quality transitional housing services.

Sincerely,

Cecil Johnson

Johnson & Wilson Consulting, LLC

CC: Amy Foster Tisdale, Chief Procurement Officer

# RESPONSE TO REQUEST FOR RECONSIDERATION

From:	Procurement
Sent:	Friday, January 31, 2025 10:45 AM
То:	'Tearrah Conerly'; Procurement; Amelia.Gamble@dfa.ms.gov
Cc:	Tisdale, Amy
Subject:	RE: Sober Living Residential REQUEST FOR RECONSIDERATION
Attachments:	Request for Reconsideration Response - Sober Living.pdf

Good morning, Ms. Conerly,

Please view the enclosed documentation.

Sincerely,

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



From: Tearrah Conerly <tearrahc@aol.com> Sent: Thursday, January 30, 2025 2:42 PM To: Procurement <Procurement@mdoc.state.ms.us>; Amelia.Gamble@dfa.ms.gov Subject: Sober Living Residential REQUEST FOR RECONSIDERATION

Hello,

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STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

#### Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

We received your letter dated yesterday, Thursday, January 30, 2025, requesting a reconsideration of your bid following the Mississippi Department of Corrections' (the "<u>Department</u>") issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services.

Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi* Office of Personal Service Contract Review Rules and Regulations provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

Further, you requested in your letter that the Department review your bid package, suggesting that your bid was not reviewed because of an incorrect email address being included in your bid packet causing untimely submission of documents. However, the

Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

Sincerely,

Todale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### NOTICE OF REJECTION

Procurement Type and Number	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	4
Opening Date and Time	January 22, 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacj1 a aol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement *a* mdoc.state.ms.us.

Sincerely,

Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

From:	Procurement
Sent:	Monday, February 3, 2025 12:49 PM
То:	'Cecil Johnson'
Cc:	Tisdale, Amy; Cockrell, Courtney
Subject:	RE: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for
	Bid (IFB) No. 3160007102, Transitional Housing Services
Attachments:	Notice of Rejection.pdf

Good Afternoon, Mr. Cecil Johnson,

Thank you for your request for a bid reconsideration. We received the first Request for Bid Reconsideration from Sober Residential Living, LLC on January 30, 2025, which was within the three-day time limit for bidders, as specified in 5.6.3.1 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations (PPRB OPSCR)*. Unfortunately, the Mississippi Department of Corrections rejected the response based on Section 3.1.3 of the solicitation, which states that we were "unable to complete the required reference check from your list of references." The Notice of Rejection is attached for your reference. Please note that the deadline for submitting a bid packet, including references, was January 22, 2025.

We also received your second Request for Bid Reconsideration today, February 3, 2025, in which you requested to amend your references. According to Rule 5.5 of the PPRB OPSCR, the Bid Evaluation period for the Invitation for Bid (IFB) RFx 3160007102 has now concluded. Since this request is untimely, the Notice of Rejection will remain part of the Agency Procurement File.

Sincerely,

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



From: Cecil Johnson <opacj1@aol.com> Sent: Saturday, February 1, 2025 7:28 PM To: Procurement <Procurement@mdoc.state.ms.us> Subject: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services Ms. Hayes, I've included the above caption request for you to review. This letter provides the needed corrections according to Rule 5.5, in which the original Bid references were unable to be contacted. The request provides current references and contact information. Again, thank you for your consideration and time to correct this matter.

Cecil Johnson, PHM, SHM, HCCP

Johnson & Wilson Consulting, LLC 902 26th Avenue Meridian, MS 39301 Phone: 601-227-0579 E-mail: opacj1@aol.com

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#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### **NOTICE OF REJECTION**

<b>Procurement Type and Number</b>	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	
<b>Opening Date and Time</b>	Јапиагу 22, 2025 at 2:00 р.т.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacj1@nol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

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If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement@mdoc.state.ms.us.

Sincerely,

Umy J. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

# REQUEST FOR RECONSIDERATION RESPONSE TO ALL BIDDERS

From: Sent: To: Cc: Subject: Attachments: Hayes, Princess Friday, January 31, 2025 3:36 PM 'vicki crossroadsms.org' Tisdale, Amy Response to Request for Reconsideration Request for Reconsideration Response - Sober Living.pdf

Good Afternoon,

As a requirement, all bidders are to receive responses given to Request for Reconsideration as noted in rule 5.6.3.1 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*. This Request for Reconsideration Response has been updated due to missing the original request from the bidder.

