



STATE OF MISSISSIPPI
Department of Corrections
BURL CAIN
COMMISSIONER

Invitation for Bids for Employee Assistance Program With Mobile Tool

RFx# 3160008302
Issued: October 9, 2026

Bids Due: November 13, 2026

Contact Information for this IFB:
Victoria James
301 North Lamar Street
Jackson, Mississippi 39201
Procurement@mdoc.state.ms.us
mdoc.ms.gov

SECTION 1. Contents

Section 1. Introduction	4
1.1 Agency Background.....	4
1.2 Purpose of Solicitation.....	4
1.3 Contacting MDOC During the Procurement Process	4
1.4 General Requirements for Participation in the Procurement Process	4
Section 2. Scope of Work.....	5
2.1 Offer Confidential Counseling and Support.....	5
2.2 Telephonic Consultation Services.....	5
2.3 Work-Life Resources	6
2.4 Crisis Intervention and Critical Incident Response.....	7
2.5 Statistical Reports	7
2.6 Technology & Accessibility Requirements.....	7
2.7 Types of Referrals.....	7
2.8 Modification in Accordance with a Change in Law	8
Section 3. Contract Requirements.....	8
3.1 Type of Contract	8
3.2 Contract Terms	8
3.3 Period of Performance.....	8
3.4 Insurance, Bonds, and Other Security Requirements.....	9
3.5 Contract Controversies	9
3.6 Contract Terms Required by the <i>PPRB OPSCR Rules and Regulations</i>	9
Section 4. Procurement Process.....	12
4.1 Important Dates in the Procurement Process	12
4.2 Questions of Potential Bidders.....	12
4.3 Amendments to the IFB	13
4.4 Acknowledgement of Amendments	13
4.5 Bid Submission Deadline.....	13
4.6 Bid Evaluation.....	13
4.7 Lowest Price	15
4.8 Minor Informalities and Irregularities	15
4.9 Contract Award	15

4.10 Right to Reject Bids and/or Cancel Procurement.....	15
4.11 Reconsideration of the Terms of the Solicitation.....	15
Section 5. Bid Submission Requirements	15
5.1 Submission Format	15
5.2 Bid Contents	16
5.3 Public Copy of the Bid.....	16
5.4 Bidder Obligations.....	16
Appendices.....	18
Appendix A: Contract Terms and Conditions	19
Appendix B: Bid Form	22
Appendix C: References	24
Appendix D: Certifications and Assurances	25
Appendix E: Acknowledgement of IFB Amendments.....	26
Appendix F: Submission of Public Copy of Bid.....	27

Section 1. Introduction

1.1 Agency Background

The Mississippi Department of Corrections (MDOC) is responsible for the administration and operation of correctional facilities within the State of Mississippi.

1.2 Purpose of Solicitation

The Mississippi Department of Corrections (MDOC) is requesting Bidders to submit bids for an Employee Assistance Program With Mobile Tool to assist MDOC employees and their immediate families with short-term counseling, consultations, education, confidential assessment, and referral for individuals who may need assistance with crisis intervention, stress management, grief/bereavement, substance abuse, depression, anxiety, marital/family conflict, divorce, and relationship issues. MDOC employs roughly 2000 employees located throughout the state.

1.3 Contacting MDOC During the Procurement Process

Unless instructed otherwise, any Bidder or potential Bidder seeking to communicate with MDOC about this IFB shall do so in writing by contacting:

MDOC Procurement
procurement@mdoc.state.ms.us
Attn: RFx# 3160008302

1.4 General Requirements for Participation in the Procurement Process

1.4.1 Procurement Regulations: This IFB shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's (DFA) website (www.dfa.ms.gov). Any Bidder responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

1.4.2 Good Faith and Ethics: All parties are required to act in good faith at all times during the processes governed by the *PPRB OPSCR Rules and Regulations* Section 1.4.1.

1.4.3 Anti-Competitive Practices Prohibited: Potential Bidders are prohibited from engaging in any practice which reduces or eliminates competition or restrains trade. Potential Bidders are specifically prohibited by federal and Mississippi law from collectively responding to a solicitation in a manner that controls directly or indirectly the price of the personal or professional service sought. Mississippi Code Annotated § 75-21-15. By submitting a bid, a Bidder certifies that the price submitted was independently arrived at without collusion.

