

**INVITATION FOR BIDS**  
**No. 16-002**

**Youthful Offender Unit Monitor Services**

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

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**Date: July 13, 2015**

**IFB Issued via MAGIC: Monday, July 13, 2015**

**Bid Packets Due via MAGIC: Friday, August 21, 2015 by 4:00 p.m. CST**

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## SECTION 2 – DEFINITIONS

The Mississippi Department of Corrections has made every effort to make this Invitation for Bids easy to understand. This section provides terms that are used throughout this document.

- 2.1 Decree – means Section 47-5-941 and Sections 47-5-1211 through 47-5-1227, Mississippi Code of 1972, as amended.
- 2.2 Agency – for the purposes of this IFB “agency” shall be defined as Mississippi Department of Corrections.
- 2.3 Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.4 Central Office – means MDOC’s Office located in Jackson, Hinds County, Mississippi – 633 North State Street, Jackson, MS 39202.
- 2.5 CMCF – means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.6 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.7 Contractor - means any person having a contract with a governmental body.
- 2.8 Contract Modification - means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- 2.9 Correctional Facilities – means the three (3) state run facilities (MSP, CMCF, and SMCI).
- 2.10 CWC – means Community Work Center.
- 2.11 Data - means recorded information, regardless of form or characteristic.
- 2.12 Day - means calendar day, unless otherwise specified.
- 2.13 Department – means the Mississippi Department of Corrections.
- 2.14 Designee - means a duly authorized representative of a person holding a superior position.
- 2.15 EMCF – means East Mississippi Correctional Facility located in Meridian, Lauderdale County, Mississippi.
- 2.16 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.17 Force Majeure – means the failure to perform any of the terms and conditions of the proposed contract as a result of acts of God, storm, fire, casualty, war, or national emergency.
- 2.18 IFB – means Invitation for bids.
- 2.19 Inmate – means any person committed in accordance with the applicable laws of the State and assigned to a Facility for incarceration.
- 2.20 Inmate Information System – means the software developed by the Facility Operator for use at the Facility.
- 2.21 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.
- 2.22 MCCF – means Marshall County Correctional Facility located in Holly Springs, Mississippi.
- 2.23 May - denotes the permissive.

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- 2.24 MDOC - means Mississippi Department of Corrections.
- 2.25 Offeror - means an individual/business that submits a Bid in response to this Invitation for Bids.
- 2.26 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.27 Procurement means buying, purchasing or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- 2.28 Procurement Officer - means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of authority.
- 2.29 Proposer – means the qualified youthful offender unit monitor.
- 2.30 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.31 Regulation - means a governmental body’s statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with the Mississippi Administrative Procedures Law, Mississippi Code Annotated §§ 24-43-1 et seq. (1972, as amended).
- 2.32 RFP – means Request for Proposals.
- 2.33 Respondent – means an individual/business that submits a proposal/bid in response to a RFP or IFB.
- 2.34 Services - mean the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.
- 2.35 Shall - denotes the imperative.
- 2.36 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.37 State – means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.
- 2.38 Subcontractor – For the purposes of the IFB, any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.39 WCCF – means Wilkinson County Correctional Facility located in Woodville, Mississippi.
- 2.40 WGCF – means Walnut Grove Correctional Facility located in Walnut Grove, Leake County, Mississippi.
- 2.41 YOU – means Youthful Offender Unit.

### SECTION 3. NOTICE TO RESPONDENTS

#### 3.1 Invitation for Bids

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written bids for monitoring the operation of the Youthful Offender Unit (YOU) for the MDOC.

#### 3.2 Submission of Bid Packets

Written bids for monitoring the operation of the YOU 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 21, 2015.**

#### 3.3 General Information

3.3.1 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.

3.3.2 The Single Point of Contact for the MDOC “Youthful Offender Unit Monitor IFB #16-002” is Sandra Edwards, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Email: [SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us).

