



Burl Cain
Commissioner

REQUEST FOR PROPOSALS

RFx No: 3140003086

COMBINED SERVICES FOR CANTEEN, INMATE BANKING AND CALL CENTER COMMUNICATIONS

Issue Date: Tuesday, December 13, 2022

Proposals Due: Friday, February 24, 2023 by 2:00 p.m. CST

Contact Information:
Mississippi Department of Corrections
301 North Lamar Street
Jackson, Mississippi 39201
Contact Person: Christopher Statham
Procurement@mdoc.state.ms.us
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SECTION 2 – DEFINITIONS

The Mississippi Department of Corrections (MDOC) has made every effort to make this Request for Proposals (RFP) easy to understand. This section provides terms that are used throughout this document.

- 2.1 Agency – means the Mississippi Department of Corrections.
- 2.2. Banking Services – means the provision of banking services for inmates in any relevant Facility, including securing, maintaining and provision of requested inmate funds in a manner consistent with all applicable state and federal rules and regulations. Banking services will also include restitution services to facilitate inmate payment of restitution relative to offenses or other legally recognized debts.
- 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.
- 2.5 CMCF - means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.6 Canteen Services - means the manufacturing, storage, and delivery of goods, by way of a third-party vendor, to inmates of the MDOC (alternate reference Commissary Services).
- 2.7 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.8 Contractor - means any person having a contract with a governmental body, including quasi-governmental entities.
- 2.9 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.
- 2.10 Correctional Facilities - means the five (5) state run facilities (MSP, CMCF, WGCF, MCCF and SMCI), the two privately operated facilities (EMCF and WCCF) and any other facility operated by MDOC.
- 2.11 Currency – means cash, checks, money orders, stimulus payments, and/or refunds.
- 2.12 CWC - means Community Work Center.
- 2.13 DCF – means Delta Correctional Facility located in Greenwood, Leflore County, Mississippi.
- 2.14 Data - means recorded information, regardless of form or characteristic.
- 2.15 Day - means calendar day, unless otherwise specified.
- 2.16 Delivery and Storage. It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing of canteen products.
- 2.17 Department - means the Mississippi Department of Corrections.
- 2.18 Designee - means a duly authorized representative of a person holding a superior position.
- 2.19 EMCF - means East Mississippi Correctional Facility located in Meridian, Lauderdale County, Mississippi.

- 2.20 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.21 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.
- 2.22 Inmate Information System - means the software utilized to facilitate inmate services, such as OffenderTrak or other similar systems.
- 2.23 MAGIC - means Mississippi's Accountability System for Government Information and Collaboration.
- 2.24 MCCF - means Marshall County Correctional Facility located in Holly Springs, Mississippi.
- 2.25 May - denotes the permissive.
- 2.26 MDOC - means Mississippi Department of Corrections.
- 2.27 Offeror - means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.28 MSP - means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.29 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.
- 2.30 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.
- 2.31 Proposer - means the qualified service provider.
- 2.32 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.33 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, Miss. Code Annotated §§ 24-43-1 *et seq.* (1972, as amended), and as to banking services, any applicable federal rules or regulations relative to banking or finance.
- 2.34 RFP - means Request for Proposals.
- 2.35 Respondent - means an individual/business/entity that submits a proposal in response to this Request for Proposals.
- 2.36 RC – means Restitution Centers or pre-release centers.
- 2.37 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, including canteen services, inmate banking services and call center communications.
- 2.38 Shall - denotes the imperative.
- 2.39 SMCI - means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.

- 2.40 State - means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.
- 2.41 Subcontractor - For the purposes of the RFP, means any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.42 WCCF - means Wilkinson County Correctional Facility located in Woodville, Mississippi.
- 2.43 WGCF - means Walnut Grove Correctional Facility located in Walnut Grove, Leake County, Mississippi.

