INVITATION FOR BIDS

RFx Number: 3160004971

Adult Online High School Diploma Program

Issue Date: May 2, 2022

CLOSING TIME AND DATE

Bids must be received by:
Monday, June 1, 2022 by 2:00 p.m. CST

CLOSING LOCATION

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

BID COORDINATOR

Cindy Freeman
Telephone: 601-359-5600
E-mail: procurement@mdoc.state.ms.us

GENERAL INSTRUCTIONS

Section 1 – Purpose

Purpose: The MDOC issues this Invitation for Bid ("IFB") for the purpose of soliciting competitive sealed bids from qualified and interested bidders to provide an Adult Online High School Diploma program **not** a General Education Degree (GED) program from an accredited school that offers online, flexible, and self-paced courses. MDOC intends to award one contract to one qualified bidder. This IFB may result in a single or multiple awards, depending on which is in the best interest of MDOC/State. The number of awards is at the sole discretion of the MDOC. Contract(s) will be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth below.

Section 2 – Timeline

Invitation for Bid Issue Date/1st Publication	Monday, May 2, 202222
2nd Publication	Monday, May 9, 2022
Questions/Requests for Clarification to MDOC Deadline	Monday, May 16, 2022 by 2:00 p.m., CST
Anticipated Posting of Written Answers to Questions	Friday, May 20, 2022 by 5:00 p.m., CST
Bid Packet Submission Deadline	Wednesday, June 1, 2022 by 2:00 p.m., CST
Bid Opening	Wednesday, June 1, 2022 at 2:00 p.m., CST
Anticipated Date of Notice of Intent to Award	Monday, June 6, 2022
Anticipated Post-Award Debriefing Request Due Date	June 8, 2022
Anticipated Post Award Debriefing Held By Date	June 9, 10 or 13, 2022
Anticipated Protest Deadline Date	June 15, 2022 by 2:00 p.m., CST

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or to interpret the IFB, in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Cindy Freeman, Bid Coordinator
Telephone: 601-359-5600
E-mail: procurement@mdoc.state.ms.us

3.2 Vendors should enter "IFB RFx Number 3160004971 - Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Procurement Opportunity and Public Notification Search Portal and the MDOC's website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 The MDOC will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by MDOC personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the MDOC may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 No Pre-Bid Conference, Tour, or Site Visit will be held for this IFB.

3.7 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Procurement Opportunity and Public Notification Search Portal and the MDOC's website in a manner that all bidders will be able to view. Further, bidders must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the Bid Form, or by letter. The acknowledgment should be received by the MDOC by the time, date, and at the place specified for receipt of bids. It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.8 Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Procurement Opportunity and Public Notification Search Portal and the MDOC's website.

3.9 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Work

4.1 The Contractor shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Adult Online High School Diploma Program

The programs should consist of:

- Certified Academic Advisors.
- Pre-enrollment screening with transcript request and evaluation services.
- Design and creation of course pathway for each student.
- Certified Teachers/Instructors.
- Certified Teacher/Instructor led live lessons/courses with the ability to provide subject matter assistance.
- The ability to transfer previously earned successfully completed high school credits from a previously accredited high school into the program.
- A well formatted web-based high school diploma program that is designed to allow inmates of the MDOC the opportunity to obtain a high school diploma recognized by college in the State of Mississippi.
- Standard course classes such as Math, Science, Social Studies, and English.
- Technology security support.
- Career development courses such as, but not limited to, interviewing, resume writing and elective courses.
- Issuance of an actual high school diploma that can be placed in the hands of graduators at a live virtual commencement graduation ceremony.

4.2 Contractor shall:

4.2.1 Assign an Account Representative to work directly with the MDOC Representative.

4.2.2 The Contractor's employees should refrain from using foul, abusive, or profane language during any teaching sessions.

4.2.3 The Contractor shall abide by all State and/or MDOC policies, procedures, ordinances, and/or laws pertaining to the MDOC's operation at all times, including but not limited to, the items listed above. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

4.2.4 The Contractor shall perform all services provided in the contract between the bidder/vendor 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 performance of all work; 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 materials and workmanship are to be used.

Section 5 - Basis for Award

5.1 All bids will be reviewed first to determine whether a vendor 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 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.

5.2 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 bidder 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.

5.3 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.

5.4 The MDOC intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder. This IFB may result in a single or multiple awards, depending on which is in the best interest of the MDOC/State. The number of awards is at the sole discretion of the MDOC.

Section 6 – Minimum Bidder Qualifications

The vendor must have:

6.1 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 ten (10) years.