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

## SECTION 4. GENERAL INSTRUCTIONS

- 4.1 Purpose of IFB
- 4.1.1 To solicit bids for monitoring the operation of the Youthful Offender Unit, (YOU).
- 4.1.2 The MDOC desires to establish one agreement with one qualified contractor to provide the services.
- 4.2 Type of Proposed Contract
- The proposed contract that would result from this IFB is considered a fixed fee contract.
- 4.3 Terms of Proposed Contract
- 4.3.1 Upon acceptance of a bid by the MDOC, and receipt of signed contract, the successful vendor shall be obligated to deliver the stated services in accordance with the specifications in Section 5 of this IFB. The contract shall be for thirty-six (36) months beginning on October 15, 2015.
- 4.3.2 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).
- 4.3.3 It shall be the responsibility of the offeror to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.
- 4.3.4 The offeror agrees to abide by the rules and regulations as prescribed herein and as prescribed by the MDOC as the same now exists, or may hereafter from time-to-time be changed in writing.
- 4.4 Pre-Bid Conference and Tour of MDOC Facilities and Authorization Form
- 4.4.1 A Pre-Bid Conference and Tour of the YOU Unit which is housed at the Central Mississippi Correctional Facility (CMCF) in Pearl, MS, will be conducted according to the Procurement Schedule in Section 4.8 below on Monday, July 27, 2015 at 10 a.m. This will be the only tour of the facilities available to vendors.
- 4.4.2 The conference and tour is not mandatory; however, the conference and tour may assist the offerors with preparation of the plan for providing the services.
- 4.4.3 Promptness is a necessity. The address is listed below:
- Central Mississippi Correctional Facility**  
**3794 Highway 468,**  
**Pearl, MS 39208**
- 4.4.4 COMMENTS MADE DURING THE CONFERENCE AND TOUR WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE TOUR.

- 4.4.5 Any offeror planning to enter the correctional facilities must prepare the attached Authorization for Release of Information Form, **Exhibit A**, for each individual attending the Pre-Bid Conference and Tour. Vendors must **submit Exhibit A to the Single Point of Contact no later than Thursday, July 23, 2015 at 10. a.m.**
- 4.4.6 MDOC will run a background check on each individual. If there is an issue with any individual, the individual will be contacted.
- 4.4.7 A list of authorized visitors will be prepared for security officers at the CMCF. Please do not try to enter CMCF without proper authorization.
- 4.5 Questions/Written Clarification to Specifications
  - 4.5.1 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.
  - 4.5.2 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. All requests for clarification must be received by Ms. Edwards at [SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us) before or on Tuesday, **July 31, 2015** by 10 a.m. CST.
  - 4.5.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 4.6 Single Point of Contact
  - 4.6.1 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 4.5.
  - 4.6.2 The Single Point of Contact for the MDOC “Youthful Offender Unit Monitor IFB #16-002” is Sandra Edwards, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Email: [Sedwards@mdoc.state.ms.us](mailto:Sedwards@mdoc.state.ms.us).
  - 4.6.3 Any correspondence, telephone, fax, text, or email correspondence with any other MDOC employees or MDOC contractors in reference to this IFB is expressly forbidden.
  - 4.6.4 Vendors talking to MDOC employees or MDOC contractors other than Sandra Edwards about this IFB will NOT be considered for the contract.
- 4.7 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.

## 4.8 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	10 a.m.	Deadline for Authorization for Release of Information Form, <b>Exhibit A</b>
Monday	7/27/2015	10 a.m.	Pre-Bid Conference and Tour of YOU Unit.
Friday	7/31/2015	10 a.m. CST	Deadline for Vendor Questions
Monday	8/3/2015	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
<b>Friday</b>	<b>8/21/2015</b>	<b>4 p.m. CST</b>	<b>Deadline for Bid Packets via MAGIC. Bid Forms will be read aloud at 4:15 p.m.</b>
	8/24–28/2015		*Evaluation
Monday	8/31/2015		Notice of Contract Award to all Respondents
	9/4-9/2015		Debriefings, if requested by vendors
	8/31/2015 to 9/10/2015		Contract Negotiations and Discussions
Friday	9/11/2015	5 p.m.	Deadline for submission to the Personal Service Contract Review Board
Tuesday	10/13/2015	9 a.m.	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.

## 4.9 Technical Difficulty

- 4.9.1 If vendors need assistance with MAGIC, they are required to request assistance through the MAGIC Help Desk. See **Exhibit B** to this IFB for information on how to access MAGIC and/or register in MAGIC. Vendors should submit bid packets as PDF Files through MAGIC as early as possible.
- 4.9.2 Any technical difficulties a vendor may experience while trying to submit their bid will be handled by the MAGIC Help Desk.
- 4.9.3 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.

