

INVITATION FOR BIDS

No. 19-003

Alcohol and Drug Residential Treatment Program Services

**Mississippi Department of Corrections
633 North State Street
Jackson, Mississippi 39202**

Contact: Dr. Alyssa Killebrew
Clinical Alcohol & Drug Director

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Office: 601-359-5162

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Date: October 8, 2018

IFB Issued via The Clarion Ledger and MAGIC: Monday, October 15, 2018

**Bid Packets Due via MAGIC: Thursday, November 15, 2018 by 4:00 p.m.
CST**

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SECTION 2. NOTICE TO RESPONDENTS

2.1 Invitation for Bids

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written bids for providing alcohol and drug residential treatment program services in accordance with the Mississippi Department of Mental Health (MDMH) operational standards.

2.2 Submission of Bid Packets

Written bid packets will be accepted by the MDOC via MAGIC (Mississippi’s Accountability System for Government Information and Collaboration) until **4:00 p. m. CST, on Thursday, November 15, 2018**

2.3 General Information

2.3.1 For consideration, vendors must submit written bids via MAGIC and bid packets must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service.

2.3.2 The Single Point of Contact for the MDOC “Alcohol and Drug Residential Treatment Program Services IFB #19-003” is Dr. Alyssa Killebrew, Clinical Director of Alcohol and Drug Director for the Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: (601)-750-6102, Email: AKillebrew@mdoc.state.ms.us.

2.3.3 More general information concerning this IFB may be found in Section 4.

SECTION 3. GENERAL INSTRUCTIONS

3.1 Purpose of IFB

3.1.1 To solicit bids for The purpose of this RFP is to select a Community Mental Health provider who will provide the alcohol and drug residential treatment program services for male offenders under the care and custody of MDOC housed at the Central Mississippi Correctional Facility in Pearl, Mississippi. Any agency certified by MDMH to provide primary residential services for residents of Mississippi may submit a proposal response.

3.1.2 The MDOC desires to establish an agreement with a qualified provider able to provide six (6) experienced MDMH credentialed substance abuse professionals.

3.1.3 Utilize assessment tools (e.g., the GAIN Q-3) to evaluate offenders for co-occurring disorder/substance abuse disorder (COD/SUD) and appropriateness of program for court ordered offenders at intake.

- 3.1.4 Collaborate with MDOC Case Managers and Community Corrections staff on development of comprehensive individual service plans conducive to supervision compliance and successful reentry.
- .
- 3.2 Type of Proposed Contract(s)

The proposed contract(s) that would result from this IFB is considered a fixed fee contract.
- 3.3 Terms of Proposed Contract(s)
 - 3.3.1 The contract(s) shall be effective from date of execution until June 30, 2019.
 - 3.3.2 The contract(s) may be renewed annually contingent on available funding.
- 3.4 Questions/Written Clarification to Specifications
 - 3.4.1 Offerors are cautioned that any statements made by the contract or technical contract person that materially change any portion of the IFB shall not be relied upon unless subsequently ratified by a formal written amendment to the IFB.
 - 3.5.2 If any offeror contemplating submitting a bid under this solicitation and is in doubt as to the meaning of the specifications or anything in the IFB documents, the offeror must submit a “request for clarification” to Dr. Alyssa Killebrew, Clinical Director of Alcohol and Drug Director for the Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: (601)-750-6102, Email: AKillebrew@mdoc.state.ms.us on before or on Wednesday, October 24, 2018 by 4 p.m. CST.
 - 3.5.3 All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 3.6 Single Point of Contact
 - 3.6.1 At no time shall any bidder contact, or attempt to contact, any MDOC staff or MDOC Contractors regarding this IFB except the contact person as set forth in this Section 3.6.
 - 3.6.2 The Single Point of Contact for the MDOC “Alcohol and Drug Residential Treatment Program Services IFB #19-003” is to Dr. Alyssa Killebrew, Clinical Director of Alcohol and Drug Director for the Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: (601)-750-6102, Email: AKillebrew@mdoc.state.ms.us.
 - 3.6.3 Any correspondence, telephone, fax, text, or email correspondence with any other MDOC employees or MDOC contractors in reference to this IFB is expressly forbidden.
 - 3.6.4 Vendors talking to MDOC employees or MDOC contractors other than Dr. Alyssa Killebrew about this IFB shall NOT be considered for a proposed contract.
- 3.7 Technical Difficulty

- 3.7.1 If vendors need assistance with MAGIC, they are required to request assistance through the MAGIC Help Desk. See **Exhibit A** to this IFB for information on how to access MAGIC. Submit bid packets as PDF Files through MAGIC as early as possible.
- 3.7.2 Any technical difficulties a vendor may experience while trying to submit their bid will be handled by the MAGIC Help Desk.
- 3.7.3 If bids are not submitted to MDOC in MAGIC by the submission deadline, the bids are considered “not submitted” and the vendor shall not be considered for the proposed contract that may result from this IFB.