Thank you,

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





STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

#### Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

We received your letter dated yesterday, Thursday, January 30, 2025, requesting a reconsideration of your bid following the Mississippi Department of Corrections' (the "<u>Department</u>") issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services.

Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi* Office of Personal Service Contract Review Rules and Regulations provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

Further, you requested in your letter that the Department review your bid package, suggesting that your bid was not reviewed because of an incorrect email address being included in your bid packet causing untimely submission of documents. However, the

Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

Sincerely,

Imy F. Tisdale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### NOTICE OF REJECTION

Procurement Type and Number	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	N
Opening Date and Time	January 22, 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacj1@aol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement a mdoc.state.ms.us.

Sincerely,

Uny A. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

We took the following immediate actions upon discovering the issue:

Immediately emailed requested documents Sent staff to hand deliver bid packet

Our complete bid package was ready and finalized prior to the submission deadline, and we made every reasonable effort to ensure timely delivery. We understand the importance of adhering to procurement procedures and deadlines, and this technical issue was an exceptional circumstance that we could not have anticipated or prevented due to the email not received in a timely manner to deliver urgent requested documents to Jackson.

We respectfully request that you:

1. Review our bid package

2. Consider our submission as part of the procurement process for reconsideration with respect to Contract review rule 3.9.

3. Allow us to provide any additional documentation needed

We remain fully committed to this project and are prepared to continue to change lives as we have done since 2019 if selected. We currently have 45 returning citizens in our program as of today that are doing exceptionally well. We also have new additions to our program for 2025 that

is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

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From:Hayes, PrincessSent:Friday, January 31, 2025 3:33 PMTo:'lperry1841@yahoo.com'; 'Phyllis Rhodes'Cc:Tisdale, AmySubject:Response to Request for ReconsiderationAttachments:Request for Reconsideration Response - Sober Living.pdf

Good Afternoon,

As a requirement, all bidders are to receive responses given to Request for Reconsideration as noted in rule 5.6.3.1 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*. This Request for Reconsideration Response has been updated due to missing the original request from the bidder.

Thank you,

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



From:	Procurement
Sent:	Friday, January 31, 2025 3:14 PM
То:	'TEARRAH CONERLY'; Procurement
Cc:	Amelia.Gamble@dfa.ms.gov; Tisdale, Amy
Subject:	RE: Sober Living Residential REQUEST FOR RECONSIDERATION
Attachments:	Request for Reconsideration Response - Sober Living.pdf

Good Afternoon, Ms. Conerly,

We are currently in the active stages for the IFB RFx # 3160007102, and then we will be awaiting approval through the Office of Personal Service Review Board for PPRB. Sober Living Residential, LLC has a contract with the Mississippi Department of Corrections (MDOC) until March 31, 2025, to provide Transitional Housing Services. The next steps will be provided during end of your contract period.

Your previous email response was to include your original request letter and it did not. We apologize for this oversight. Please view the updated enclosed documentation.

Thank you, **Princess R. Hayes**  *Project Management Team Leader*  **Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201 Phone: 601-359-5304** 



From: TEARRAH CONERLY <tearrahc@aol.com> Sent: Friday, January 31, 2025 11:56 AM To: Procurement <Procurement@mdoc.state.ms.us> Cc: Amelia.Gamble@dfa.ms.gov; Tisdale, Amy <Amy.Tisdale@mdoc.state.ms.us> Subject: Re: Sober Living Residential REQUEST FOR RECONSIDERATION

Thanks for your reconsideration. I am Just going through my application packet and seeing the reference letter pages. There is NO EXCUSE for the references the consultant input on the application. Mr Smith is the mayor here in Meridian and I am in a legal battle with the city fighting for the rights for MDOC returning citizens. Therefore he should have never been on as a reference. This is very heartbreaking after serving Mdoc since 2019 and having the level of success that we have had with this population. I will have no choice but to accept the consequences of not reviewing the application before submission. However this will affect a lot of returning citizens and decrease the availability of beds available for the state of Mississippi. I am sure that you are not

aware of the extensive level of services we provide for the residents to make an easy decision to not reconsider our application. However I do understand that the bidding application process has to be followed. At this point I am not sure of who to contact to start the process of transferring residents that are in our program or who can give direction of the next steps. Most here does not have an address therefore this process need to be started soon. Thank you and we have enjoyed the experience of saving and transforming so many lives.