6.2 Required Certification, Accreditation, and/or Licenses: Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the services. The notarized copies shall be delivered to the MDOC no later than ten (10) days after Contractor

receives the Notice of Intent to Award from the MDOC. Current notarized copies of licenses and certificates shall be provided to the MDOC within twenty-four (24) hours of demand at any time during the contract term. Bidder must possess and maintain the minimum bidder certifications, accreditations, and/or licensures described in this IFB, by way of illustration and not limitation, the following:

1. A business license valid in the area of services required in this IFB, if applicable.
2. A professional license or certificate in the field of services required in this IFB, if applicable.

6.3 A minimum score of six (6) on the Reference Score Sheet (**Attachment D**) from reference interviews by MDOC staff with two (2) bidder references (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.

6.4 The bidder may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary ability to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the MDOC in regard to the bidder's qualifications. The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder 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 bidder fails to satisfy the MDOC that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder'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 bidder 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 bidder; and,
4. the quality of performance of previous contracts or services.

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about August 15, 2022 and to end on August 15, 2025. Upon written agreement of both parties at least 90 days prior to each contract anniversary date, MDOC reserves the right to renew the contract for up to two (2) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total period of performance with renewals shall not exceed five (5) years.

Section 8 – Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.2 Bid Form (Attachment B) - all pricing must be submitted on the Bid Form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

8.1.3 References (Attachment C) - each bidder must furnish a listing of at least three (3) 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. MDOC staff 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. MDOC staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. MDOC staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDOC staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible. (See Section 6.3 and Attachments C and D.) Only bidders who are found responsive and responsible will have their bids considered. Bidder may submit as many references as desired. MDOC staff will begin contacting references at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

8.2.1 The signed original bid package, three (3) copies of the signed original bid package, and one (1) electronic copy (on CD, DVD or flash drive) of its bid package submitted in a sealed envelope or package to Mississippi Department of Corrections, Attention: Cindy Freeman, Bid Coordinator, 301 North Lamar Street, Jackson, Mississippi 39201, no later than the time and date specified for receipt of bids. The electronic files shall not be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. (Also see, 8.2.2 and 8.2.3).

The sealed envelope or package shall be marked with the bid opening date and time, and the number of the Invitation for Bid (June 1, 2022; 2:00 p.m. CST); IFB

RFx Number 3160004971. Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

8.2.2 Sealed bids should be mailed or hand-delivered to and labeled as follows:

Adult Online High School Diploma Program
IFB RFx Number 3160004971
Opening Date: June 1. 2022, 2:00 p.m. CST
Mississippi Department of Corrections
Attention: Cindy Freeman, Bid Coordinator
301 North Lamar Street
Jackson, Mississippi 39201
SEALED BID – DO NOT OPEN

8.2.3 All bid packages must be received by the MDOC no later than 2:00 p.m. CST, Wednesday, June 1, 2022. Bids submitted via facsimile (fax) machine will not be accepted. It is suggested that if a bid is mailed to the MDOC, it should be posted in certified mail with a return receipt requested. The MDOC will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.

8.2.4 Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the MDOC that the late receipt was due solely to mishandling by the MDOC after receipt at the specified address.

8.2.5 The time and date of receipt will be indicated on the sealed bid envelope or package by MDOC staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

8.2.6 Each page of the bid form and all attachments shall be identified with the name of the bidder.

8.2.7 Failure to submit a bid on the bid form provided 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.** The MDOC reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.

8.2.8 Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. Failure to indicate any exception will be interpreted as the bidder'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. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.

8.2.9 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.

8.2.10 As a precondition to bid acceptance, the MDOC may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

8.2.11 Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 9 – Bidder Certification

The bidder agrees that submission of a signed Bid Form is certification that the bidder will accept an award made to it as a result of the submission.

Section 10 – 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 MDOC 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 MDOC of the State of Mississippi.

Section 11 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder 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.

Section 12 – Insurance

Each successful bidder shall, at its own expense, obtain and maintain appropriate insurance.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance be waived.

Section 13 – Bid Opening

Bid opening will be open to the public; however, this will include opening, reading, and listing the name of each bidder and the bid price of each bid only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

Section 14 – Award Notification

Award(s) for this procurement will be posted on the Mississippi Procurement Opportunity and Public Notification Search Portal and the MDOC website at http://www.mdoc.ms.gov. Bidders will be notified via e-mail of the awards. Additionally, a letter will be sent to all bidders.

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with MDOC and MDOC Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any MDOC staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Bidder Investigations

Before submitting a bid, each bidder 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 bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder 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.