3.8 Acknowledgement of Amendments to IFB/Specifications

Offerors shall acknowledge receipt of any amendment to the IFB by signing and returning the amendment with the bid packet, by identifying the amendment number and date in the space provided for this purpose on the submission form, or by letter. The acknowledgment must be received by the MDOC via MAGIC by the time and at the place specified for receipt of bids.

3.9 Procurement Schedule

DAY	DATE	TIME	PROCUREMENT TASKS
Monday	10/15/2018		Advertise in MAGIC and in Newspaper
Monday	10/22/2018		Advertise in Newspaper
Thursday	10/26/2018	4 p.m. CST	Deadline for Vendor Questions
Monday	10/29/2018	5 p.m. CST	Answers to Vendor Questions sent via email. Answers also posted in MAGIC
Thursday	11/15/2018	4 p.m. CST	Deadline for Bid Packets via MAGIC, Public Reading of Bid Sheets at 633 N State Street, Jackson, MS 39202
	11/16/2018		*Evaluation
Monday	11/19/2018		Notice of Contract Award to all Respondents
	11/20-11/22/2018		Debriefings, if requested by vendors
	11/23/2018		Contract Negotiations and Discussions
Monday	11/26/2018	5 p.m. CST	Deadline for submission to the Personal Service Contract Review
Wednesday	12/5/2018	9 a.m. CST	PSCR Monthly meeting
Tuesday	12/10/2019		Contract Begins

*MDOC reserves the right to request **Best and Final Offers (BAFO)**.

3.10 Deadline for Bid Packets

- 3.10.1 Written bid packets are due and must be “released” in MAGIC on, or before, **Thursday, November 15, 2018 at 4:00 p.m.**
- 3.10.2 The vendor bid packet placed in a “saved” status in MAGIC shall not be considered as submitted. Bid packets must be “released” in MAGIC in order for MDOC to receive/have access to the bid packet.
- 3.10.3 Vendors that “do/did not submit” bids in MAGIC will not be allowed an opportunity to submit their bid at a later date after the deadline for bids. MAGIC will maintain a log of vendors that “submitted” their bids on time.
- 3.10.4 MDOC reserves the right to waive any requirement or clause in this IFB.

3.11 Submission requirements

- 3.11.1 The Bid Submission Sheet must be completed and signed by an authorized representative of the offeror.
- 3.11.2 Failure to submit a bid on the bid form provided in the IFB will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.**
- 3.11.3 The MDOC reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.
- 3.11.4 As a precondition to bid acceptance, the MDOC may request the bidder to withdraw or modify those portions of the bid deemed nonresponsive that do not affect quality, quantity, price, or delivery of the service.
- 3.11.5 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (*Miss. Code Ann. § 25-61-1, et. seq.*), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

3.12 Rejection of Bids

Bid packets which do not conform to the requirements set forth in this IFB may be rejected by MDOC. Bids may be rejected for reasons which include, but are not limited to, the following:

- 3.12.1 The bid sheet contains unauthorized amendments to the requirements of the IFB;
- 3.12.2 The bid packet contains conditional statements – For Example: vendor states will answer questions if vendor receives a contract;
- 3.12.3 The bid packet is incomplete or contains irregularities which make the bid indefinite or ambiguous;
- 3.12.4 The bid packet is not “released” in MAGIC;
- 3.12.5 The bid packet is not signed by an authorized representative of the offeror;
- 3.12.6 The bid packet contains false or misleading statements or references; and,
- 3.12.7 The bid packet does not offer to provide all services required by the IFB.

3.12.8 The bid packet does not contain all the required attachments.

3.13 Withdrawal of bid

3.13.1 A bidder may withdraw its bid from consideration if certain conditions are met:

1. The bid is submitted in good faith;
2. The mistake is a clerical error, not an error of judgment; and,
3. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

3.13.2 To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the MDOC Single Point of Contact of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the MDOC all original work papers, documents, and other materials used in the preparation of the bid.

3.13.3 A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the MDOC. No explanation is required.

3.14 Informalities and Irregularities

3.14.1 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.

3.14.2 If insufficient information is submitted by an offeror, and the MDOC is unable to properly evaluate the bid packet, 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.

3.15 Disposition of Bid Packets

All submitted bid packets become the property of the State of Mississippi.

3.16 IFB Does not Constitute Acceptance of Bid

3.16.1 The release of the IFB does not constitute an acceptance of any offer, nor does such release in any way obligate MDOC to execute a contract with any other party.

3.16.2 MDOC reserves the right to accept, or reject any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.

3.17 Exceptions and Deviations

3.17.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the bid packet and such exceptions shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written.