## 4.10 Deadline for Bid Packets

- 4.10.1 Written bid packets are due and must be “released” in MAGIC on, or before, **Friday, August 21, 2015 at 4:00 p.m. Bid forms will be read aloud at 4:15 p.m. at 633 N. State Street, Jackson, MS 39202.**

4.10.2 A vendor bid packet placed in a “saved” status in MAGIC shall not be considered as submitted. Bid packets must be “released” in order for MDOC to receive and/or have access to the bid packet.

4.10.3 Vendors that “do/did not submit” bids in MAGIC shall not be allowed an opportunity to submit their bid at a later date after the deadline for bids.

4.10.5 MDOC reserves the right to waive any requirement, or clause, in this IFB.

#### 4.11 **Submission requirements**

4.11.1 Bidders bid package must be uploaded into MAGIC.

4.11.2 The Bid Cover Sheet must be completed and signed by an authorized representative of the offeror.

4.11.3 Timely submission of the bid package in MAGIC is the responsibility of the bidder. MDOC will be unable to access bid packages in MAGIC considered as “not submitted.”

4.11.4 MAGIC will maintain a log of vendors that “submitted” their bids on time. The time and date of receipt of the bid packet will be indicated in MAGIC.

4.11.6 Each page of the bid packet must be numbered, and all attachments shall be identified with the name of the bidder.

4.11.7 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.**

4.11.8 The MDOC reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as nonresponsive.

4.11.9 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.

4.11.10 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.

#### 4.12 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:

4.12.1 The bid sheet contains unauthorized amendments to the requirements of the IFB;

4.12.2 The bid packet contains conditional statements – For Example: vendor states will submit financial statements if vendor receives a contract;

- 4.12.3 The bid packet is incomplete or contains irregularities which make the bid indefinite or ambiguous;
- 4.12.4 The bid packet is not “released” in MAGIC;
- 4.12.5 The bid packet is not signed by an authorized representative of the offeror;
- 4.12.6 The bid packet contains false or misleading statements or references; and,
- 4.12.7 The bid packet does not offer to provide all services required by the IFB.
- 4.12.8 The bid packet does not contain all the required attachments.

**4.13 Withdrawal of bid**

- 4.13.1 If a bidder’s price bid is substantially lower than those of other bidders, a mistake may have been made.
- 4.13.2 A bidder may withdraw its bid from consideration if certain conditions are met:
  - 1. The bid is submitted in good faith;
  - 2. The price bid is substantially lower than those of other bidders because of a mistake;
  - 3. The mistake is a clerical error, not an error of judgment; and,
  - 4. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.
- 4.13.3 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.
- 4.13.4 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.

**4.14 Informalities and Irregularities**

- 4.14.1 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.
- 4.14.2 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.

**4.15 Errors or Omissions**

- 4.15.1 The offerors will not be allowed to take advantage of any errors or omissions in the specifications. Where errors or omissions appear in the specifications, the offeror shall promptly notify the MDOC in writing of such error(s) or omission(s) it discovers.

- 4.15.2 To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than two (2) days before time for the bid response is to be submitted.
- 4.16 Disposition of Bid Packets
- All submitted bid packets become the property of the State of Mississippi.
- 4.17 IFB Does not Constitute Acceptance of Bid
- 4.17.1 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.
- 4.17.2 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.
- 4.18 Exceptions and Deviations
- 4.18.1 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.
- 4.18.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.19 Non-Conforming Terms and Conditions
- 4.19.1 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.
- 4.19.2 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.
- 4.20 Bid Acceptance Period
- Bids shall remain binding for ninety (90) calendar days after bid due date.
- 4.21 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.
- 4.22 Trade Secrets and Proprietary Information
- 4.22.1 The offeror should mark any and all pages of the bid 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.
- 4.22.2 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.

4.23 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.

4.24 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.