Thanks

Tearrah Conerly

On Jan 31, 2025, at 10:45 AM, Procurement <<u>Procurement@mdoc.state.ms.us</u>> wrote:

Good morning, Ms. Conerly,

Please view the enclosed documentation.

Sincerely,

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

<image001.jpg>

From: Tearrah Conerly <<u>tearrahc@aol.com</u>> Sent: Thursday, January 30, 2025 2:42 PM To: Procurement <<u>Procurement@mdoc.state.ms.us</u>>; <u>Amelia.Gamble@dfa.ms.gov</u> Subject: Sober Living Residential REQUEST FOR RECONSIDERATION

Hello,

My name is Tearrah Conerly, owner of Sober Living Residential in Meridian MS. Attached is my formal request for reconsideration of our bid for IFB Rfx: 3160007102. <Request for Reconsideration Response - Sober Living.pdf>



STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

#### Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

Dear Ms. Conerly:

We received your letter dated yesterday, Thursday, January 30, 2025, requesting a reconsideration of your bid following the Mississippi Department of Corrections' (the "<u>Department</u>") issuance of its Wednesday, January 29, 2025, notice of intent to award contracts for the provision of transitional housing services.

Unfortunately, the Department will not reconsider your bid. Rule 5.6.3 of the *Mississippi* Office of Personal Service Contract Review Rules and Regulations provides the requirements for a request for reconsideration of the intent to award which you have not met. Specifically, the rule states that "The request shall identify which of these rules and regulations and/or terms of the IFB the requesting bidder believes were violated by the Agency during the bid evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement." None of these requirements have been met by your request.

Further, you requested in your letter that the Department review your bid package, suggesting that your bid was not reviewed because of an incorrect email address being included in your bid packet causing untimely submission of documents. However, the

Department reviewed your bid package during the bid evaluation along with the other bids received and rejected the bid for being not responsible, meaning you did not meet the "minimum qualifications or other criteria listed in the IFB required to determine if the bidder has the skills, experience, and/or qualifications to successfully provide the services." See *Mississippi Office of Personal Service Contract Review Rules and Regulations* Rule 5.5. This information was conveyed to you in a letter dated January 27, 2025, which is enclosed for your convenience. Specifically, the Department was unable to complete the reference checks from your listed references as was required in Section 3.1.3 of the IFB.

We appreciate your interest in working with the State and encourage you to consider other opportunities to work with the Department as they become available.

Sincerely,

7-Todale

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### **NOTICE OF REJECTION**

Procurement Type and Number	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	6
Opening Date and Time	January 22. 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacil.com

Dear Ms. Conerly

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• The response did not meet the requirement of the solicitation noted in Section 3.1.3. The Mississippi Department of Corrections was unable to complete the required reference check from your listed references.

The rejected response will be retained in the procurement file.

If you have any questions, please contact Princess R. Hayes, Bid Coordinator at 601-359-5600 or procurement a mdoc state.ms.us.

Sincerely,

Am A. Tischile

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

I am writing to formally request reconsideration of our bid submission for RFx# 3160007102 due to technical email delivery issues that occurred during the submission process.

On 1/15/2025, our bid package was mailed to the designated address. The correspondence for amendments and urgent request for missing documents were sent to the email of the consultant, Cecil Johnson and not the email for Sober Living. The consultant never received the email on 1/22/2025 due to out of office for vacation and I was unaware that the incorrect email was listed in our bid packet. We received the forwarded email on 1/23/2025 at 11:34am for the requested documents by noon on the same day. We are located in Meridian MS which hindered the documents to be hand delivered before noon. However, due to technical difficulties beyond our control, we have documentation of these technical issues, which we can provide upon request.