3.17.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

3.18 Non-Conforming Terms and Conditions

3.18.1 A bid packet that includes terms and conditions that do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive.

3.18.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its bid packet prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.

3.19 Bid Acceptance Period

Bids shall remain binding for ninety (90) calendar days after bid due date.

3.20 Expenses Incurred in Preparing Bids

MDOC accepts no responsibility for any expense incurred by the offeror in developing, submitting, and presenting the bid packet. Such expenses shall be borne exclusively by the offeror. MDOC will not provide reimbursement for such costs.

3.21 Trade Secrets and Proprietary Information

3.21.1 The offeror should mark any and all pages of the bid packet considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

3.21.2 Each page of the bid packet that the offeror considers trade secrets or confidential commercial or financial information **should be on a different color paper** than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL". Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

3.22 Debarment

By submitting a bid, the offeror certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi 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.

3.23 Certification of Independent Price Determination

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

3.24 Prospective Contractor's Representation Regarding Contingent Fees

(To be placed in prospective Contractor's response bid or proposal.) The prospective Contractor represents as a part of such Contractor's bid that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

SECTION 4. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

4.1 Location of Program and Program Capacity

- 4.1.1 Services shall be rendered at the MDOC Central Mississippi Correctional Facility, 3794 Highway 468, Pearl, Mississippi.
- 4.1.2 Program capacity shall be 180 male offenders sentenced to and/or referred to complete a long-term alcohol and drug treatment program.

4.2 Minimum Contractor Requirements

- 4.2.1 Must be established as a business and registered with the Mississippi Secretary of State. Please provide the documentation from the Mississippi Secretary of State's Office.
- 4.2.2 Must have certified program staff dedicated solely for the purpose of providing alcohol and drug residential treatment program services. Personnel providing general program oversight need not be solely dedicated to this project.
- 4.2.3 Must identify any subcontractors that will be involved in the development, implementation, training, and operation of the project.
- 4.2.4 Must supply six (6) MDMH certified professionals ready to deliver services within all services outlined in this IFB completely implemented and operational within thirty (30) days from the notice of contract award unless otherwise agreed to by the agency.
- 4.2.5 Must guarantee that personnel assigned in fulfillment of this award shall remain with project throughout the duration of the contractual agreement. If any assigned personnel is removed prior to the ending date of the contract, the vendor must report the name of the departing personnel, reasons for the departure, and request written permission from the agency to substitute MDMH certified personnel. Replacement of certified personnel shall occur within thirty (30) days of the vacancy. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the agency.
- 4.2.6 Must be in compliance with Mississippi Code Annotated 79-4-15.01 (1972, as amended) regarding authorization to transact business in Mississippi.

4.3 Scope of Services

The Mississippi Department of Corrections Central Mississippi Correctional Facility Alcohol and Drug Residential Treatment Program is designed to treat incarcerated individuals who have been court ordered for Substance Use Disorders (SUDS) treatment. The program is designed to: 1) improve identification of co-occurring disorder diagnoses (COD) by utilizing the Global Assessment of Individual Needs (GAIN-Q3); 2) provide empirically validated substance use disorder(s) (SUDS) treatment programming (Living in Balance-On Demand); and 3) provide integrated pre and post-release treatment and recovery support services by building a collaborative relationship with Department of

Mental Health with sharing of treatment records to provide an easier transition to community mental health upon release.

The Mississippi Department of Corrections is requesting sealed bids for the following services:

- 4.3.1 Provide male offenders assigned to the long-term alcohol and drug program with alcohol and drug residential supportive services. Most usual length of stay for offenders in the program is minimum of three months and maximum of six months. Program capacity is 180 offenders.
- 4.3.2 Collaborate with MDOC Case Managers, and Community Corrections staff on development of comprehensive individual service plans conducive to supervision compliance and reentry.
- 4.3.3 Submit required documentation and forms for MDMH certification.
- 4.3.4 In carrying out the provisions of the award, assigned personnel of the community mental health provider shall comply with all facility and MDOC security procedures for vendors doing business in MDOC facilities.
- 4.3.5 Certified professionals shall provide supportive services, to include but not limited to the following:
 - 1. 1 hour of individual counseling per individual per week
 - 2. 5 hours of group counseling per individual per week
 - 3. 20 hours of psychoeducational groups per week
 - 4. 3 hours of family-oriented educational activities per treatment stay
 - 5. Therapeutic and leisure/recreational/physical exercise activities
 - 6. Vocational counseling and planning/referral
- 4.3.6 Note: MDOC approval is needed for sub-contracted supportive services
- 4.3.7 Provide program participants with referral information about other local resources.
- 4.3.8 Provide quarterly reports to MDOC on the status and accomplishments of participants.
- 4.3.9 Provide oversight for services delivered by assigned personnel through submission of activity reports, log-in sheets, and other reports as required by MDOC to be submitted monthly.
- 4.3.10 Provide detailed invoicing to include cumulative data depicting the number of participants served, certified professionals by name and hours of service delivered in performance of the agreement.
- 4.4 Fee for Services
 - 4.4.1 The MDOC shall reimburse at an hourly rate not to exceed \$20.34 for certified professionals delivering services under the award. Offerors shall propose the hourly rate for personnel responsible for submitting MDMH certification documentation, clinical development and program oversight.