15.3 Expenses Incurred in Preparing Bid

The MDOC accepts no responsibility for any expense incurred by any bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

15.4 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, 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. The prices quoted shall be inclusive of, but not limited to the following: all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required labor and supervision; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs. All pricing should include all associated costs with no additional or hidden fees.

15.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed 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 staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

15.6 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith;
(2) The price bid is substantially lower than those of other bidders because of a mistake;
(3) The mistake is a clerical error, not an error of judgment; and,
(4) 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.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the MDOC 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.

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.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

15.7 Post-Award Vendor Debriefing

A bidder, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by Cindy Freeman, Bid Coordinator within three (3) business days of notification of the contract award. A post-award vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify Cindy Freeman, Bid Coordinator in writing and identify its attorney by name, address, and telephone number. The MDOC will 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.

For additional information regarding Post-Award Vendor Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB.

15.8 Protests

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with the Cindy Freeman, Bid Coordinator. The protest shall be submitted within seven (7) calendar days of notification of the contract award, or on or before 2:00 pm, CST, June 15, 2022, 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. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Cindy Freeman, Bid Coordinator via either U.S. mail, postage prepaid, or by personal delivery.

Section 16 – Required Contract Terms and Conditions

Any contract entered into with the MDOC pursuant to this IFB shall have the required clauses found in **Attachment E** and those required by the *PPRB 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 accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 17 – 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 F** and those within the *PPRB 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 accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 18 – MDOC Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the MDOC website at http://www.mdoc.ms.gov and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 19 – Attachments

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

Attachment A
Adult Online High School Diploma Program
IFB RFx Number 3160004971
BID COVER SHEET

Bids are to be submitted on or before **Wednesday, June 1, 2022, by 2:00 p.m., CST**.

PLEASE MARK YOUR ENVELOPE:

IFB for Adult Online High School Diploma Program
IFB RFx Number 3160004971
Opening Date: 2:00 p.m., CST, Wednesday, June 1, 2022
Mississippi Department of Corrections
Attention: Cindy Freeman, Bid Coordinator
301 North Lamar Street
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 Agencies 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 services to the MDOC?
_____
_____
_____

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

Is your company licensed, certified and/or accredited to provide an Adult Online High School Diploma Program as required by any and all applicable Federal and State law(s)?
_____

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

For how many customers has your company provided Adult Online High School Diploma Program in the past two years? _____

What is the largest customer your company has provided Adult Online High School Diploma Program for in the past two years? _____
_____

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

Attachment B
Adult Online High School Diploma Program
IFB RFx Number 3160004971

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, bond, or other surety;
3. All required overhead;
4. All required labor and supervision;
5. All required business and professional certifications, licenses, permits, or fees; and,
6. Any and all other costs.

All pricing for Adult Online High School Diploma Program should include all associated costs for the items with no additional or hidden fees. A quote with a breakdown should be attached to this Bid Form.

Description
The programs should consist of: • Certified Academic Advisors. • Pre-enrollment screening with transcript request and evaluation services • Certified teachers/instructors. • Certified teacher/instructor led live lessons/courses with the ability to assist also with subject matter assistance. • The ability to transfer previously earned successfully completed high school credits from a previously accredited high school into the existing program. • A well formatted web-based high school diploma program that is designed to allow inmates of the State of Mississippi the opportunity to obtain a high school diploma. • Standard course classes such as Math, Science, Social Studies, and English. • Technology security support • Career development courses such as, but not limited to, interviewing, resume writing and elective courses (not specified). • Issuance of an actual High School Diploma that can be placed in the hands of graduators at a live virtual commencement graduation ceremony.

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

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;

2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;

3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (**Attachments E and F**);

4. That the company will perform the services required at the prices quoted above;

5. 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;

6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Adult Online High School Diploma Programs; and,

7. **NON-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 MDOC 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 MDOC of the State of Mississippi.

8. **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.

9. **PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:** The prospective contractor represents as a part of such Contractor's bid that such Contractor *has not* retained any person or MDOC on a percentage, commission, or other contingent arrangement to secure this contract.

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

11. **REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it 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 *PPRB OPSCR Rules and Regulations*.

Company Name: _____

Printed Name of Representative: _____

Signature: _____ **Date:** _____

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.

Acknowledgment of Amendments

I hereby acknowledge receipt of the following amendments and understand that such amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List date and number of all amendments below: (Write "None" if applicable)

Amendment Number	Amendment Date

Printed Name of Representative: _____

Signature: _____ **Date:** _____

Attachment C
Adult Online High School Diploma Program
IFB RFx Number 3160004971

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 (2) references within two (2) business days of bid opening to be considered responsive or no later than Monday, June 6, 2022 by 2:00 p.m., CST.