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1. Review our bid package

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We remain fully committed to this project and are prepared to continue to change lives as we have done since 2019 if selected. We currently have 45 returning citizens in our program as of today that are doing exceptionally well. We also have new additions to our program for 2025 that

is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

x

Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com

From: Sent: To: Cc: Subject: Attachments: Hayes, Princess Friday, January 31, 2025 3:38 PM 'luther martin' Tisdale, Amy Response to Request for Reconsideration Request for Reconsideration Response - Sober Living.pdf

Good Afternoon,

As a requirement, all bidders are to receive responses given to Request for Reconsideration as noted in rule 5.6.3.1 of the *Mississippi Office of Personal Service Contract Review Rules and Regulations*. This Request for Reconsideration Response has been updated due to missing the original request from the bidder.

Thank you,

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





STATE OF MISSISSIPPI Department of Corrections BURL CAIN COMMISSIONER

January 31, 2025

Ms. Tearrah Conerly Sober Living Residential 2401 State Blvd Meridian, MS 39307

via email only at: tearrahc@aol.com

#### Re: Request for Bid Reconsideration Following Notice of Intent to Award Invitation for Bid (IFB) No. 3160007102, Transitional Housing Services

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Sincerely,

Amy Foster Tisdale, Esq. Chief Procurement Officer Mississippi Department of Corrections

Enclosure



#### STATE OF MISSISSIPPI DEPARTMENT OF CORRECTIONS BURL CAIN COMMISSIONER

January 27, 2025

#### **NOTICE OF REJECTION**

<b>Procurement Type and Number</b>	Invitation for Bid RFx#3160007102	
Procurement Title	Transitional Housing Services	1.51
Opening Date and Time	January 22, 2025 at 2:00 p.m.	

Tearrah Conerly, Owner Sober Residential Living, LLC 2401 State Blvd. Meridian, MS 39307 Via/email: opacj1/a aol.com

Dear Ms. Conerly

Thank you for the recent response to the solicitation referenced above. Regrettably, your response has been rejected. The reason for the rejection is as follows:

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Sincerely,

Umy J. Tisdale

Amy Foster Tisdale Chief Procurement Officer Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson, MS 39201

Sober Living Residential 2401 State Blvd Meridian MS 39307 1/30/2025

Legal Department Mississippi Department of Corrections 301 North Lamar Street Jackson MS 39201

RE: Request for Bid Reconsideration -IFB RFx#3160007102

Dear Ms. Princess Hayes and Ms. Amy Foster Tisdale

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3. Allow us to provide any additional documentation needed

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is in place for even greater success stories. Thank you for considering this request. We appreciate your time and attention to this matter.

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Sincerely,

Tearrah Conerly/FNP-C/PMHNP-BC Owner Sober Living Residential 601-938-0947 Tearrahc@aol.com 👻 🏶 Online Services Directory | Mizi X | 🏶 Mississippi Secretary of State 🛛 X | 🕸 Execute Workflow aspx 🛛 X 🔮 Procurement | Mississippi Dep: X 🕂

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### **GENERAL PUBLIC**

## PROCUREMENT

Public Records Requests	✓ Request for Quotes Formal (RFQF)
Related Legislation	<u>Invitation for Bid (IFB)</u>
Procurement	A JER 2010202702 Transitional Universe Constant
Monthly Fact Sheets (2001-2024)	IFB 3160007102 Transitional Housing Services     3160007102 Transitional Housing IFB - Amendment 1
Daily Inmate Population (2021-2024)	<ul> <li><u>3160007102 Transitional Housing IFB Amendment 2 - Calendar of Events Revision</u></li> <li><u>3160007102 Notice of Intent to Award with Exhibit</u></li> </ul>
Net Admissions by Fiscal Year (2006-	<ul> <li><u>3160007102 Agency Procurement File</u></li> </ul>
2022)	<ul> <li><u>3160007102 Request for Reconsideration Response - Sober Living</u></li> </ul>
	IFB 3160006069 Commercial Washers and Dryers
Annual Reports	<ul> <li>IFB 3160006069-Intent to Award</li> </ul>
Criminal Justice Reform Reports	<ul> <li>IFB 316006069-Notice to Bidders and Withdrawal</li> </ul>
	IFB 3160005845 Cold Storage System
PREA Audit Reports	IFB 3160005845-Intent to Award
COVID-19 Information and Updates	<ul> <li>IFB 3160005735 Cold Storage System</li> </ul>
	<ul> <li>IFB 3160005735-Intent to Award</li> </ul>
Death Row	<ul> <li>IFB 3160005735-Notice of Cancellation</li> </ul>
Current Death Row Demographics	<ul> <li>IFB 3160005516 Co-Occuring Disorder Treatment and Recovery Support Services</li> </ul>
	<ul> <li>Notice of Intent to Award IFB 3160005516</li> </ul>
Death Penalty and Executions	IFB 3160005668 Workers Compensation TPA
Death Penalty in Mississippi	<ul> <li><u>Amendment 1 (Questions Answers) - RFX 3160005668 Workers Compensation TPA</u></li> </ul>
	<ul> <li>Notice of Intent to Award Workers Comp MDOC signed</li> </ul>
Death Row Inmates	IFB 3160005585 Curriculum Software for Instruction Remediation and Enrichment (K-12)
Scheduled Executions - Media	<ul> <li>IFB 3160005585 - Questions and Answers</li> </ul>
Advisories	<ul> <li><u>Amendment 1 - RFx3160005585</u></li> </ul>