1.4.4 Conditional Bids Prohibited: Any bid conditioned upon receiving award of the contract resulting from this IFB and another contract in Mississippi is not eligible for award.

1.4.5 Contract Rights: Contract rights do not vest in any party until a contract is legally executed. MDOC is under no obligation to award a contract following issuance of this solicitation.

1.4.6 Property Rights: Property rights do not inure to any Bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. MDOC is under no obligation to award a contract and may terminate a legally executed contract at any time.

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

Section 2. Scope of Work

2.1 Offer Confidential Counseling and Support

- a. Provide assessment, short-term solution focused counseling, confidential counseling, and referral services (face-to-face, telephonic, virtual).
- b. Provide a twenty-four (24) hour centralized toll-free line or secure online portal available statewide for all agency employees.
- c. Provide manager consultation sessions to address workplace concerns.
- d. Deliver stress management and resilience training and/or coaching sessions for employees.
- e. Routine appointments shall be available within seven (7) to ten (10) business days.
- f. Follow HIPAA compliant practices.

2.2 Telephonic Consultation Services

The successful Bidder shall provide a statewide Employee Assistance Program (EAP) telephone and online access system that provides Department employees and eligible family members with timely access to qualified behavioral health professionals and appropriate resources. At a minimum, the successful Bidder shall:

- a. Provide a twenty-four (24) hour centralized, toll-free telephone line and a secure online portal available statewide to all Department employees and eligible family members
- b. Maintain sufficient qualified, licensed behavioral health professionals to provide telephonic consultations during normal business hours and crisis intervention twenty-four (24) hours per day, seven (7) days per week (24/7)
- c. Ensure telephone calls are answered by qualified personnel or routed through a clinically supervised crisis response system. Voicemail alone shall not constitute compliance.
- d. Provide immediate consultation to employees and eligible family members regarding behavioral health, personal, family, or other qualifying concerns.

- e. Provide assessment and referral specialists who can consult with employees by telephone, evaluate their needs, and provide appropriate resource referrals.
- f. Provide referrals to appropriate providers and community resources within the employee's commuting distance, when available and appropriate.
- g. Provide information regarding available EAP benefits;
- h. Provide consultation to supervisors and managers regarding employee performance concerns, when appropriate and consistent with applicable confidentiality requirements.
- i. Provide a Telecommunications Device for the Deaf (TDD) line or an equivalent accessible telecommunications service for Department employees who are deaf or hard of hearing.

2.3 Work-Life Resources

The successful Bidder shall maintain a secure, user-friendly online portal, accessible via the internet and mobile device, that provides self-service resources and educational materials. The portal shall include information and resources addressing, at a minimum:

- a. Stress management, depression and emotional well-being, chemical dependency and substance abuse, family and relationship concerns, child and adolescent behavioral issues, and general health and wellness.

The successful Bidder shall:

- b. Provide telephonic consultation for work-life issues during business hours
- c. Provide crisis intervention services twenty-four (24) hours per day, seven (7) days per week (24/7).
- d. Conduct periodic awareness and outreach campaigns designed to increase employee awareness and utilization of EAP and work-life services. Outreach may include, but shall not be limited to:
 - flyers, wellness webinars, intranet content, online portal content, and mobile application or mobile tool content.

The successful Bidder shall provide sufficient outreach materials and content to support ongoing employee awareness of available EAP services and provide materials for new employee orientation that explain the EAP services available to employees and eligible family members. Orientation materials shall include, at a minimum:

- e. Written informational materials,
- f. Support materials;
- g. Handouts; and
- h. Reproducible video content.
- i. The MDOC will review these materials prior to acceptance.

Supervisory Training:

- j. Provide written lesson plans, written support materials, handouts, and video(s), capable of being reproduced, for basic supervisory training consisting of the following:
 1. How to recognize signs of substance abuse or emotional problems;
 2. Techniques for encouraging employees to seek help;
 3. Ongoing orientation of EAP Services available; and
 4. How to make a referral.
 5. Upon request by MDOC, workshops shall be offered to particular groups,

- such as personnel directors or as a general workshop for employees.
6. Provide written material to include a minimum of informational brochures, mailers, and posters.

