INVITATION FOR BIDS
No. 16-001

Transitional Housing Services

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

Contact: Sandra Edwards
SEdwards@mdoc.state.ms.us
Office: 601-359-5206
Fax: 601-359-5377

Date: July 13, 2015

IFB Issued via The Clarion Ledger and MAGIC: Monday, July 13, 2015

Bid Packets Due via MAGIC: Friday, August 14, 2015 by 4:00 p.m. CST

SECTION 1. TABLE OF CONTENTS

		PAGE
Section 1	Table of Contents	2
Section 2	Notice to Respondents	5
Section 3	General Information	6
Section 4	Scope of Services/Technical Specifications	13
Section 5	Required Format and Contents of Bid Packet	27
Section 6	Evaluation of Bid Packet	33
Section 7	Standard Clauses for Service Contract Resulting from IFB	36
Section 8	Exhibits	47

A. MAGIC Help Desk and Technical Assistance
B. Bid Cover Sheet
C. Exception Summary
D. Bid Forms on Transitional Housing Services
E. Reference and Reference Score Sheet
F. Experience Form
G. Resumes of Key Staff
H. Subcontractors
I. Threshold Agreements by Vendors
J. Certifications
K. W-9

SECTION 2. NOTICE TO RESPONDENTS

2.1 Invitation for Bids

The Mississippi Department of Corrections (hereinafter "MDOC") is hereby requesting written bids for providing transitional housing for individuals released from the care and custody of the MDOC.

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 Friday, August 14, 2015.**

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 "Transitional Housing IFB #16-001" is Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Email: SEdwards@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 providing transitional housing for individuals released from the care and custody of the MDOC.

3.1.2 The MDOC desires to establish an agreement with qualified contractors able to provide a minimum of 10 beds for the services.

3.2 Type of Proposed Contract

The proposed contract that would result from this IFB is considered a fixed fee contract.

3.3 Terms of Proposed Contract

3.3.1 The contract shall be for thirty six (36) months beginning on October 15, 2015.

3.3.2 The contract may be renewed at the discretion of the agency upon written notice to Contractor at least sixty (60) days prior to the contract anniversary date for a period of one (1) successive year. The total number of renewal years permitted shall not exceed two (2).

3.4 Pre-Bid Vendor Conference

3.4.1 All prospective bidders are required to attend the Pre-Bid Vendor Conference which will be held:

Mississippi Department of Corrections
633 North State Street, Jackson, MS 39202
3rd Floor Conference Room
Friday, July 24, 2015 at 10 a.m. CST

3.4.2 Please notify the **Single Point of Contact** that you will be attending by calling, emailing, or faxing no later than **Thursday, July 23, 2015 at 5 p.m. CST.**

3.5 Questions/Written Clarification to Specifications

3.5.1 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 Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Email: SEdwards@mdoc.state.ms.us before or on Tuesday, **July 31, 2015** by 10 a.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 "Transitional Housing IFB #16-001" is Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Fax: 601-359-5377, Email: SEdwards@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 Sandra Edwards 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	7/13/2015		Advertise in MAGIC and in Newspaper
Monday	7/20/2015		Advertise in Newspaper
Thursday	7/23/2015	5 p.m. CST	Register for Pre-Bid Conference
Friday	7/24/2015	10 a.m. CST	**Pre-Bid Conference** at 633 N State Street, Jackson, MS 39202, Third Floor Conference Room
Friday	7/31/2015	10 a.m. CST	Deadline for Vendor Questions
Tuesday	8/4/2015	5 p.m. CST	Answers to Vendor Questions sent via email to Vendors that attended Pre-Bid Conference and Tour. Answers also posted in MAGIC
Friday	**8/14/2015**	**4 p.m. CST**	**Deadline for Bid Packets via MAGIC, Public Reading of Bid Sheets at 633 N State Street, Jackson, MS 39202**
	8/17–21/2015		*Evaluation
	8/17-21/2015		Inspection of Facilities where beds are located
Monday	8/24/2015		Notice of Contract Award to all Respondents
	8/27-28/2015		Debriefings, if requested by vendors
Friday	9/4/2015	10 a.m. CST	**Post Award Conference** with awarded contractors at MDOC, 633 N State Street, Jackson, MS 39202. Third Floor Conference Room.
	8/24-9/10/2015		Contract Negotiations and Discussions
Friday	9/11/2015	5 p.m. CST	Deadline for submission to the Personal Service Contract Review Board
Tuesday	10/13/2015	9 a.m. CST	PSCRB Monthly meeting
Thursday	10/15/2015		Contract Begins

*MDOC reserves the right to request **Best and Final Offers (BAFO)** from the two (2) best offerors.