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# CONTRACTOR'S CURRENT REGISTRATION WITH THE SECRETARY OF STATE

Result(s) Count: 1

<u>Business Name</u>	<u>Business ID</u>	Officer Name	<u>Registered Agent</u>	
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• Starting With	) 🔿 All Words	⊖ Any Words	⊖ Sounds Like ⊖ Exact Match	
Business Nar	ne: Luther Mar	tin Evangelistic Assoc	a Search	
Search Type: J	3usiness Name	1	Search Sub-Type: Starting With	

#### **Business Name Search Results**

Search Date: 02/05/2025 02:30

Criteria: Luther Martin Evangelistic Association

Business Name (#)	Business ID (#)	<u>Type (#)</u>	<u>_(#)</u>	<u>Status (#) (#)</u>	<u>Create Date (#)_(#)</u>	
Luther Martin Evangelistic Association	1219910	Non-Profit Corporation		Good Standing	06/30/2020	<u>Details (#)</u>
5	-				1 - 1	of 1 items <u>(#)</u>



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Employment (https://www.sos.ms.gov/contact-us/employment-opportunities)

Online Services Directory (https://www.sos.ms.gov/online-services-directory)

Fees & Forms Directory (https://www.sos.ms.gov/business-services/fees-forms-directory)

82-County Tour (https://www.sos.ms.gov/82-county-tour)

How Do I ...? (https://www.sos.ms.gov/how-do-i)

# F0001 Fee: \$ 50



2020251918

Business ID: 1219910

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

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

Articles of Incorporation

# **Business Information**

Business Type: Non-Profit Corporation Business Name: Luther Martin Evangelistic Association Business Email: Luthermartin@evangelistluthermartin.com Period of Duration: Perpetual Initial planned non-profit activity: Religious Associations

## **NAICS Code/Nature of Business**

813110 - Religious Organizations

## **Registered Agent**

Name:Tabitha MartinAddress:112 Harris carter rdPearl, MS 39208

## Signature

The undersigned certifies that:

1) he/she has notified the above-named registered agent of this appointment;

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

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

Name:	Address:
Luther Martin	112 Harris carter rd
Incorporator	Pearl, MS 39208

<u>Business Name</u>	<u>Business ID</u>	<u>Officer Name</u>	<u>Registered Agent</u>	
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	ne: New Way M	lississippi Inc.	Search	

Search Type: Business Name	Search Sub-Type: Starting With
Search Date: 02/05/2025 02:23	Search Thru Date: 02/03/2025
Criteria: New Way Mississippi Inc.	Result(s) Count: 2

#### **Business Name Search Results**

<u>Business Name (#)</u>	<u>Business ID (#)</u>	<u>Type(#) (#)</u>	<u>Status (#)_(#)</u>	<u>Create Date (#) (#)</u>	
NEW WAY MISSISSIPPI SERVICES, LLC	868944	Limited Liability Company (LLC)	Dissolved	03/07/2005	Details (#)
NEW WAY MISSISSIPPI, INC.	699879	Non-Profit Corporation	Good Standing	03/23/2001	Details (#)

(1)

# **IT'S ALL ABOUT BUSINESS, Y'ALL!**

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Employment (https://www.sos.ms.gov/contact-us/employment-opportunities)

Online Services Directory (https://www.sos.ms.gov/online-services-directory)