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: _____

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 D
Adult Online High School Diploma Program
IFB RFx Number 3160004971

References Score Sheet
TO BE COMPLETED BY MDOC STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide high school online learning program when you called?	Yes	No
Were you satisfied with the teaching course provided? If no, please explain.	Yes	No
Was the vendor on time and found to be knowledgeable about the subject?	Yes	No
Was the high school online learning program completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered 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

Bidder must have a minimum of six (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 vendor's organization? If yes, please explain.	Yes	No

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

Notes: _____
_____

Called by: _____ _____ _____
Signature Title Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

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.

2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

3. Availability of Funds: It is expressly understood and agreed that the obligation of the MDOC 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 MDOC, the MDOC 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 MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

4. Compliance with Laws: Contractor understands that the State of Mississippi 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.

5. E-Payment: Contractor 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. Mississippi Code Annotated § 31-7-301 *et seq.*.

6. E-Verification: If applicable, Contractor 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. Mississippi Code Annotated §§ 71-11-1 *et seq.*. 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 MDOC, 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. Insurance: Each successful bidder shall, at its own expense, obtain and maintain appropriate insurance.

8. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

9. Procurement Regulations: The contract shall be governed by the applicable provisions of the *PPRB OPSCR 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.

10. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

11. Representation Regarding Gratuities: The Contractor represents that it 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 *PPRB OPSCR Rules and Regulations*.

12. Stop Work Order:
    a. *Order to Stop Work:* The Chief Procurement Officer, 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 Chief Procurement Officer shall either:
        i. cancel the stop work order; or,
        ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
    b. *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:
        i. 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,
        ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief 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.
    c. *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.
    d. *Adjustment 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.

13. Termination for Convenience:
    a. *Termination*. The MDOC 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 MDOC Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
    b. *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 MDOC Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

14. Termination for Default:
    a. *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 MDOC 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 MDOC 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 MDOC Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDOC 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.
    b. *Contractor's Duties*. Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, 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.
    c. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDOC 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.
    d. *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 MDOC 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 MDOC 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).

e. *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 (d) (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.

f. *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.

15. Termination Upon Bankruptcy: This 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 this contract, but in no case shall said compensation exceed the total contract price.

16. 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.

17. Transparency: This 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, this 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 this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent MDOC contract website 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 F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Anti-Assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this 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 this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the MDOC all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the MDOC under said contract.

3. 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.

4. 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.

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

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

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

         This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;
      ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
      iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
   b. *Limitation of Clause*. Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
   c. *Adjustment of Price*. Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this 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 or professional 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 this agreement.

8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public MDOC of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.*. If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.

9. Contractor Personnel: The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

10. Copyrights: Contractor agrees that MDOC shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this 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 this 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 department or MDOC or

any political subdivision or MDOC of the State of Mississippi;

b. has not, within a three-year period preceding this proposal, 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 this 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 this 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 this agreement, other than information obtained in confidence under prior engagements;
    b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
    c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
    d. is independently developed by the recipient without any reliance on confidential information;
    e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
    f. is disclosed with the disclosing party's prior written consent.

14. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.

15. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure

the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.

16. Failure to Enforce: Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.

17. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the MDOC a release of all claims against the State 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 this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this 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 State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

19. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this 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 this agreement. In the State'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 State 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. 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) working 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 State 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 State 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 State 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 $[Dollar Amount] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

25. Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

26. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

27. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

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

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

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

30. Ownership of Documents and Work Papers: MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.

31. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the MDOC and all of its officers, departments, 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. Price Adjustment:
    a. *Price Adjustment Methods*. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
        i. by agreement on a fixed price adjustment before commencement of the additional performance;
        ii. by unit prices specified in the contract;
        iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
        iv. by the price escalation clause.

b. *Submission of Cost or Pricing Data*. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *PPRB OPSCR Rules and Regulations*.

33. Priority: The contract consists of this agreement with addendums, attachments, exhibits, the IFB 3160004971 (hereinafter referred to as "IFB" and attached as Schedule A), and the bid dated May 30, 2022 by [Contractor Name] (hereinafter referred to as "Bid" and attached as Schedule B. 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 Schedules C or D shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

34. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.

35. 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 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 (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.

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

37. Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the MDOC shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDOC for the period of the contract. The amount is only an estimate and

Contractor understands and agrees that the MDOC is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDOC may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

38. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

39. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

40. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

41. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

42. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

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

44. Variation in Quantity: Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:
   a. the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
   b. the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

45. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Attachment G
Adult Online High School Diploma Program
IFB RFx Number 3160004971

IFB Exception(s)

Bidder 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 Bidder shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Bidder'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.				