4.25 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 5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

- 5.1 Location of MDOC Facilities
  - 5.1.1 One contract will be awarded to one vendor to provide Youthful Offender Unit Monitoring Services at **Central Mississippi Correctional Facility (CMCF), 3794 Hwy 468, Pearl, MS 39208.**
  - 5.1.2 The contract will be awarded to the most responsive and responsible offeror found to be in the best interest of the State of Mississippi and not necessarily to the lowest price vendor.
- 5.2 Minimum Offeror Requirements
  - 5.2.1 Must be established as a business for the past three (3) years. If the selected vendor has been in business but is not registered with the Mississippi Secretary of State's Office, the vendor will be required to register with the Mississippi Secretary of State.
  - 5.2.2 Must be registered in MAGIC – see **Exhibit B – to seek help to register in MAGIC.** Only registered vendors will be able to submit a bid packet in MAGIC.
  - 5.2.3 Must provide a minimum of three (3) references from past or current clients, which must be able to verify correctional youthful offender monitoring services – see **Exhibit F.** The Reference Score Sheet is also provided in **Exhibit F-1.**
  - 5.2.4 Must demonstrate experience providing youthful offender unit monitoring services within a correctional type setting in the past – see **Exhibit G.**
  - 5.2.4 Must have staff dedicated solely for the purpose of providing the services. Must provide resumes for selected staff. See **Exhibit H.**
  - 5.2.5 Selected vendor employees entering the facilities and working in the facilities must be able to pass, to the satisfaction of the MDOC, a security and background check performed by MDOC.
  - 5.2.6 Must identify any subcontractors that will be involved in the development, implementation, training, and operation of this project – see **Exhibit I.**
  - 5.2.8 Must provide certified financial statements as **Exhibit M** (each page signed by an authorized representative) reflecting capability to sustain operations for the term of the proposed contract.
  - 5.2.9 Must have all services outlined in this IFB completely implemented and operational within thirty (30) days from the contract date unless otherwise agreed to by the MDOC.
  - 5.2.10 Must be in compliance with Mississippi Code Annotated 79-4-15.01 (1972, as amended) regarding authorization to transact business in Mississippi.
- 5.3 Scope of Services
  - 5.3.1 Monitor the operation of the Youthful Offender Unit for compliance with the Depriest vs. MDOC 17 and Younger Consent Decree.

- 5.3.2 Provide technical assistance to YOU Unit Staff on YOU Unit Operations and compliance with the Depriest vs. MDOC 17 and Younger Consent Decree.
  - 5.3.3 Act as a liaison between the court consent decree monitor and MDOC.
  - 5.3.4 Provide as needed training to YOU Unit Staff on YOU Operations and the Depriest vs. MDOC 17 and Younger Consent Decree.
  - 5.3.5 Prepare response to Consent Decree Court Monitor Reports and develop a corrective action plan.
  - 5.3.8 Assist YOU Unit staff in the development of a YOU Unit Disaster Plan.
  - 5.3.9 Submit monthly invoices and reports detailing activities in conjunction with monitoring the YOU unit.
- 5.4 Site Visit
- MDOC reserves the right to visit offerors' office and/or business operation(s) before a vendor is selected and/or before the proposed contract begins.
- 5.5 Financial Statements
- Offerors shall provide the last two years' Certified Financial Statements certified by company owner(s) in the bid packet. Offerors shall submit the financial statements as **Exhibit M** to the vendor's bid packet.
- 5.6 Fee for Services
- The Offerors will propose pricing for the scope of services on **Exhibit E** and submit it with their bid packet.
- 5.7 Small, Women, and Minority-Owned Businesses Subcontracting and Evidence of Compliance
- 5.7.1 Where it is practicable for any portion of the proposed contract to be subcontracted to other suppliers, offerors are encouraged to offer such business to small, women, and/or minority businesses, and provide proof of same in the vendor's bid packet indicating the name of firm, phone number, total dollar amount to be subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
  - 5.7.2 No portion of the work shall be subcontracted without the prior written consent of the MDOC. The selected contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 5.8 Responsibilities of Proposed Vendor
- 5.8.1 Selected vendor personnel proposed to work in the MDOC facilities must complete staff orientation and institutional training. Individuals employed by the vendor who will be performing services in the institution shall be required to undergo an initial orientation to the institution, which will not exceed forty (40) hours. In addition, all new employees and subcontractors including those who are in the institution less frequently will be required to complete an initial orientation. Annual refresher

training may also be required. All selected vendor employees are required to follow agency policy and procedure and may be denied entry for any breach of such.