- 4.4.2 Offerors will develop a budget narrative for a one year period detailing program expense and determining which expenses or supportive services.
 - 4.4.3 The annual contract reimbursement shall not exceed \$260,000 for qualifying services and oversight activities.
 - 4.4.4 Offerors will submit their pricing in **Exhibit D – Bid Form**. Pricing may be less than \$20.34 per hour per assigned certified counselors/personnel.
- 4.5 Responsibilities of MDOC
- MDOC will be responsible for management of the following services:
- 4.5.1 Provide guidance to Selected Bidders in MDOC policy and procedure,
 - 4.5.2 Monitor activity of group and individual sessions.
 - 4.5.3 Perform regular and random program site visits.

SECTION 5. REQUIRED FORMAT AND CONTENTS OF BID PACKETS

5.1 General Instructions

5.1.1 Offerors shall submit all required information and attachments as requested in the order indicated below.

5.1.2 Required Bid Packet Format and Content for MDOC IFB 19-003.

Bid Packets shall use 12 point font, be single spaced and have 1 inch margins. Each major section of the Bid Packet shall be clearly identified.

1. **Exhibit B** – Bid Cover Sheet
2. Transmittal Letter on Vendor's Letterhead. A letter of transmittal must be submitted with the offeror's bid. The letter must include:
 - a. A statement of the offeror's understanding of the services required in Section 5 of this IFB, listing each section and indicating "agree" and/or "will comply."
 - b. The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses, and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the MDOC.
 - d. Provide documentation showing that vendor is currently in good standing and registered to do business in the State of Mississippi through the Mississippi Secretary of State's Office. If vendor is a tax exempt non-profit organization, documentation should also include the IRS Determination Letter.
3. Answers to Questions in Bid Packet:
 - a. Company Capability. State the Questions, then provide the Answers to the questions indicated after the Bid Cover Sheet.
 - b. Proposed Plan for providing Alcohol and Drug Residential Treatment Program Services to incarcerated male population assigned to the long-term alcohol and drug program at CMCF to include the approach, goals, objectives, supplies, material, equipment, machinery, staffing, security, technology, and quality assurance. Vendors shall also respond to each part of Section 5 in this section of the bid packet;
 - c. References. Provide contact information on two references in this section. If the vendor has experience providing residential alcohol and drug treatment complete Exhibit E. If there is no experience with delivering requested services, provide the Exhibit and indicate N/A in the form.
4. Exhibit C – Exception Summary Form. If offeror has an exception to any part of Section 5, the exceptions must be stated in **Exhibit C** - Exception Summary.
5. Exhibit D – Bid Forms- Alcohol and Drug Residential Treatment Program Services
6. Exhibit E –Residential Services Experience

7. Exhibit F - Resumes of proposed treatment staff
8. Exhibit G – Certifications of proposed treatment staff
9. Exhibit H – Subcontractors
10. Exhibit I – General Certifications and Assurances
11. Exhibit J - W-9

5.2 Threshold Agreements by Vendor

MDOC requires, without exception, certain Vendor agreements for MDOC to even consider a bid. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied. **(See Exhibit I).**

The MDOC reserves the right to award the contract found to be in the best interest of the State and not necessarily to lowest price offeror. The MDOC also reserves the right to accept or reject, in whole or in part, all bids submitted and/or to cancel this IFB.

Offerors are cautioned that completeness of the bid packet and the organization of the packet is critical to the MDOC's evaluation, review, and award of a contract. The MDOC looks forward to receiving your bid.

SECTION 6. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS

6.1 Bid Evaluation

Bids will be evaluated based on the requirements set forth in IFB 19-003, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable where possible. This Invitation for Bids sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set forth in this Invitation for Bids. Only bidders who are found responsive and responsible will have their bids considered. Should multiple offerors submit identical cost, award will be based on evaluation of the plan of action and references.

6.1.1 Responsive Bidder

Bidder must submit bid which conforms in all material respects to this Invitation for Bids, IFB 19-003, as determined by MDOC.

6.1.2 Minimum Qualifications to be Deemed Responsive

In order to be deemed responsive the vendor must answer all question, show proper insurances and acknowledge all certifications and assurances in Attachment J.

6.1.3 Nonconforming Terms and Conditions

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The MDOC reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.