3.10 Deadline for Bid Packets

3.10.1 Written bid packets are due and must be "released" in MAGIC on, or before, **Friday, August 14, 2015 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 Proposed Contractor Facilities

4.1.1 The MDOC has facilities all over the state and any inmate released from MDOC facilities may require a transitional bed until they can secure a job and their own address. Therefore, the proposed contractor facilities may be located anywhere in the State of Mississippi.

4.1.2 Transitional housing may be awarded to multiple contractors given the maximum number of beds available at each location.

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 staff dedicated solely for the purpose of providing Transitional Housing services.

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 provide a minimum of three references.

4.2.5 Must have all services outlined in this IFB completely implemented and operational within thirty (30) days from the contract date unless otherwise agreed to by the 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 goal is to help former inmates to secure employment and a more permanent place to live within a four to six month period to reduce recidivism. The Mississippi Department of Corrections is requesting sealed bids for the following services:

4.3.1 Provide transitional housing with alcohol and drug supportive services. Length of stay is minimum of four months and maximum of six months.

4.3.2 Provide transitional housing for a minimum of 10 male and/or female offenders released from MDOC facilities.

4.3.3 Provide supportive services, to include but not limited to the following:

1. Employment skills training and placement
2. Financial management training
3. Educational assistance
4. Individual and group therapy
5. Opportunity to reconnect with family members

6. Transportation. Pick up released inmate from closest bus terminal and transportation to contractor's location, to and from work as required.
7. Assistance for Permanent Housing

4.3.4 Note: MDOC approval is needed for sub-contracted supportive services

4.3.5 Provide residents with referral information about other local resources.

4.3.6 Provide quarterly reports to MDOC on the resident status and accomplishments of residents.

4.3.7 Provide detailed monthly invoicing to include cumulative data depicting the arrival and departure date of each participant.

4.4 Site Visit

4.4.1 Before vendor(s) selection, MDOC reserves the right to visit offerors' office and/or transitional housing operation before a vendor is selected and/or before the proposed contract begins to determine if the vendor's site meets MDOC standards.

4.4.2 After a contract is executed, MDOC Probation/Parole Agents will randomly visit contractor sites for the following purposes:

1. To determine if drug and alcohol activity (to include parties where drugs and alcohol are served/used) is taking place on the premises.
2. To determine if weapons are accessible to participants on the premises.
3. To determine if the facility has substandard living conditions.
4. Brief questions to participants at the site to determine the supportive service activities they have participated in, if they have a job, will be getting a job, transportation, etc.
5. MDOC will provide a form to Probation/Parole Agents and they will use the form as a checklist to monitor the contract and former inmate activity.

4.5 Fee for Services

4.5.1 The MDOC will not pay any more than twenty dollars ($20.00) per day per inmate.

1. Minimum stay for residents is four (4) months and maximum stay for residents is six (6) months.
2. Vendor staff shall aggressively assist residents to move to a more permanent housing location.
3. MDOC will only pay for the days the participant is actually at the facility.

4.5.2 Offerors will acknowledge maximum allowable payment from MDOC in the bid packet.

4.5.3 Offerors will develop a budget narrative for a one year period detailing program expense and determining which expenses or supportive services will be handled through a sub-contract.

4.5.4 Vendors must determine the number of beds they will offer with the understanding that MDOC will inspect selected vendor(s) facilities before selection of vendor(s).

4.5.5 Offerors will submit their pricing in **Exhibit D – Bid Form**. Pricing may be less than $20 per day per bed. The offeror that provides the lowest price per bed per day will receive the most points for pricing. MDOC assumes that offerors have other sources of funds other than the MDOC per bed per day fee and looks forward to receiving the bid packet with all questions answered.

4.5.6 Offerors must provide maintain of their facilities.

4.6 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

4.6.1 Provide guidance to Selected Bidders in MDOC policy and procedure,

4.6.2 Provide Bus Ticket to released inmate to arrive at closest designated bus terminal to contractor location. MDOC will monitor release of all participants from transitional housing.

4.6.3 Monitor release of participants and transfer of supervision as necessary.

4.6.4 Perform monthly site visits with MDOC contractors.

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 16-001.

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.
4. 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 Transitional Housing Services to former inmates released from MDOC 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 three references in this section. If the vendor has experience providing transitional housing for a correctional population, complete Exhibit E. If there is no experience with a correctional population, provide the Exhibit and indicate N/A in the form.
5. 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 Form.
6. Exhibit D – Bid Sheet on Transitional Housing Services
7. Exhibit E – References
8. Exhibit F - Experience Form
9. Exhibit G - Resumes of Key Staff
10. Exhibit H – Subcontractors
11. Exhibit I - Threshold Agreements by Vendors

12. Exhibit J – Certifications
13. Exhibit K - 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 Qualifications of Offeror

6.1.1 The offeror may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.

6.1.2 The offeror may also be required to give a past history and references in order to satisfy the MDOC in regard to the offeror's qualifications.