SECTION 3. NOTICE TO RESPONDENTS

3.1 Purpose

The Mississippi Department of Corrections (hereinafter "MDOC") is hereby requesting written proposals for Combined Services for Canteen, Inmate Banking and Call Center Communications as defined in this solicitation for the MDOC's inmate population located at the following locations: (6) state operated facilities: Mississippi State Penitentiary (MSP), Parchman, MS; Central Mississippi Correctional Facility (CMCF) and Youth Offender Unit ("YOU"), Pearl, MS; and South Mississippi Correctional Institute (SMCI), Leakesville, MS; Marshall County Correctional Facility (MCCF), Holly Springs, MS; Walnut Grove Correctional Facility (WGCF), Carthage, MS; Delta Correctional Facility (DCF) and (2) privately operated facilities: East Mississippi Correctional Facility (EMCF), Meridian MS; and Wilkinson County Correctional Facility (WCCF), Woodville, MS; (1) Restitution Centers (RC); (8) Community Work Centers (CWCs) and any other facility designated by MDOC. These locations will be referred to collectively as "Facilities" and individually as "Facility."

3.2 Submission of Proposals

3.2.1 Written proposals for Combined Services for Canteen, Inmate Banking and Call Center Communications will be accepted by the MDOC via MAGIC (Mississippi's Accountability System for Government Information and Collaboration) until **2:00 p.m. CST, on Friday, February 24, 2023.**

3.2.2 General Information

3.2.1 For consideration, vendors must submit written proposals via MAGIC or alternate method and proposals must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service.

3.2.2 The Single Point of Contact for the MDOC for RFx #3140003086 is Christopher Statham, Mississippi Department of Corrections, 301 North Lamar Street, Jackson, MS 39201, Telephone: 601-359-5600, Email: Procurement@mdoc.state.ms.us.

3.2.3 More general information concerning this RFP may be found in Section 4.

SECTION 4. GENERAL INFORMATION

- 4.1 Purpose of RFP
- 4.1.1 To solicit proposals from qualified vendors to provide combined services for Canteen, Inmate Banking and Call Center Communications. The MDOC desires to establish an agreement with one qualified vendor to provide offsite statewide canteen and inmate banking services along with call center communications that function relative to inmate location.
 - 4.1.2 The Offeror shall, upon request by the Commissioner of Corrections, setup a storefront within the facility offering goods for sale.
 - 4.1.3 The Offeror shall be responsible for the management of daily operations of the canteen services, inmate banking services, call center communications, inmate clubs and organizations banking services and accounting to include the following as seen below, starting with 4.1.4 and ending with 4.1.7.
 - 4.1.4 Canteen Services include, but are not limited to, purchasing, receiving, storage, and inventory of the vendor's goods and supplies; record keeping, accountability, and supervision of vendor employees, equipment, and supplies; and delivery of individual inmate orders to specified MDOC facilities on a weekly basis.
 - 4.1.5 In accordance with Miss. Code Annotated § 47-5-109 (See Exhibit A) MDOC is authorized to operate a facility or facilities to be known as inmate canteen facility or facilities, the purpose of which is to make available certain goods and other items of value for purchase by inmates. Any net profits, which may accrue from the operation of such a facility, and any interest earned thereon shall be deposited into the Inmate Welfare Fund.
 - 4.1.6 Inmate Banking Services include, but are not limited to, maintaining the ability to take deposits, issue withdrawals, interface with family and friends for the purpose of deposits or allowed withdrawals as allowed through informed consent of the inmate and must do so in a manner that facilitates documented record keeping, accountability, security and transparency commensurate with federal and state banking regulations. The inmate banking accounts shall be designed to prevent inmates, or their family or friends, from using said account as a mechanism to shield funds from tax liability or other financial liability that may be the responsibility of the inmate or his/her family or friends. These services shall work in conjunction with the Canteen Services. The inmate banking services must also include mechanisms and systems for the provision of restitution services wherein inmates can make restitution payments for legally recognized debts that are derived from their sentences or other requirements wherein they are required to pay restitution in some form.
 - 4.1.7 Call Center Communications include, but are not limited to, providing call center services for inmates housed in state operated and private facilities. Call Center Communication shall be maintain for the inmates within these facilities at all times. Vendor shall maintain 24-hour service to address any issues associated

with the provision of this functionality. A turnkey solution must be provided by the vendor complete with all necessary equipment including, but not limited to, software, hardware, workstations (if necessary), kiosks (if necessary). Vendor is responsible for maintaining all such equipment and support infrastructure.