- 5.8.2 The proposed vendor will provide no special privileges to the inmates.
- 5.8.3 Public Information and Publicity. All official communication shall be managed according to policies to be adopted by all parties. The proposed vendor will promptly refer requests for public information to the MDOC Communications Director or his/her designee. The proposer will not release information regarding inmates except to the extent required by applicable Federal and/or State laws or court orders.
- 5.8.4 Legal Proceedings. The proposed vendor will defend, at its expense, any actions filed against it, or any of its employees by, or related to, the inmates.

#### 5.9 Personnel

- 5.9.1 Prior to employment with the proposed vendor, applicants shall be subjected to a thorough background check and shall comply with MDOC policy and procedures relating thereto.
- 5.9.2 At no time shall the proposed vendor employ a person who is simultaneously employed by the MDOC, or who is a former MDOC employee without advance approval from MDOC, said approval not to be unreasonably withheld.
- 5.9.3 Background Check. The proposed vendor shall cooperate with MDOC in conducting criminal checks on potential employees and its subcontractors.
- 5.9.4 Training. The proposed vendor shall provide an orientation and training program for all proposed vendor employees. Said orientation and training program shall meet the approval of the MDOC.

#### 5.10 Emergency/Disaster Plan and Drills

- 5.10.1 The proposed vendor will adopt and have in place, within sixty (60) days of contract award, a disaster plan in the event of a disaster, either naturally occurring or man-made.
  - 1. The proposed vendor must have a disaster plan for the vendor's company in place within 60 days of contract award in relation to providing services to MDOC.
  - 2. The proposed vendor shall assist the YOU Unit staff in developing a disaster plan that meets the approval of MDOC. All proposed vendor staff shall be trained in their roles within the context of this plan.
- 5.10.2 The proposed vendor shall provide the superintendent/wardens with a copy of the plan, as well as an updated contact list for recall of key vendor staff.

#### 5.11 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

- 5.11.1 Guidance to Selected Vendor in MDOC policy and procedure
- 5.11.2 Custody, Care, and Control of MDOC inmates
- 5.11.3 Structural maintenance of MDOC facilities

- 5.11.4 Security for proposed vendor staff delivering YOU Monitoring services.
  - 5.11.5 The MDOC reserves the right to determine which method of operation is implemented at each MDOC facility.
  - 5.11.6 The MDOC shall have a designated employee at each facility that will sign for all deliveries.
- 5.12 Security
- 5.12.1 The Selected Vendor shall be responsible for ensuring that all personnel comply with MDOC rules and regulations inside the facility.
  - 5.12.2 All personnel entering a correctional facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines. Selected Vendor personnel must display MDOC issued ID cards on their person at all times when inside MDOC facilities. All Selected Vendor's personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
  - 5.12.3 All equipment, tools supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and brought out of the security compound when not in use.
  - 5.12.4 Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates or wards of a facility are prohibited and will be prosecuted under the provisions of Mississippi Code. The contractor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between the Selected Contractor's employees and an inmate/offender which assists the inmate/offender to escape is a felony and will be prosecuted.
  - 5.12.5 The Selected Vendor's personnel may not deliver, receive or otherwise transfer any item (no matter how innocuous) to or from an inmate/offender (except for those items detailed as approved in the Contract resulting from this IFB) without express permission of the Warden/Superintendent or his designee.
  - 5.12.6 The Selected Vendor's personnel or representatives are limited to movement to, from and within their assigned area. No contact is allowed with inmates/offenders unless expressly approved.
  - 5.12.7 No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional facility.
  - 5.12.8 The MDOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations or procedures.
  - 5.12.9 All Selected Vendor's personnel are required to be dressed appropriately for the duties they are performing. The Selected Contractor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-fitting, provocative or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
  - 5.12.10 Any mail or packages received at the facility will be searched prior to being delivered inside the security perimeter.

5.12.11 Any vehicle left unattended must be locked and the keys must be removed or it should be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after an institutional count has been completed. Count times vary.

5.12.12 The Warden/Administrator or designee has the authority to revoke a contract employee's security clearance as deemed necessary.