6.1.3 The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the MDOC all information for this purpose that may be requested.

6.1.4 The MDOC reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy the MDOC that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

6.2 Evaluation Step One

6.2.1 Step One in the evaluation process will be completed by MDOC staff to determine if the bid packet is acceptable or unacceptable.

1. Was the bid submitted on time?
2. Is the bid packet in the format outlined in Section 5.1?
3. Is the offeror 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?
4. Does the bid packet have all the required attachments?
5. Review of Certifications, **Exhibit J**. Did the vendor circle "has or has not" on the form? Is the form signed by an authorized individual?
6. Review of Bid Form. Is the bid form signed by an authorized individual? Did the company provide a cost per bed per day? Did the company provide the number of beds currently available?

6.2.2 The offerors whose bid packets are in the required order and have the required content will be considered "acceptable." If the answer to any of the questions above is "NO" the offeror will be considered "unacceptable" and the bid put aside. MDOC staff will immediately notify the "unacceptable" bidder that their bid will not be considered and why it will not be considered.

6.2.3 The MDOC reserves the right in its sole discretion to waive minor irregularities in bid packets. A minor irregularity is a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Waivers, when granted, shall in no way modify the IFB requirements or excuse the party from full compliance with the IFB specifications and other contract requirements, if the party is awarded the contract.

6.2.4 A Log of all bid packets will be maintained in MAGIC as bid packets are received to include the day and time received. Bid packets will be opened publicly and the bid sheet will be read aloud.

6.3 Evaluation Step Two

6.3.1 Only those bid packets deemed "acceptable" will be considered for Step 2 of the evaluation process. The answers to the questions and attachments in the bid packet will be reviewed by MDOC staff to determine the most responsible bidder. MDOC plans to make award to the most responsible lowest bidder.

CRITERIA FOR EVALUATION	
Description of Criteria	**Maximum Points**
Bid Format and Content	5
Bid Sheet – Exhibit D.	40
Answers to Questions after the Bid Submission Sheet	15
References – Exhibit E	15
Experience/Record of Past Performance – Exhibit F	15
Personnel Assigned to Provide Services - Exhibit G	10
TOTAL MAXIMUM POINTS	100

6.3.2 Bidders may receive a maximum of 100 points based on the Offeror's response to the IFB.

6.3.3 For Cost: **Bidders may offer an amount less than $20 per bed per day.** The most responsible bidder with the lowest cost per bed per day will receive the maximum points for cost – 40 points. An objective formula will be applied to the cost per bed per day for the other vendors to determine the number of points to be assigned.

6.4 Evaluation Step Three

6.4.1 The MDOC Commissioner, or his 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.

6.4.2 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.

6.4.3 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.

6.5 Debriefing Request

6.5.1 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 Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Fax: 601-359-5377, Email: SEdwards@mdoc.state.ms.us.

6.5.2 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.

6.5.3 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 16-001 shall occur between **August 27 and 28, 2015 no later than 4 p.m. CST.**

6.6 Protests

Any actual or prospective bidder, offerer, 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, Thursday, September 10, 2015, 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 **Thursday, September 10, 2015,** 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 State 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 Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.mspb.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 Board 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

Offeror 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 packet.

7.14 Representation Regarding Gratuities

The offeror, or 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 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 venturers, 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:
Marshall Fisher, 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 Procurement Officer of the MDOC may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer 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 Procurement Officer 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 Procurement Officer of the MDOC 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 Procurement Officer, 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 Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. 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 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.

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 Procurement Officer 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 Procurement Officer 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 Procurement Officer 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 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.

7.34 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 16-001

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.***

Exhibit B

Bid Cover Sheet
IFB NO. 16-001

Legal Name of Company: _____

Address:_____

City:_____ State:_____ Zip Code:_____

Telephone:_____ Fax:_____ Website: _____

MAGIC Vendor Code:_____ or W-9 is attached _____

Legal Form of Company (check all that apply):
____ Corporation ____ LLC
____ Private Not-For-Profit ____ Private For-Profit
____ Government ____ Other

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

List the contact person for your bid. This person should also be the contact for questions and/or clarifications.

Person's Name: _____ Title:_____

Address:_____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

By submitting a bid and signing in the space indicated below, Vendor certifies that the company represented in the bid packet acknowledges and accepts the terms and conditions outlined in this Invitation for Bids (IFB). Vendor further certifies that the company represented here is an authorized provider in good standing of the products / services included in this bid.