2.4 Crisis Intervention and Critical Incident Response

The successful Bidder shall provide:

- a. Critical incident stress management (CISM) as needed through face-to-face visits or virtual support scheduled by mutual agreement.
- b. 24/7 telephone crisis intervention.
- c. Emergency consultation must be held within 24 hours
- d. Referral to appropriate treatment facilities when necessary.
 1. Inpatient psychiatric treatment.
 2. Chemical dependency treatment.
 3. Medical providers.
 4. Insurance network providers.

2.5 Statistical Reports

The successful Bidder shall provide:

- a. Statistical reports without participant identity for management, such as aggregate utilization reports monthly or quarterly, and annually. Format to be determined after the Contract award.
 1. Provide quarterly usage reports and analytics to MDOC.
 - a) Number of employees served;
 - b) Types of services provided;
 - c) Utilization trends.
 2. Offer insights and recommendations based on data collected.
 3. Ensure data privacy and confidentiality in all reports.
- b. Compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations.
- c. Adherence to the Employee Assistance Professionals Association (EAPA) standards.
- d. Compliance with all relevant state and federal regulations.
- e. Ensure that unattended Participant files are locked at all times.

2.6 Technology & Accessibility Requirements

The successful Bidder shall provide:

- a. Multi-Channel Access: Web-based portal accessible via desktop and mobile browsers; Mobile application (iOS and Android) for on-the-go access; 24/7 access.
- b. Security & Compliance: HIPAA-compliant platform with encryption for data in transit and at rest; Secure authentication (e.g., multi-factor or equivalent).
- c. Accessibility Standards: Compliance with ADA, Section 508, and WCAG 2.1 AA guidelines; Features for screen readers, text resizing, and color contrast adjustments.
- d. User Experience: Intuitive navigation and self-service tools for scheduling, chat, and resource access; Push notifications and reminders for appointments and wellness tips.

2.7 Types of Referrals

The successful Bidder shall provide referrals for the following types of problems: situational,

emotional, marital, adolescent, financial, and other personal problems.

a. Self-Referral

1. Employees and/or Immediate Family Members voluntarily call the EAP directly to schedule an appointment or talk to a counselor about a particular concern. The EAP is designed to provide convenient, confidential counseling to address problems in early stages.

b. Recommended Referrals

2. A supervisor, co-worker, or peer may consider recommending the EAP to individuals who are struggling with a personal or work-related concern. In addition, supervisors may help to facilitate a recommended referral through one of the following options:
 - a) Provide an EAP brochure and encourage the employee to contact the EAP.
 - b) Offer to assist the employee in placing the initial call or requesting the employee's permission to schedule an appointment for them.

2.8 Modification in Accordance with a Change in Law

MDOC may require modifications to the scope of work described herein if any applicable law or regulation is amended during the life of the contract resulting from this IFB. Any pricing for such an amendment must reflect the competitive pricing submitted in the Bidder's bid. For additional information, see Section 14.8.2.1 of the *PPRB OPSCR Rules and Regulations*.

Section 3. Contract Requirements

3.1 Type of Contract

MDOC is seeking to contract with one or more vendors using a fixed-price service contract with reimbursable travel.

3.2 Contract Terms

The contract terms and conditions that the successful Bidder will be expected to execute are enclosed herewith as Appendix A. This IFB and all amendments issued hereto, if any, and the successful Bidder's bid shall also be incorporated into the contract.

3.3 Period of Performance

The estimated period of performance for any contract resulting from this IFB will be effective upon signatures by the authorized representatives of both the Bidder and MDOC. The Contract shall be for one year with two (2) optional two-year renewals.

Contractor shall be available to meet with the Department within ten (10) working days following the Contract award to discuss plans for implementation of the EAP. EAP implementation shall include, but may not be limited to, a review of orientation and training materials of Services which meet the needs of MDOC.

3.4 Insurance, Bonds, and Other Security Requirements

Selected Vendor represents that it will maintain workers' compensation insurance in compliance with Mississippi law which shall inure to the benefit of all its personnel provided hereunder, comprehensive general liability or professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence, and employee dishonesty insurance or fidelity bond insurance with minimum limits of one million dollars (\$1,000,000.00). All general liability, professional liability, and fidelity bond insurance will provide coverage to the MDOC as an additional insured. The MDOC reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

3.5 Contract Controversies

Any controversies arising under a contract subject to these rules and regulations shall be governed by the terms of the contract and relevant principles of contract law. See Section 1.4.11 of the *PPRB OPSCR Rules and Regulations*.