6.1.4 Bid Submission Format

The bid package must be sealed and must contain the following:

- Bid Cover Sheet (**Exhibit B**)
- Exception Summary (**Exhibit C**)
- Bid Form (**Exhibit D**)
- References (**Exhibit E**)
- Resumes of proposed treatment staff (**Exhibit F**)
- Certifications of proposed treatment staff (**Exhibit G**)
- Subcontractors (**Exhibit H**)
- Threshold Agreement by Vendor (**Exhibit I**)
- Certifications and Assurances (**Exhibit J**)

- **W-9 (Exhibit K)**

6.1.5 Responsible Bidder

Bidder must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDOC .

6.1.6 Minimum Qualifications to be Deemed Responsible

Prospective bidders must show it has the resources (financial, equipment, experience, etc.) to perform the needed services.

6.1.7 References

Each bidder must furnish a listing of at least two (2) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. The MDOC will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. The bidder may submit as many references as desired. The MDOC will begin contacting references at the top of the list and will continue down the list until two (2) contacts have been reached.

References must be listed on Exhibit E.

6.1.8 The MDOC Commissioner, or designee, will contact the offeror(s) with the bid packet which best meets MDOC's needs and attempt to execute an agreement that is deemed acceptable to both parties.

6.1.9 Oral Presentation. MDOC reserves the right to ask for oral presentations of the bid packet. If evaluators do not request an oral presentation, no oral presentations will be held.

6.1.10 Discussions may be conducted with offerors who submit bid packets determined to be reasonably susceptible of being selected for contract award. Likewise, the MDOC also reserves the right to accept any bid packet as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

6.2 Debriefing Request

6.2.1 A vendor, successful or unsuccessful, that submitted a bid packet for this IFB may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission within three (3) business days of notification of the contract award, to be received by Dr. Alyssa Killebrew, Clinical Director of Alcohol and Drug Director for the Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: (601)-750-6102, Email: AKillebrew@mdoc.state.ms.us.

- 6.2.2 A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The MDOC shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.
- 6.2.3 Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDOC. All vendor debriefings for IFB 19-003 shall occur **November 20 – November 22, 2018 no later than 4 p.m. CST.**

6.3 Protests

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with this solicitation, or the outcome of this IFB, may file a formal protest with the Commissioner of the MDOC. The formal protest shall be submitted on or before 1:00 PM CST, Friday, November 23, 2018 in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. A formal protest is considered filed when received by the Commissioner of the MDOC. Protests filed after **Friday, November 23, 2018**, will not be considered.

SECTION 7. STANDARD TERMS AND CONDITIONS

The following standard terms and conditions will be included in any contract awarded from this IFB.

7.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

7.2 Availability of Funds

It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7.3 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the MDOC to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDOC, which the MDOC 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 MDOC 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 this agreement.

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

7.4 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 of Mississippi that relate to the particular goods or services purchased or acquired by the MDOC under said contract.

7.5 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this 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 this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

7.6 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this 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 this 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 this 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 this agreement.

7.7 Procurement Regulations

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

7.8 Approval

It is understood that the Contract is void and no payment shall be made in the event that the Personal Service Contract Review does not approve this contract.

7.9 Compliance with Laws

Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

7.10 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§25-61-1 et seq. (1972, as amended). If a public records request is made for any information provided to MDOC pursuant to the agreement, MDOC shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

7.11 E-Verification

Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. 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 agreement may subject Contractor to the following:

- A. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- 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 for up to one (1) year; or,
- C. Both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

7.12 E-Payment

Offeror agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The MDOC agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the MDOC within forty-five (45) days of receipt of invoice. Miss. Code Ann. §31-7-305 (1972, as amended).

7.13 Representation Regarding Contingent Fees

Contractor represents that it **has/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.

7.14 Representation Regarding Gratuities

The bidder or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

7.15 Change in Scope of Work

The MDOC may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the MDOC and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the MDOC in writing of this belief. If the MDOC believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope of service.

7.16 Stop Work Order

7.16.1 Order to Stop Work. The Procurement Officer of MDOC, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

1. Cancel the stop work order; or,
2. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

7.16.2 Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

7.16.3 Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

7.16.4 Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

7.17 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.

7.18 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.

7.19 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 MDOC determines it to be in its best interest to terminate the agreement.

7.20 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 this agreement. In the State’s sole discretion, 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 State.

Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

7.21 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 MDOC. Nothing contained herein shall be deemed or construed by the MDOC, 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 MDOC and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDOC or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDOC 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 Workers' Compensation, normally provided by the State for its employees.

7.22 Legal Action

The MDOC will be responsible for all legal actions filed which name the MDOC as a defendant, when MDOC personnel are involved or when applicable MDOC rules and regulations are at issue. Responsibility of defense of legal actions against the vendor will be that of the vendor.

7.23 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.

7.24 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 Contractor:
Name, Title, Contractor, Address

For the MDOC:
Pelicia E. Hall, Commissioner
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202

7.25 Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the MDOC and agreed to by Contractor.