_____/_____
Original Signature of Officer in Bind of Company / Date

Name (typed or printed)_____

Title _____

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 transitional housing, 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 transitional housing 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 transitional housing by any and all applicable federal and state entities?
12. How many transitional housing correctional clients has your company served?
13. Please provide a listing of the comparable accounts for which your company has provided Transitional Housing Services.
14. List <u>all</u> clients for which you provided Transitional Housing Services for **correctional** facilities. Use the *Transitional Housing Services Experience* form included in **Exhibit F**. If there is no documentation or proof of experience, offerors must discuss staff capabilities and plan for performing the service in detail.

15. MDOC wants to be assured that the Vendor(s) selected to provide services are financially stable and will be able to meet the contract requirements for the term of the agreement. Provide information about the financial history and capabilities of the company.
16. 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.
17. 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.
18. Is your company certified as a minority vendor by the Mississippi Department of Finance and Administration?
19. 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.

20. Please describe the approach the company will take to deliver the required services as described in Section 5 of the IFB.
21. Please indicate if the Vendor intends to exceed minimal standards and describe how it will do so.
22. 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. No bid will be considered unless this requirement is acknowledged and complied with. Please respond to this requirement.
23. 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 G**.
24. 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

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

REFERENCES

28. List three references that can confirm your company's ability to perform the scope of services. If you do not have experience providing transitional housing, 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. Only use the *Transitional Housing Services Reference* form included in **Exhibit E.**

PROPOSED FEES

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

Exhibit C
Exception Summary
IFB NO. 16-001

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. 16-001
TRANSITIONAL HOUSING SERVICES

Company Name: _____
Address: _____
City/State/Zip: _____

BID

Total Beds Currently Available (minimum is 10 beds) _____

Maximum Rate Per Bed Per Day is $20 **X** _____*

Bid calculation = Total Beds x Rate/Bed x 365

TOTAL BID **=** **$**_____

*** Offerors may offer an amount less than $20 per day per bed.**

Successful vendors must provide documentation for day and time of occupancy and day and time of exit for each resident.

Authorized Signature: _____

Date: _____

Exhibit E
Correctional References
IFB NO. 16-001

Provide three (3) references for which your company has provided in the past or currently provides transitional housing services for a correctional population. MDOC intends to contact these references prior to executing a final contract with the selected Vendor.

1. Corrections Agency:_____

   Contact Person: _____ Title: _____

   Address: _____

   Phone: _____ Email: _____

   Type of Services Provided: _____

   Number of Former Inmates Served: _____ Contract Dates: _____

2. Corrections Agency:_____

   Contact Person: _____ Title: _____

   Address: _____

   Phone: _____ Email: _____

   Type of Services Provided: _____

   Number of Former Inmates Served: _____ Contract Dates: _____

3. Corrections Agency:_____

   Contact Person: _____ Title: _____

   Address: _____

   Phone: _____ Email: _____

   Type of Services Provided: _____

   Number of Former Inmates Served: _____ Contract Dates: _____

Exhibit E-1
References Score Sheet
IFB NO. 16-001

The references will be scored by MDOC Staff Only:
Type of Service/Product: Transitional Housing for Correctional Population
Bidder Name: _____
Reference Name: _____
Spoke to: _____
Score: _____

QUESTION	RESPONSES/COMMENTS
• Is this vendor currently providing services, or have they provided services for you in the past? • Yes = 3 pts • No = 0 pts • N/A = 0 pts	
• If you had any problems with the vendor, were the problems resolved in an accepted time frame? • Yes = 2 pts • No = 0 pts • N/A = 2 pts (No problems)	
• How would you rate their performance on a scale of 1 - 5? • 1 = Not Pleased = 0 pts • 2 = Satisfactory = 1 pts • 3 = Good = 2 pts • 4 = Very Good = 3 pts • 5 = Excellent = 4 pts	
• Would you be willing to renew the contract, or contract with this vendor again? • Yes = 3 pts • No = 0 pts • N/A = 0 pts	
• Overall, would you recommend this vendor to someone else? • Yes = 2 pts • No = 0 pts • N/A = 0 pts	

THANK YOU FOR YOUR TIME. Please email the completed form to SEdwards@mdoc.state.ms.us.

Bidder must have a minimum score of "4" from two references (total of "8" points) to be considered responsible and for its bid to be considered.

Called by: _____

Date/Time: _____

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Exhibit F
Transitional Housing Services Experience
IFB NO. 16-001

MDOC wants to understand the full array of transitional housing services the Vendor has provided. Please list all clients for which you have provided Transitional Housing Services. The list of clients shall include individuals, businesses, organizations, federal, state, county and other government agencies as well as contracts with private corrections organizations.

Client/Government Agency	Contract Dates	Array of Services	# Inmates

Exhibit G
Resumes of Key Staff
IFB NO. 16-001

Exhibit H
Subcontractors
IFB NO. 16-001

List all subcontractors the Vendor intends to use to fulfill the obligations and expectations of providing transitional housing services to former inmates 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. 16-001

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 16-001

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:_____

_____

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. 16-001

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.