Fees & Forms Directory (https://www.sos.ms.gov/business-services/fees-forms-directory)

	F0001	- Page 1 of 2 - Page 1 of 2 - OFFICE OF THE MISSISSIPPI SECRETARY OF STATE P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333 Articles of Incorporation
		3-23
		ned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit of the Mississippi Code of 1972, hereby executes the following document and sets forth:
	1. Type of	Corporation
⇒	Profi	t Nonprofit
	2. Name of	the Corporation
⇒	New Wa	ay Mississippi, Inc.
		re effective date is te if applicable)
⇒	4. FOR NO	NPROFITS ONLY: The period of duration is years or X perpetual
	5. FOR PRO	<b>DFITS ONLY:</b> The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows
	Classes	# of Shares Authorized If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows;
⇒		(See Attached)
⇒		
	6. Name an	d Street Address of the Registered Agent and Registered Office is
⇒	Name	Larry D. Perry
⇒	Physical Address	1896 North Frontage Road
⇒	P.O. Box	
⇒	City, State,	ZIP5, ZIP4 Clinton MS 39056-6233
	7. The nam	e and complete address of each incorporator are as follows
⇒	Name	Larry D. Perry
⇒	Street	1896 North Frontage Road

Rev.01/96

F0001 - Page 2 of 2

# OFFICE OF THE MISSISSIFFT SECKETART OF STATE P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333 Articles of Incorporation

				711 0010.		
⇒	City, State,	ZIP5, ZIP4	Clinton		MS	39056-6233
⇒	Name	Augustu	is Harper, Sr.			1
⇒	Street	1904 No	orth Frontage Road			
⇒	City, State,	ZIP5, ZIP4	Clinton		MS	39056-6235
⇒	Name	Robert	Rankin			
⇒	Street	4150 E	Paso Street			
⇒	City, State,	, ZIP5, ZIP4	Jackson		MS	39206 - 4738
⇒	Name	Vernon	Taylor			
⇒	Street	803 We	est Pearl Street, Suite 20	3		
⇒	City, State	, ZIP5, ZIP4	Jackson		MS	39203-3034
⇒	8. Other P	rovisions	See Attached			

# 9. Incorporators' Signatures (please keep writing within blocks)

	Vernan Taylor
Lang D. Peng	$\Omega$ $\Lambda$ $\Omega$ ,
Argustus Harper Sr	Roburt & Rom

Rev. 01/96

# **ARTICLES OF INCORPORATION**

# A. The purposes for which the (corporation)

<u>NEW WAY MISSISSIPPI, INE</u> is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future U.S. Internal Revenue law.

B. Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from federal income tax under Section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future U.S. Internal Revenue law.

C. In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations described in Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, of the federal, state, or local government for exclusive public purpose.

<u>Business Name</u>	Business ID	<u>Officer Name</u>	<u>Regi</u>	<u>stered Agent</u>		
Search Criter	ia					
<ul> <li>Starting With</li> </ul>	⊖ All Words	🔿 Any Words	ં Soi	inds Like $\bigcirc$ E	xact Match	
Business Nan	1e: Crossroads O	utreach Ministries I	n(] S	earch		
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Crossroads Outreach Ministries Inc	946552	Non-Profit Corporatio		Good Standing	03/17/2009	Details (#)
					1-1	of 1 items _(#



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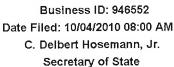
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Online Services Directory (https://www.sos.ms.gov/online-services-directory)

Fees & Forms Directory (https://www.sos.ms.gov/business-services/fees-forms-directory)

82-County Tour (https://www.sos.ms.gov/82-county-tour)

How Do I ...? (https://www.sos.ms.gov/how-do-i)



# F0012 - Page 1 of 3

# OFFICE OF THE MISSISSIPPI S

136 (601) 359-1333

P.O. BOX 136, JACKSON, MS 39205-0136 (601) : Articles of Amendment

The undersigned persons, pursuant to Section 79-4-10.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

#### 1. Type of Corporation



2. Name of Corporation

Crossroads Outreach Ministries, Inc.