7.26 Ownership of Documents and Work Papers

The 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.

7.27 Paymode

Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided as directed by the State. These payments shall be deposited into the bank account of offeror's choice. The State may, at its sole discretion, require offeror to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Offeror understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

7.28 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDOC 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 (3) 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 (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

7.29 Recovery of Money

Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and MDOC. The rights of MDOC are in addition and without prejudice to any other right MDOC may have to claim the amount of any loss or damage suffered by MDOC on account of the acts or omissions of Contractor.

7.30 Right to Inspect Facility

The State, may, at reasonable times, inspect the place of business of a Contractor or any subcontractors which is related to the performance of any contract awarded by the State.

7.31 Termination for Convenience

7.31.1 Termination. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

7.31.2 Contractor's Obligations. 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 also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the MDOC. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

7.32 Termination for Default

7.32.1 Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

7.32.2 Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Agency Head or designee, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

7.32.3 Compensation. Payment for completed services delivered and accepted by the MDOC shall be at the contract price. The MDOC may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

7.32.4 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

7.32.5 Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

7.32.6 Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.33 Termination Upon Bankruptcy

This contract may be terminated in whole or in part by Agency 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 this contract, but in no case shall said compensation exceed the total contract price.

7.34 Third Party Action Notification

Contractor shall give MDOC 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.

7.35 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 this contract.

7.36 Non-solicitation of Employees

Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

7.37 Acknowledgement of Amendments

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the RFP, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDOC by the time and at the place specified for receipt of proposals.

7.37 Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional 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.

7.38 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. §§ 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§ 27-104-151 *et seq.* (1972 as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public assess at <http://www.transparency.mississippi.gov>. Information identified by offeror as trade

secrets, or other proprietary information, including confidential offeror 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.

SECTION 8. EXHIBITS

EXHIBIT A
Information about MAGIC
IFB 19-003

All suppliers seeking to provide goods and/or services to the State of Mississippi **must be registered** with the state of Mississippi.

You may obtain registration info at (<http://www.mmrs.state.ms.us/vendors/index.shtml>).

If you are **a new vendor** go directly to
https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

or if the link does not work, click on the link provided in the paragraph which begins ***“If you are not a registered supplier.”***

To determine whether you are a registered supplier (converted vendor) in MAGIC, go to the [MAGIC Vendor Information](#) page and follow the steps below:

1. Enter the first five characters of your Vendor Name or your 11 digit SAAS Vendor Number.
2. Click Submit.

If you are a converted vendor, you will see your MAGIC Vendor Number, SAAS Vendor Number, Vendor Name, City, State, and Zip displayed. If your vendor information does not exist in MAGIC, you will see "The query you submitted returned no records."

Converted vendors need to submit an email via mash@dfa.ms.gov to request a MAGIC User ID and Password. Enter "Vendor ID Request" as the email Subject, and include the following information in your email:

- MAGIC Vendor Number
- Vendor Name
- Contact Name
- Contact Email Address
- Contact Phone Number

If you are not a registered supplier and you wish to do business with the State of Mississippi, click here to register: [State of Mississippi Supplier Registration](#). If you attempt to complete the registration process and you are already a converted vendor in MAGIC, you will receive a duplicate error message. Please call the MMRS Call Center at 601-359-1343, Option 2 for assistance in locating your vendor information.

If you do not wish to use the State of Mississippi Supplier Self Registration process, you will need to complete the [Supplier Registration Form](#) and contact the State of Mississippi agency you desire to do business with to complete the registration process.

How to Request an Update to Your Supplier or Grantee Administrator Contact

A supplier or grantee administrator contact change can be requested by completing the [Supplier/Grantee Self-Service Request for Change](#) form, and submitting the form by clicking on the Submit button in the upper right hand corner of the form. You can also fax the form to: 601-359-6551.

Bid specifications and the opportunities for supplier responses **are only available to registered suppliers through MAGIC (Mississippi's Accountability System for Government Information and Collaboration)**. You will need a MAGIC (Mississippi's Accountability System for Government Information and Collaboration) logon. **Call 601-359-1343 if you need assistance with the MAGIC logon.**

We have an e-learning tutorial course designed to assist vendors with navigating the MAGIC system. The course can be found by clicking here [LOG820 Supplier Self-Service eLearning](#) and click on Launch Course. There is a section of the course that specifically deals with RFx (Bid) responses.

And please send your W-9 to Sharon.Chambers@dfa.ms.gov as any W-9 attached via MAGIC is not sufficient. This will facilitate timely processing of all transactions. If you prefer to fax the W-9, the fax number for sending your W-9 is **601-359-5525**.