5.13 Contractual Remedy Procedure

5.13.1 The MDOC Contracts Division Director will have primary responsibility to monitor and enforce the terms of an Agreement with the selected Vendor.

5.13.2 In the event liquidated damages are assessed then the MDOC Deputy Commissioner of Administration & Finance and Special Assistant Attorney General will also become involved.

1. Plan of Correction

In most circumstances when a deficiency or non-compliance issue is identified the preferred course of action will be to develop a Plan of Correction. The Plan of Correction will be developed by the Vendor and approved by the MDOC Contracts Division Director. The Plan of Correction will identify the deficiency, causes for the deficiency, proposed remedies for the deficiency, a specific timeline for remedies and a specific person who will be responsible for the remedy. A Plan of Correction must be completed by the Vendor for approval by the MDOC Contracts Division Director within thirty (30) days of the deficiency being identified.

2. Liquidated Damages

In the event a Plan of Correction is not completed and approved or the deficiency is still prevalent after the Plan of Correction has been implemented then MDOC reserves the right to assess liquidated damages. The damages will include a penalty of \$1,000 per week until the deficiency is corrected.

## **SECTION 6. REQUIRED FORMAT AND CONTENTS OF BID PACKETS**

### 6.1 General Instructions

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

6.1.2 Required Bid Packet Format and Content for MDOC IFB 16-002.

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 C** – Bid Cover Sheet
2. Transmittal Letter on Vendor’s Letterhead. A letter of transmittal must be submitted with the offeror’s bid. The letter must include:
  - a. A statement of the offeror’s understanding of the services required in Section 5 of this IFB, listing each section and indicating “agree” and/or “will comply.”
  - b. The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses, and telephone numbers).
  - c. A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the MDOC.
  - d. Provide documentation showing that vendor is currently in good standing and registered to do business in the State of Mississippi through the Mississippi Secretary of State’s Office. If vendor is a tax exempt non-profit organization, documentation should also include the IRS Determination Letter.
3. Answers to Questions in Bid Packet:
  - a. Company Capability. State the Questions, then provide the Answers to the questions indicated after the Bid Cover Sheet.
  - b. Proposed Plan for providing Youthful Offender Unit Monitoring Services 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 the services 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.
4. Exhibit D – Exception Summary Form. If offeror has an exception to any part of Section 5, the exceptions must be stated in **Exhibit D** - Exception Summary Form.
5. Exhibit E – Bid Sheet on Youthful Offender Unit Monitoring Services
6. Exhibit F – References and References Score Sheet
7. Exhibit G - Experience Form
8. Exhibit H - Resumes of Key Staff
9. Exhibit I – Subcontractors
10. Exhibit J - Threshold Agreements by Vendors
11. Exhibit K – Certifications

12. Exhibit L - W-9

13. Most Recent Two Years of Certified Financial Statements

6.2 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 J).**

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 7. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS**

### 7.1 Qualifications of Offeror

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 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.

### 7.2 Evaluation Step One

- 7.2.1 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 6.1?
  - 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 K**. Did the vendor circle "has or has not" on the form? Is the form signed by an authorized individual?
  - 6. Review of Bid Form, **Exhibit E**. Is the bid form signed by an authorized individual? Did the company provide a blended hourly rate per hour? Did the vendor provide an estimated number of hours required per year? Did the vendor correctly calculate the Total Bid on the form?
- 7.2.2 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.
- 7.2.3 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.

- 7.2.4 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.

7.3 Evaluation Step Two

- 7.3.1 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.

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

- 7.3.2 Bidders may receive a maximum of 100 points based on the Offeror’s response to the IFB. The bidder with the most points is considered the most responsible bidder.

- 7.3.3 For Cost: The most responsible bidder with the lowest blended hourly rate and total estimated annual cost will receive the maximum points for cost – 40 points. An objective formula will be applied for the other vendors to determine the number of points to be assigned.

7.4 Evaluation Step Three

- 7.4.1 The MDOC Commissioner, or his designee, will contact the most responsible bidder with the bid packet which best meets MDOC’s needs and attempt to execute an agreement that is deemed acceptable to both parties.

- 7.4.2 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.

- 7.4.3 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.