3.6 Contract Terms Required by the *PPRB OPSCR Rules and Regulations*

By submitting a bid in response to this IFB, the Bidder agrees to the following terms:

- a. **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 Mississippi.
- b. **Approval:** It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- c. **Availability of Funds:** It is expressly understood and agreed that the obligation of MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- d. **Compliance with Equal Opportunity in Employment Policy:** 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.

- e. **Compliance with Laws:** Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
- f. **E-Payment:** Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.
- g. **E-Verification:** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.
- h. The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.
- i. **Paymode:** Payments by MDOC using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- j. **Procurement Regulations:** This solicitation and any future contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any Bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

- k. **Representation Regarding Gratuities:** Bidder represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Bidder and potential Contractor further represents that no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Bidder and potential Contractor. Bidder and potential Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- l. **Required Public Records and Transparency:** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Bidder and potential Contractor acknowledges and agrees that the MDOC and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.
- m. **Stop Work Order:** The MDOC may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDOC. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDOC has terminated that part of the agreement or terminated the agreement in its entirety. The MDOC is not liable for payment for services which were not rendered due to the stop work order.
- n. **Termination:** Termination for Convenience. The MDOC may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDOC shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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

Section 4. Procurement Process

4.1 Important Dates in the Procurement Process

Date and Time	
October 9, 2026	IFB Issued
October 14, 2026	IFB Reconsideration Deadline
October 26, 2026	Submission Deadline for Written Questions
October 30, 2026	Response to Questions (Anticipated)
November 13, 2026, 3 PM CST	Submission Deadline for Bids
November 20, 2026	Notice of Intent to Award Issued (Anticipated)
November 25, 2026, 5 PM CST	Debrief Request Deadline
November 25, 2026, 5 PM CST	Intent to Award Reconsideration Deadline
January 6, 2026	PPRB Approval Date (Anticipated)
January 15, 2026	Contract Start Date (Anticipated)

Adjustments to the schedule may be made as deemed necessary by MDOC. Dates identified as “anticipated” may be adjusted without issuance of an amendment to this IFB or other notice to Bidders.

4.2 Questions of Potential Bidders

Any potential Bidder seeking clarification on the requirements of this IFB may submit written questions to procurement@mdoc.state.ms.us on or before October 26, 2026. MDOC will issue an amendment to this IFB listing each question submitted and its corresponding answer.

4.3 Amendments to the IFB

Amendments to this IFB will be identified as such and posted publicly on the MDOC Procurement webpage.

The MDOC website can be accessed at mdoc.ms.gov.

The Buying and Selling to Government in Mississippi website at:

https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=true.

Any potential Bidder may request that amendments to this IFB be provided directly to a specified email address by submitting a request for such to procurement@mdoc.state.ms.us. Each request must state, with specificity, the desire to have amendments to the IFB emailed to the address provided by the potential Bidder. This request does not relieve potential Bidders of making sure a signed acknowledgment form of all amendments is submitted with their bid packet submission. See Section 4.5.1 – Acknowledgement of Amendments.

MDOC will not be bound by any verbal or written information that is not contained within this IFB unless formally included in a written amendment to this IFB.

4.4 Acknowledgement of Amendments

Bidders shall acknowledge receipt of any amendment to the IFB in writing by using the form in Appendix E. Each Bidder shall submit a written acknowledgement of every amendment to MDOC on or before the submission deadline. Failure to submit a written acknowledgement of every amendment with its bid may result in a Bidder being disqualified from consideration for contract award.

4.5 Bid Submission Deadline

Bidders shall submit bids in compliance with Section 5 no later than 3:00 PM CST on November 13, 2026. Bids which are submitted after this time may be disqualified from being considered for contract award. Bids shall be submitted to Victoria James, Chief Procurement Officer at 301 North Lamar Street, Jackson, MS 39201. The date and time each bid is received by MDOC will be stamped on the bid package and will be securely stored by MDOC until the submission deadline. Bidder bears all risk of delivery until the bid is marked as having been received by MDOC.

4.6 Bid Evaluation

Bids will be evaluated as described herein:

4.6.1 Responsiveness to the Request for Bids

Bids will be reviewed to determine whether they have been submitted in compliance with the requirements of this IFB. Bids which are not in compliance with the requirements of this IFB may be disqualified from consideration for contract award.