Address: _____

Telephone: _____ Fax: _____ Website: _____

Legal Form of Company (check all that apply):

State of Domicile: _____ Year Organized: _____ FEIN: _____

Address: _____

Email: _____

Company Name _____

COMPANY TRANSMITTAL LETTER

In addition to providing the above contact information, please include the Transmittal Letter after this page.

UNPRICED TECHNICAL OFFER

Please answer the following questions regarding your company.

COMPANY CAPABILITY

Offerors must demonstrate to the MDOC that it is capable of providing the scope of requested services described in this IFB. Any information that can assure MDOC that the offeror understands the needs of the population, has experience with providing alcohol and drug treatment services, is financially capable of managing this project, and has the ability to manage a wide range of employees, should be presented in this section.

1. What year was your company started?
 - a. Please provide the documentation from the Mississippi Secretary of State's Office.
 - b. Non-profit tax exempt corporations must also provide a copy of the IRS Determination Letter.
2. Please provide the physical location of company headquarters.
3. Please provide the mailing address of company headquarters:
4. Please provide the state of incorporation:
5. If your company is not physically located in the State of Mississippi:
 - a. Please provide detail on how you will provide monitoring of the services provided under this project?
 - b. Provide the number of full-time employees at the Mississippi location.
6. If you currently have an office in the State of Mississippi:
 - a. Provide the address of the office:
 - b. Provide general functions of the office:
 - c. Please provide as much detail about the office as possible.
7. Is the company publicly traded or privately held?
8. Please list all owners of the company (names, addresses, telephone numbers, and their percent of ownership).
9. Non-profit tax-exempt corporations should provide a listing of board members, names, addresses, and telephone numbers. If your company is not non-profit or tax-exempt, indicate: N/A.
10. State if any officers or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi.
11. Is your company licensed and/or certified to provide alcohol and drug residential treatment program services by any and all applicable federal and state entities?
12. Please provide a listing of the comparable accounts for which your company has provided Alcohol and Drug Residential Treatment Program Services.
13. Describe your company's current general liability, professional liability insurance.
 - a. Who are the insurance carriers?
 - b. Have you had other liability insurance carriers within the last three years?
 - c. Identify the coverage limits for each policy.

- d. The State of Mississippi expects to be named as an additional insured on your liability coverage. Please state whether or not you will name the State of Mississippi as an additional insured.
14. List and describe any pending lawsuits or other legal proceedings against the Vendor which pertain to any of the services or materials which are part of Vendor's bid. Identification of lawsuits or legal proceedings shall include the date suit was filed, a brief description of the lawsuit and the current status of the lawsuit. MDOC reserves the right to request a copy of the lawsuit or legal proceedings.
15. Is your company certified as a minority vendor by the Mississippi Department of Finance and Administration?
16. Do you plan to use subcontractors that are certified as minority vendors by the Mississippi Department of Administration and Finance?

PLAN FOR PROVIDING THE SERVICES

Offerors should provide as much detail as possible.

17. Please describe the approach the company will take to deliver the required services as described in Section 5 of the IFB.
18. Please indicate if the Vendor intends to exceed minimal standards and describe how it will do so.
19. No offeror shall have in its employ or through contract or sub-contract any person that has been incarcerated by MDOC or has been under supervision by MDOC as a probationer, parolee or supervised under house arrest or earned release supervision, in either an adjudicated or non-adjudicated basis within a three year period. No bid will be considered unless this requirement is acknowledged and complied with. Please respond to this requirement.
20. Proposed Staffing Plan. Please provide a comprehensive list of the names and titles/roles of the offeror's staff assigned to the proposed contract using the categories provided below. Resumes are required for all individuals assigned to the contract. Include resumes of all key staff in **Exhibit F** and certification in **Exhibit G**.
21. Use the following chart below as a sample staffing plan. If staff have to be hired (TBA), please list the title instead of the name.

PROPOSED CONTRACT STAFFING PLAN

Staff Name and Current Title with Company	Proposed Role in the Contract	Ownership Percentage	Rate Per Hour	Total Proposed Hours/Year
John Smith President	Project Manager	_%	\$1.00	2
TOTALS		__%	\$1.00	2

22. Describe offeror's current and proposed facilities, supplies and material, equipment, machinery that will be used to complete the plan.
23. Describe offeror's sources of funding that will allow contractor to provide all the supportive services for this residential treatment project.
24. The Vendor is requested to describe how it will monitor the contract to ensure staff's compliance with contract requirements.

REFERENCES

25. List two references that can confirm your company's ability to perform the scope of services. If you do not have experience providing requested services, indicate N/A on Exhibit E, but discuss company capabilities and list references that can verify capability in this section. Provide a full address, contact person, title, email address and telephone number for each reference.