7.5 Debriefing Request

7.5.1 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](mailto:SEdwards@mdoc.state.ms.us).

7.5.2 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.

7.5.3 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 16-002 shall occur between **September 4 and September 9, 2015 no later than 4 p.m. CST.**

7.6 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 8. STANDARD TERMS AND CONDITIONS**

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

### **8.1 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.

### **8.2 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.

### **8.3 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.

### **8.4 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.

### **8.5 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.

8.6 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.

8.7 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>.

8.8 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.

8.9 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.

8.10 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.

8.11 Contractor Personnel

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

8.12 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.

8.13 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).

8.14 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.

8.15 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.

8.16 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.

8.17 Stop Work Order

8.17.1 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.

8.17.2 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.

1.17.3 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.

1.17.4 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.

8.18 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.

8.19 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.

8.20 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.

8.21 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.

8.22 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.

8.24 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.

8.25 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.

8.26 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

8.27 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.

8.28 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.

8.29 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.

8.30 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.

8.31 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.

8.32 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.

8.33 State Property

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

8.34 Termination for Convenience

8.34.1 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.

8.34.2 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.

8.35 Termination for Default

8.35.1 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.

8.35.2 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.

8.35.3 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.

8.35.4 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).

8.35.5 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.

8.35.6 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.

### 8.36 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.

8.36 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 access 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.

8.37 Unsatisfactory Work

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

8.38 Waiver

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

**SECTION 9. EXHIBITS**

**EXHIBIT A**

**COMPLETE ALL INFORMATION FOR EACH PERSON**

**AUTHORIZATION FOR RELEASE OF INFORMATION  
NCIC (National Crime Information Center) CHECK**

I hereby authorize a representative of the MS. Department of Corrections to obtain any information on my criminal history background. I understand that this check must be done before I am allowed to enter/serve at MDOC facility. I also understand that refusal to provide all necessary information may result in 1) denial of entry into a MDOC facility and 2) denial of volunteer/contract status.

1. Name (Last, First, Middle)	
2. Address (Street address) (City, State, County, Zip Code)	
3. Home Telephone Number (Area Code, Number):	
4. Aliases/Nickname:	
5. Citizenship (List the country you are a citizen of):	
6. Social Security Number:	
7. Drivers License Number & State Issued:	
8. Date of Birth (Month, day, year):	
8a. Sex:	8b. Race:
8c. Height:	8d. Weight
8e. Color of Eyes:	8f. Color of Hair:
9. Place of Birth (City, State, County), (List city, county and country if outside the U.S.A.)	
10. The above listed information is true and correct. Applicant's Signature	10a. Date

***PRIVACY ACT NOTICE***

**Authority for Collecting Information:** E.O. 10450; 5 USC 1303; 42 USC 2165 and 2455; 22 USC 2585 and 2519; and 5 USC 3301

**EXHIBIT B**

**Information about MAGIC  
IFB 16-002**

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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#](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](mailto: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](mailto: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**.



**ADD 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 and include the questions and answers in the format below behind the Company Transmittal Letter.**

### 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 monitoring Youthful Offender Units in a correctional setting, 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?
2. Please provide the physical location of company headquarters.
3. Please provide the mailing address of company headquarters:
4. Please provide the place of incorporation:
5. If your company is not physically located in the State of Mississippi:
  - a. How will you provide monitoring of the Youthful Offender Unit at CMCF?
  - b. Provide the number of full-time employees over the past three (3) years.
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. Provide number of full time employees over the past three (3) years.
  - d. 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.
9. 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.
10. Is your company licensed and/or certified to provide monitoring of Youthful Offender Units by any and all applicable federal and state entities?
11. How many Youthful Offenders Units has your company monitored in the past three years?
12. Please provide a listing of the comparable accounts for which your company has provided Youthful Offender Unit Monitoring Services.
13. List all clients for which you provided Youthful Offender Monitoring Services in a correctional environment within the last three years. Use the *Correctional Youthful Offender Monitoring Services Experience* form included in **Exhibit G**.
14. 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. Provide the company's certified financial statements for the last two years (2014 and 2013) as **Exhibit M**.
15. 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.
16. 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.
  17. Is your company certified as a minority vendor by the Mississippi Department of Finance and Administration?
  18. 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.