4.6.2 Required Minimum Qualifications

Responsive Bidders will be evaluated to determine whether the following minimum requirements are met:

- a. Bidder must have a minimum of three (3) years of experience providing Employee Assistance Program services to a public or private organization of the same or similar size.
- b. Legally authorized to conduct business in the State of Mississippi.
- c. Contractor must have the capability to provide statewide services, including face-to-face, telephonic, and virtual consultations.
- d. Maintain a twenty-four hour, seven (7) days per week crisis intervention telephone line.
- e. Ability to provide statewide services to MDOC employees and immediate family.
- f. Required Certification, Accreditation or Licenses
- g. Bidder must have the necessary license(s) required to perform the services and maintain a current and valid license(s) throughout completion of the required services.
- h. Notarized copies of licenses shall be provided to MDOC within twenty-four (24) hours of the request.
- i. Contractor must employ licensed clinical staff qualified to provide Employee Assistance Services.
- j. Maintain all insurance requirements.
- k. Comply with all applicable federal and state laws and MDOC policies and procedures.

Bidder must provide a list of all professional counselors proposed to support MDOC, including their titles and relevant certifications. The number of counselors proposed should be sufficient to effectively meet the MDOC's needs. At a minimum, each professional counselor must possess a bachelor's degree and 3-4 years of relevant experience. Failure to provide this information may result in bid disqualification.

At least one of the following recommended licenses is required for professional counselors:

Licensed Clinical Social Worker (LCSW)
 Licensed Clinical Social Worker – Supervisor (LCSW-S)
 Licensed Professional Counselor (LPC)
 Licensed Professional Counselor – Supervisor (LPC-S)
 Licensed Marriage and Family Counselor (LMFT)
 Licensed Marriage and Family Counselor – Supervisor (LMFT-S)
 Independently Licensed Clinical Psychologist (PsyD, PhD)

4.6.3 Insurance

The Bidder shall ensure that the professional staff and other decision-making staff shall be required to have professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this Solicitation.

The Bidder will be required to have general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this

Solicitation. Certificate of Insurance must be provided upon request and before issuance of a contract. Refusal to provide proof of insurance may be deemed a breach

Any Bidder who does not meet each of these requirements may be disqualified from consideration for contract award.

4.7 Lowest Price

The contract shall be awarded to the responsive and responsible Bidders who submitted the lowest bid price.

4.8 Minor Informalities and Irregularities

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 of the services being procured and if doing so does not create an unfair advantage for any Bidder. If insufficient information is submitted by a Bidder for MDOC to properly evaluate the offer, MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Bidder.

4.9 Contract Award

Following evaluation, MDOC will issue a Notice of Intent to Award and post a public copy of the Agency Procurement File as required by Section 6.9 of the *PPRB OPSCR Rules and Regulations*. Any contract resulting from this IFB requires approval by PPRB prior to execution of the contract.

4.10 Right to Reject Bids and/or Cancel Procurement

Pursuant to Section 6.10 of the *PPRB OPSCR Rules and Regulations* and at the sole discretion of MDOC, any bid submitted in response to this IFB may be rejected in whole or in part, or the solicitation process described herein may be cancelled in its entirety, when it is determined to be in the best interest of MDOC.

4.11 Reconsideration of the Terms of the Solicitation

Any potential Bidder has the opportunity to request reconsideration of the terms of the solicitation as allowed by and in compliance with Section 5.2.4 of the *PPRB OPSCR Rules and Regulations*. Any such request shall be submitted to procurement@mdoc.state.ms, Subject: Solicitation Reconsideration. The potential Bidder submitting the request bears all risk of delivery.

Section 5. Bid Submission Requirements

5.1 Submission Format

Before the submission deadline, November 13, 2026, at 3 PM CST, bids shall be submitted by postal service or physical delivery to:

MDOC Office of Procurement and Contracts

Attn: Victoria James (RFx# 3160008302)

301 N Lamar St

Jackson, MS 39201

5.2 Bid Contents

Each bid submitted shall contain the following:

- Appendix B - Cover Sheet & Quote Form
- Copy of a valid Licenses for Social Worker(s), Professional Counselor(s), Marriage and Family Counselor(s), or Clinical Psychologist.

Bidders must certify that they are registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State. If not already registered, the selected bidder will need to do so within seven (7) business days of being notified by MDOC that they have been selected for a contract.