PROPOSED FEES

26. Complete **Exhibit D**. The Bid Form will be read aloud at the bid opening.

Exhibit C
Exception Summary
IFB NO. 19-003

The Vendor is responsible to meet all of the requirements and specifications described in the IFB. In accordance with Section 5 of the IFB in the event a Vendor anticipates it will be unable to comply with any requirement, standard or expectation then it must identify this exception on the *Exception Summary* form. Use the table below to specify any exceptions that are being requested. If the Vendor is awarded the contract resulting from this IFB only those exceptions accepted by MDOC, as demonstrated by the signature of a MDOC authorized representative in the fourth column, will be allowed.

MDOC IFB Reference (Reference specific IFB section which exception is taken)	Vendor Bid Reference (Page, section, items in Vendor's Bid Packet where exception is explained)	Brief Explanation of Exception (Short description of exception being made)	MDOC Acceptance (sign here only if accepted)

EXHIBIT D

**BID FORM
IFB NO. 19-003**

ALCOHOL AND DRUG RESIDENTIAL TREATMENT PROGRAM SERVICES

Company Name: _____

Address: _____

City/State/Zip: _____

BID

PROPOSED CONTRACT CERTIFIED SUBSTANCE ABUSE PROFESSIONALS

Name	Title with the Company	Rate Per Hour	Total Proposed Hours Per Month	Cost Per Month
TOTALS				

PROPOSED CONTRACT PROGRAM OVERSIGHT ADMINISTRATOR

Name	Title with the Company	Rate Per Hour	Total Proposed Hours Per Month	Cost Per Month
TOTALS				

TOTAL BID (PER MONTH COST): _____ per month

Authorized Signature: _____ **Date:** _____

Exhibit E
References
IFB NO. 19-003

Provide two (2) references for which your company has provided in the past or currently provides primary residential services for alcohol and drug treatment. MDOC intends to contact these references prior to executing a final contract with the selected Vendor.

1. Agency or Organization: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Participants Served: _____ Contract Dates: _____

2. Agency or Organization: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Participants Served: _____ Contract Dates: _____

Called by: _____

Date/Time: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

Exhibit F
Resumes of Assigned Staff
IFB NO. 19-003

Exhibit G
Certifications of Assigned Staff
IFB NO. 19-003

Exhibit H
Subcontractors
IFB NO. 19-003

List all subcontractors the Vendor intends to use to fulfill the obligations and expectations of providing residential treatment services to offenders in the custody of MDOC.

1. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be provided: _____

2. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be provided: _____

3. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be provided: _____

Exhibit I

**Threshold Agreement by Vendor
IFB NO. 19-003**

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a bid. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied.

Vendor must initial by each item below to signify their understanding of the Threshold Agreement and their willingness to comply.

1. MDOC requires full disclosure of expenses of the contract(s) each month. Vendor(s) must provide 100% disclosure of all expenses associated with the contract, including cost allocations. Do you agree? _____ YES _____ NO

2. Vendor must agree to allow MDOC or its authorized representative, including State of Mississippi auditors or Mississippi Joint Legislative Committee on Performance, Evaluation and Expenditure Review to inspect the books or audit the books of account for any related companies at least annually for which there is a cost allocation or charge to the contract, whether paid by MDOC or not. The Vendor's contract which such related organizations must contain a provision allowing such inspection or audit. Do you agree?
_____ YES _____ NO

3. MDOC does not expect that any information about operational matters or processes under this contract will be proprietary so as to prohibit disclosure to MDOC officials acting in their authority to oversee this contract. The Mississippi Attorney General will have final authority to rule whether the Vendor's request to have an item ruled proprietary is justified or not. Do you agree?
_____ YES _____ NO

4. MDOC has listed certain reports and data that are required to be provided periodically. It is the intent of MDOC to use information submitted by the Vendor to develop financial penalties related to non-performance in key operational areas. The specific factors upon which to base the penalties and the related computations will be negotiated during the final award phase. Failure to provide required data for more than sixty (60) days after an MDOC demand letter will result in grounds for termination of the contract. Do you agree to provide such reports and data and be subject to penalties for non-performance?
_____ YES _____ NO

Exhibit J

CERTIFICATIONS

IFB 19-003

**PROSPECTIVE CONTRACTOR'S REPRESENTATION
REGARDING CONTINGENT FEES**

The prospective contractor represents as a part of such offeror's bid that such offeror
HAS / HAS NOT (circle applicable word or words)
retained any person or agency on a percentage, commission, or other contingent arrangement to
secure this contract.

CONSULTANT/LOBBYIST

Please list any consultant(s) or lobbyist(s) that has/have been engaged in reference to this IFB.

Name/Address/Phone: _____

Name/Address/Phone: _____

Name/Address/Phone: _____

Name/Address/Phone: _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

DEBARMENT

The prospective contractor certifies that it is not currently debarred from submitting bids for
contracts issued by any political subdivision or agency of the State of Mississippi 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.

Company Name

Date

Company Representative

Exhibit K
W-9
IFB NO. 19-003