4.2 Type of Proposed Contract

The proposed contract that would result from this RFP is considered an "indefinite quantity contract and net-of-fee" based on orders from MDOC inmates for canteen items that would have established unit prices or canteen services. The terms and payment conditions for the banking services will be the subject of potential negotiation but MDOC would like for those responding to this RFP to propose their preferred method of delivery of this service and the associated costs for provision of those services. Miss. Code Annotated § 47-5-109 (2015) allows for funds from the sale of canteen items to accrue to the Inmate Welfare Fund. Based on established unit prices for the canteen items, the proposed contract will also establish the commission that MDOC will receive from the sale of canteen items.

4.3 Inmate Banking Services

Inmate fund accounts are currently managed by a vendor working in conjunction with MDOC. It is the express intent of MDOC to further substantiate these services to work in conjunction with canteen services and to be flexible to changing payment receipt and issuance mechanisms.

4.4 Terms of Proposed Contract

4.4.1 Upon acceptance of a proposal by the MDOC, and receipt of a signed contract, the successful vendor shall be obligated to deliver the stated services in accordance with the specifications in Section 5 of this RFP. The contract shall begin on the date of execution of the contract in view of the requirements associated with state law and end on December 31, 20XX .

4.4.2 The contract may be renewed at the discretion of the MDOC upon written notice to Contractor at least one-hundred and eighty (180) 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).

4.4.3 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.

4.4.4 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.

4.4.5 The Required Letter of Intent to Submit a Proposal (Exhibit B) must be received no later than **2:00 p.m. CST on January 9, 2023**. Offeror's desiring a tour of the facilities should provide a letter stating the reason for the tour and the location to be tour. Offeror's must also provide the Release of Information form (Exhibit C – For Facility Tours Only). MDOC will make reasonable accommodation, as needed.

4.5 Questions/Written Clarification to Specifications

4.5.1 Offerors are cautioned that any statements made that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.

- 4.5.2 If any Offeror contemplating submitting a proposal under this solicitation who is in doubt as to the meaning of the specifications or anything in the RFP documents, the Offeror must submit questions and/or clarification to Christopher Statham, Mississippi Department of Corrections. All requests for clarifications and/or questions must be received by Christopher Statham at Procurement@mdoc.state.ms.us on or before **Monday, February 6, 2023 by 4:00 p.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 **Samples of Canteen Items**
All Offerors must submit 25 samples of top selling proposed canteen items to Christopher Statham, Mississippi Department of Corrections, 301 North Lamar Street, Jackson, MS 39201 no later than **Wednesday, February 22, 2023 at 4:00 p.m. CST.**
- 4.7 **Acknowledgement of Amendments to RFP/Specifications**
Offerors shall acknowledge receipt of any amendment to the RFP by signing, dating and returning the amendment with the proposal. Offeror must identify the amendment number and date on the form provided or by letter. The acknowledgment must be received by the MDOC via MAGIC or alternate method by the time and at the place specified for receipt of proposals.

4.8 Procurement Schedule

DATE	TIME	PROCUREMENT TASKS
Tuesday, December 13, 2022		Issue Date and 1 st Advertisement
Tuesday, December 20, 2022		2 nd Advertisement
Tuesday, December 27, 2022		3 rd Advertisement
Friday, January 9, 2023	2pm CST	Notice of Intent to Bid Form - Submission Deadline
Monday, February 6, 2023	4 p.m. CST	Deadline for Written Vendor Questions/Clarifications
Monday February 13, 2023		Anticipated Posting of Answers to Vendor's Written Questions/Clarification posted to MAGIC and MDOC website
Wednesday, February 22, 2023	4 p.m. CST	Deadline for Offerors to deliver samples of proposed Canteen items to MDOC Central Office.
Friday, February 24, 2023	2 p.m. CST	Deadline for Submission of Proposals via MAGIC or Delivery
February 27 – March 15, 2023		*Evaluation of Proposals If Evaluators request Best and Final Offer: Oral Presentations on Friday 03/17/2023
Friday, March 17, 2023		Anticipated Notice of Intent to Award a Contract to all Respondents
Thursday, March 23, 2023		Anticipated Post-Award Debriefing Request
March 24, 2023 or March 27, 2023		Anticipate Post-Award Debriefing Held
March 28, 2023		Deadline for Protest
Mar 29 – April 12, 2023		Anticipated Contract Negotiations and Discussions
Monday, April 17, 2023		Anticipated Notice of Contract Award