MDOC will not accept multiple or alternate bids from any Bidder.

5.3 Public Copy of the Bid

In addition to the complete unredacted version of its bid, each Bidder shall also submit a public copy of the bid in which the information the Bidder deems confidential commercial and financial information and/or trade secrets is redacted in black. See Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and 79-23-1.

A Bidder who is found by MDOC or the PPRB to have made redactions in bad faith in order to prohibit public access to the portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 may be subject to exclusion pursuant to Chapter 6 of the *PPRB OPSCR Rules and Regulations*.

At the sole discretion of MDOC and without notice to the Bidder, the public copy may be released exactly as submitted as a public record. If any Bidder does not submit a redacted copy of its bid, MDOC will consider the complete unredacted bid to be the public copy.

Bidders shall complete and submit the form enclosed as Appendix F regarding submission of a public copy of the bid. Failure to do so may result in the bid being disqualified from consideration for contract award.

5.4 Bidder Obligations

5.4.1 Investigations

Before submitting a bid, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract resulting from this IFB and to verify all representations made by MDOC upon which the Bidder will rely. Failure to have made such investigations shall not relieve the successful Bidder from the obligation to comply with every detail of the IFB, its bid, and/or the contract resulting from this IFB, nor will such failure to investigate be accepted as the basis for a claim for additional compensation.

5.4.2 Certifications and Assurances

Every Bidder shall make the certifications listed in Appendix D by executing and returning

Appendix D with its bid. Failure to do so may result in a Bidder being disqualified from consideration for contract award.

INTENTIONALLY LEFT BLANK

Appendices

The following appendices are included with this IFB and are incorporated into the IFB as if fully stated in the body of the IFB.

- Appendix A: Contract Terms and Conditions
- Appendix B: Bid Form
- Appendix C: References
- Appendix D: Certifications and Assurances
- Appendix E: Acknowledgement of IFB Amendments
- Appendix F: Submission of Public Copy of Bid

INTENTIONALLY LEFT BLANK

Appendix A: Contract Terms and Conditions

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 Mississippi.

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

Availability of Funds: It is expressly understood and agreed that the obligation of MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Compliance with Equal Opportunity in Employment Policy: 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.

Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi “Timely Payments for Purchases by Public Bodies” laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

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

Property Rights: Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDOC may terminate this contract at any time for its own convenience.

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

Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Bidder acknowledges and agrees that the MDOC and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

Stop Work Order: The MDOC may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the MDOC. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDOC. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDOC has terminated that part of the agreement or terminated the agreement in its entirety. The MDOC is not liable for payment for services which were not rendered due to the stop work order.

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

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

Contractor's Representation Regarding Contingent Fees: By executing the contract, the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the MDOC prior to contract execution.

Appendix B: Bid Form

EMPLOYEE ASSISTANCE PROGRAM WITH MOBILE TOOL COVER SHEET & QUOTE FORM

Provide the following information regarding the person responsible for the completion of your quote. This individual should also serve as the designated point of contact for MDOC regarding any questions or requests for clarification.

Names _____	Phone # _____
Address _____	Fax # _____
_____	E-mail _____

Subject to acceptance by MDOC, the Bidder acknowledges that by submitting a quote and signing in the space indicated below, it agrees to be contractually bound by all terms, conditions, and requirements set forth in this Invitation for Bid (IFB), and further agrees that no exceptions to such terms and conditions will be permitted during any subsequent contract negotiations. The Bidder further certifies that they have the authority to bind the entity or individual represented and that the entity or individual is in good standing and duly authorized to perform the services described in this IFB.

_____ / _____
Signature Date

Name (typed or printed)	_____
Position Title	_____
Company Name	_____
Physical Address	_____

State of Incorporation	_____

The quoted pricing shall be inclusive of the following:

1. All required equipment/material;
2. All required insurance;
3. All required profit;
4. All required vehicles;
5. All required business and professional certifications, licenses, permits, or fees; and
6. Any and all other costs.