19. Please describe the approach the company will take to deliver the required services as described in Section 5 of the IFB.
20. Please indicate if the Vendor intends to exceed minimal standards and describe how it will do so.
21. 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.
22. 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 H**.
23. 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**

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

24. Describe offeror's current and proposed facilities, supplies and material, equipment, machinery that will be used to complete the plan.
25. Please respond to each component of Section 5 of this IFB which will indicate how the vendor plans to complete the Scope of Services.
26. The Vendor is requested to describe how it will monitor the contract to ensure that requirements of the contract are complied with.

#### **REFERENCES**

27. List three references for which you provide correctional Youthful Offender Monitoring services. Provide a full address, contact person, title, email address and telephone number for each reference. Use the *Youthful Offender Monitoring Services Reference* form included in **Exhibit F**.

#### **PROPOSED FEES**

28. Complete **Exhibit E**. The Bid Form will be read aloud at the bid opening.





**Exhibit F**  
**Correctional References**  
**IFB NO. 16-002**

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Provide three (3) references for which your company has provided in the past or currently provides youthful offender unit monitoring 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 Inmates Served: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

2. Corrections Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Inmates Served: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

3. Corrections Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

Number of Inmates Served: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Exhibit F-1  
Correctional References Score Sheet  
IFB NO. 16-002**

**The references will be scored by MDOC Staff Only:**

Type of Service/Product: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Reference Name: \_\_\_\_\_

Spoke to: \_\_\_\_\_

Score: \_\_\_\_\_

QUESTION	RESPONSES/COMMENTS
<ul style="list-style-type: none"> <li>• Is this vendor currently providing services, or have they provided services for your agency in the past?                             <ul style="list-style-type: none"> <li>• Yes = 1 pts</li> <li>• No = 0 pts</li> <li>• N/A = 0 pts</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• If you had any problems with the vendor, were the problems resolved in an accepted time frame?                             <ul style="list-style-type: none"> <li>• Yes = 1 pts</li> <li>• No = 0 pts</li> <li>• N/A = 1 pts</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• How would you rate their performance on a scale of 1 - 5?                             <ul style="list-style-type: none"> <li>• 1 = Not Pleased = 0 pts</li> <li>• 2 = Satisfactory = 1 pts</li> <li>• 3 = Good = 2 pts</li> <li>• 4 = Very Good = 3 pts</li> <li>• 5 = Excellent = 4 pts</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• Would you be willing to renew the contract, or contract with this vendor again?                             <ul style="list-style-type: none"> <li>• Yes = 2 pts</li> <li>• No = 0 pts</li> <li>• N/A = 0 pts</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• Overall, would you recommend this vendor to someone else?                             <ul style="list-style-type: none"> <li>• Yes = 2 pts</li> <li>• No = 0 pts</li> <li>• N/A = 0 pts</li> </ul> </li> </ul>	

THANK YOU FOR YOUR TIME. Please email the completed form to [SEdwards@mdoc.state.ms.us](mailto:SEdwards@mdoc.state.ms.us).

Mississippi Department of Corrections, 16-002

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: \_\_\_\_\_

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**Exhibit G**  
**Correctional Youthful Offender Unit Monitoring Services Experience**  
**IFB NO. 16-002**

MDOC wants to understand the full array of correctional youthful offender monitoring services the Vendor has provided. Please list all clients for which you have provided Correctional Youth Offender Unit Monitoring Services. The list of clients shall include federal, state, county and other government agencies as well as contracts with private corrections organizations.

<b>Client/Government Agency</b>	<b>Contract Dates</b>	<b>Array of Services</b>	<b># Inmates</b>

**Exhibit H**  
**Resumes of Key Staff**  
**IFB NO. 16-002**

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**Exhibit I**  
**Subcontractors**  
**IFB NO. 16-002**

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List all subcontractors the Vendor intends to use to fulfill the obligations and expectations of providing youthful offender monitoring services to 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 J**

**Threshold Agreement by Vendor  
IFB NO. 16-002**

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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 K**

**CERTIFICATIONS**

**IFB 16-002**

**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 L**  
**W-9**  
**IFB NO. 16-002**

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**Exhibit M**  
**Most Recent Two Years of Certified Financial Statements**  
**IFB NO. 16-002**

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