*MDOC reserves the right to request **Best and Final Offers (BAFO)** from the Three (3) best Offerors.

4.9 Deadline for Proposals

Written proposals are due and must be "released" in MAGIC or delivered via alternate method on, or before, Friday, February 24, 2023 at 2:00 p.m. The 25 samples of top selling proposed canteen items must be received before this deadline or the proposal may be rejected.

4.10 Rejection of Proposals

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

- 4.10.1 The proposal contains unauthorized amendments to the requirements of the RFP;
- 4.10.2 The proposal is conditional;
- 4.10.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- 4.10.4 The canteen sample items are received late;
- 4.10.5 The proposal is received late;
- 4.10.6 The proposal is not signed by an authorized representative of the Offeror;
- 4.10.7 The proposal contains false or misleading statements or references;
- 4.10.8 The proposal does not offer to provide all services required by the RFP; and
- 4.10.9 The proposal does not provide adequate inmate banking services that are demonstrably compliant with the requisite state and federal regulations, and that do not have requisite protections to prevent fraud, unlawful sheltering of funds and which cannot timely and adequately provide funding or account information to the inmate or to authorities authorized to review the account.

4.11 Informalities and Irregularities

- 4.11.1 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.
- 4.11.2 If insufficient information is submitted by an Offeror with the proposal, for the MDOC to properly evaluate the proposal, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.12 Errors or Omissions

- 4.12.1 The Offeror 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.
- 4.12.2 To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than ten (10) days before time for the proposal response is to be submitted.

4.13 Disposition of Proposals

All submitted proposals become the property of the State of Mississippi. In view of the Mississippi Public Records Act, if the Bidder desires to keep information that it feels is privileged or confidential from disclosure, said Bidder must submit a redacted copy of their proposal, along with an unredacted copy, and must affirmatively state the basis of the redaction and must support this basis with the correct legal citation. MDOC reserves the right to determine the efficacy of the support provided for redacted portions of submitted bids.

- 4.14 Competitive Negotiation
 - 4.14.1 The procurement method to be used is that of competitive negotiation from which MDOC is seeking the best combination of price, experience and quality of service. MDOC reserves the right to make this determination.
 - 4.14.2 Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The discussions, to every extent possible, will be memorialized in writing.
 - 4.14.3 Likewise, MDOC also reserves the right to accept any proposal 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. As such, MDOC is not bound in any manner to negotiate with any bidder and may make its selection based solely on the contents of the proposal submitted by the bidder.
- 4.15 Submission of RFP Does not Constitute Acceptance of Proposal
 - 4.15.1 The release of the Request for Proposal 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.
 - 4.15.2 MDOC reserves the right to accept, reject, or negotiate 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. If there are no proposals that are deemed sufficient, MDOC reserves the right to cancel this RFP. If the RFP, for any reason, is cancelled in view of inadequacy of proposals received, a new RFP will be released as soon as possible by MDOC.
- 4.16 Exceptions and Deviations
 - 4.16.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and 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.
 - 4.16.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.17 Non-Conforming Terms and Conditions
 - 4.17.1 A proposal that includes terms and conditions that do not conform to the terms and conditions in this Request for Proposal is subject to rejection as non-responsive.
 - 4.17.2 MDOC reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.
- 4.18 Proposal Acceptance Period

Proposals shall remain binding for ninety (90) calendar days after proposal due date. However, if for any reason, after submission of proposals, MDOC cancels this RFP and issues a new RFP, all submitted proposals shall be deemed void at the time when this RFP is cancelled.