INTENTIONALLY LEFT BLANK

Estimated Employees: 2000

	Yearly Rate per Employee	Total Base Period Cost
Basic EAP Services – Required Services	\$_____	\$_____
Face-to-Face Assessment/Referral	\$_____	\$_____
Supervisory Training and Workshop	\$_____	\$_____
Follow-Up and Department Support	\$_____	\$_____
Requested Workshops	\$_____ per workshop	

Appendix C: References

Client Name	
Contact Name and Title	
Client Address	
Client Telephone Number	
Contact Email Address	
Type of work provided to the Client	
Contract effective dates for the time period(s) services were provided to the Client	

Client Name	
Contact Name and Title	
Client Address	
Client Telephone Number	
Contact Email Address	
Type of work provided to the Client	
Contract effective dates for the time period(s) services were provided to the Client	

Client Name	
Contact Name and Title	
Client Address	
Client Telephone Number	
Contact Email Address	
Type of work provided to the Client	
Contract effective dates for the time period(s) services were provided to the Client	

Bidder is permitted to make additional copies of this reference sheet.

Appendix D: Certifications and Assurances

Bidder makes the following certifications and assurances regarding its bid submitted in response to RFx# 3160008090. Bidder understands that the truthfulness of the assertions herein and continued compliance with such assertions are conditions precedent to any contract award resulting from this IFB and continuation of any such contract throughout the entire life of that contract.

1. The Bidder has thoroughly read and understands the IFB requirements.
2. Bidder meets all requirements and acknowledges all certifications in the IFB.
3. Bidder has the capacity and is willing to provide all services required by the IFB.
4. Bidder is not currently, nor is Bidder acting as an agent for any person or entity who is debarred or excluded from contract award by a federal, state, or local political entity in any jurisdiction.
5. Bidder is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, Bidder will register within seven (7) business days of being notified by MDOC that it has been selected for contract award. Sole proprietors are not required to register with the Mississippi Secretary of State.
6. Bidder certifies that the price submitted in response to this IFB has been arrived at independently and without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
7. Bidder represents that it has not retained any person or entity on a percentage, commission, or other contingent arrangement to secure this contract, or if the Bidder cannot make such a representation, the Bidder has submitted a full and complete explanation in writing with the Bidder's bid.
8. Bidder represents that: (1) it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to this IFB and the resulting contract; (2) no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; (3) any such action by an employee or former employee in the future, if any, will be rejected by Bidder; and (4) Bidder is in compliance with the *Ethics in Government* laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121 and has not solicited any employee/former employee to act in violation of said law.

SO CERTIFIED on the date indicated below:

Bidder: _____

Signatory Name: _____

Signatory Title: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may result in Bidder being disqualified from consideration for contract award.

Appendix E: Acknowledgement of IFB Amendments

On or before the bid submission deadline, Bidders shall acknowledge receipt of any amendment to the IFB in writing by using this form. Failure to submit a written acknowledgement of every amendment with the bid may result in a Bidder being disqualified from consideration for contract award.

SAMPLE

AMENDMENT #

RFx# 3160008302

Invitation for Bids – Employee Assistance Program with Mobile Tool

IFB Issue Date: October 9, 2026

All Prospective Bidders:

The Mississippi Department of Corrections is issuing an amendment to RFx# 3160008302, Invitation for Employee Assistance Program With Mobile Tool, dated October 9, 2026. Amendment # revises (Amended Section).

Section 4.3 of the IFB requires the Bidder to acknowledge receipt of any amendment to this solicitation by signing and returning the acknowledgment form with the Bidder's response packet.

Acknowledge Receipt of Amendment #

Receipt for Amendment #: _____
Signature

Printed Name

Date

Company Name

Title

Appendix F: Submission of Public Copy of Bid

Bidder shall acknowledge which of the following statements is applicable regarding release of its bid as a public record. A Bidder may be disqualified from consideration for contract award if the Bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

- _____ Along with a complete copy of its bid, Bidder **(HAS OR HAS NOT)** submitted a second copy of the bid in which all information Bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the *PPRB OPSCR Rules and Regulations* if MDOC or PPRB determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that MDOC may release the redacted copy of the bid at any time as a public record without further notice to Bidder. *A Bidder who selects this option but fails to submit a redacted copy of its bid may be disqualified from consideration for contract award.*
- _____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by MDOC at any time without notice to Bidder. The bid contains no information Bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). *A Bidder who selects this option but submits a redacted copy of its bid may be disqualified from consideration for contract award.*

SO ACKNOWLEDGED AND AGREED on the date indicated below:

Bidder: _____

Signatory Name: _____

Signatory Title: _____

Signature: _____ Date: _____

Modifications or additions to any portion of this document may result in Bidder being disqualified from consideration for contract award.