3. The future effective date is (Complete if applicable)

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares, set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

September 28, 2010       Date(s)         FOR PROFIT CORPORATION (Check the appropriate box)       Date(s)         Adopted by       the incorporators	
Adopted by the incorporators directors without shareholder action and	
shareholder action was not required.	
FOR NONPROFIT CORPORATION (Check the appropriate box)	
Adopted by the incorporators <b>x</b> board of directors without member action member action was not required.	n and
FOR PROFIT CORPORATION	
<ul><li>7. If the amendment was approved by shareholders</li><li>(a) The designation, number of outstanding shares, number of votes entitled to be cast l voting group entitled to vote separately on the amendment, and the number of votes of each group indisputably represented at the meeting were</li></ul>	by each a voting
Designation No. of outstanding No. of votes entitled No. of votes indisputably repr	resented

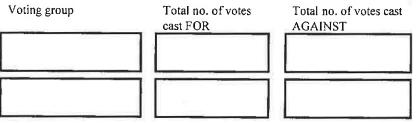
## F0012 - Page 2 of 3

#### OFFICE OF THE MISSISSIPPI SECRETARY OF STATE P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333 Articles of Amendment



#### (b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

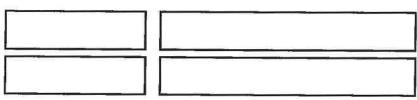


OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group

Total no. of undisputed votes cast FOR the plan

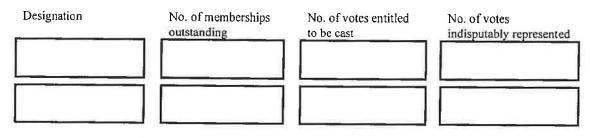


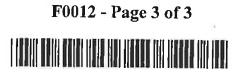
and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

#### FOR NONPROFIT CORPORATION

#### 8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

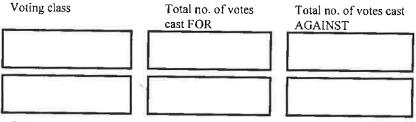




#### OFFICE OF THE MISSISSIPPI SECRETARY OF STATE P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333 Articles of Amendment

#### (b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was



#### OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class

Total no. of undisputed votes cast FOR the

 amendment

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By:	Signature		(Please keep writing within blocks)
		Vicki Or money	
	Printed Name	VICKI DEMONEY	Title President

.

### ATTACHMENT "A"

## ARTICLES OF INCORPORATION OF CROSSROADS OUTREACH MINISTRIES, INC.

#### Article 1

The corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organization under sections 501 (c) (3) of the Internal Revenue Code or the corresponding sections of any future federal tax code.

The goals of this corporation shall include, but not be limited to:

- 1. To support, encourage and promote individuals who have been abandoned, or have had to leave their current environment due to danger to themselves or their children. Our aim is to improve their quality of life and provide a safe environment for them.
- 2. To assist these individuals in establishing a safe home for themselves and their dependents.

The objectives of this corporation shall include, but not be limited to:

- A. To enhance these individual's lives with instruction through staff care and training
- B. To provide necessary resources for immediate needs
- C. To equip these individuals to re-start their lives if necessary
- D. To help these individuals care for themselves and their children and become independent and re-establish themselves in society

The purposes of the corporation will be accomplished by relying on sound business principles, in cooperation with the government of the United States of America, the state of Mississippi, domestic and other humanitarian organizations.

The corporation shall not discriminate on the basis of race, color, religion, sex, age, nationality, or ethnic origin in the administration of its activities.

#### Article II

The powers of the Corporation shall be exercised by a Board of Directors of not less than three persons, the number and method of election to be established in the bylaws.

#### Article III

No part of the earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private person, except that reasonable compensation may be paid for services rendered to or for the Corporation, and payments may be made in furtherance of the purposes set forth in Article I, and no director, officer of the Corporation or any private person shall be entitled to share in the distribution of any of the corporate assets on dissolution shall be the dissemination of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not conduct any activities not permitted to be conducted by an organization exempt under section 501(c) (3) of the Code and its related Treasury Regulations, as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under section 170 (c)(2) of such Code and Regulations, as they now exist or may hereafter be amended.

•

#### Article IV

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### Article V

These Articles of Incorporation may not be amended to prevent the Corporation from qualifying as an exempt organization under section 501 (c)(3) of the Code.

Adopted this the 28<sup>th</sup> day of September, 2009