4.19 Expenses Incurred in Preparing Proposals

MDOC accepts no responsibility for any expense incurred by the Offeror in developing, submitting, and/or presenting the proposal. Such expenses shall be borne exclusively by the Offeror. MDOC will not provide reimbursement for such costs. Furthermore, MDOC will not bear any bidder costs associated with other associated information providing engagements. Moreover, MDOC will not bear any bidder costs associated with a protest of the award or cancellation of the RFP.

4.20 Debarment

The Offeror shall certify that it is not currently debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

4.21 Certification of Independent Price Determination

The Offeror certifies that the prices submitted in response to the RFP 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 proposal, or the methods or factors used to calculate the prices proposed.

SECTION 5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

5.1 Location of MDOC Facilities

One contract will be awarded to one vendor to provide the services outlined in this RFP at the facilities below and any other MDOC operated facility.

5.1.1 MDOC State operated facilities:

1. Mississippi State Penitentiary (MSP), 590 Parchman Road 12, Parchman, MS 38738
2. Central Mississippi Correctional Facility (CMCF), 3794 Highway 468, Pearl, MS 39208
3. South Mississippi Correctional Institution (SMCI), 22689 Mississippi Highway 63, Leakesville, MS 39451
4. Walnut Grove Correctional Facility (WGCF), 1650 MS Highway 492, Walnut Grove, MS 39189
5. Marshall County Correctional Facility (MCCF), 833 West Street, Holly Springs, MS 38635
6. Delta Correctional Facility, 308 Hwy 7 North Rear, Greenwood, MS 38930

5.1.2 Community WorkCenters CWC):

7. Flowood Community Work Center, 1632 Highway 80 East, Flowood, MS 39323
8. Forrest County Community Work Center, 112 Alcorn Avenue, Hattiesburg, MS 39401
9. Madison County Community Work Center, 140 Corrections Drive, Madison, MS 39046

10. Noxubee County Community Work Center, 212 Industrial Park Road, Macon, MS 39341
11. Pike County Community Work Center, 2015 Jesse Hall Road, Magnolia, MS 39652
12. Quitman County Community Work Center, 201 Camp B Road, Lambert, MS 38643
13. Wilkinson County Community Work Center, 84 Prison Lane, Woodville, MS 39669
- 5.1.3 Privately operated facilities:
 14. East Mississippi Correctional Facility, 10641 Highway 80 West, Meridian, MS 39307
 15. Wilkinson County Correctional Facility, 2999 US Highway 61, Woodville, MS 39669
- 5.1.4 MDOC Restitution Centers (RC)**
 16. Flowood Restitution Center, 1632 Highway 80 East, Flowood, MS 39231

****Note: The Offeror may have to make periodic deliveries to the Restitution Centers for MDOC inmates that work at the centers.**

- 5.1.5 The Daily Inmate Population Report (Exhibit D) dated May 2, 2022 shows inmate population and capacity Offerors should be aware that the number of inmates changes regularly. For the sake of calculating expense, Offerors may use a total estimated inmate count of 13,200.
- 5.1.6 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. Must be registered and in good standing with the Mississippi Secretary of State.
 - 5.2.2 Must demonstrate experience providing all services within a correctional type setting in the past.
 - 5.2.3 Must have staff dedicated for the sole purpose of providing services as outlined herein.
 - 5.2.4 Offeror and all personnel assigned shall attend MDOC's required training and security verification, which consist of an NCIC background check, which must be passed to the satisfaction of MDOC before entering the grounds of any MDOC facility.
 - 5.2.4 Must identify any subcontractors that will be involved in the development, implementation, training, and operation of the three distinct services outlined in this RFP. Offeror's product suppliers are exempt from this requirement.
 - 5.2.5 Must provide a minimum of five (5) references from past or current clients, three (3) of which must be verified correctional canteen and inmate banking services.
 - 5.2.6 Must provide an independent verification of financial statements reflecting capability to sustain operations for the term of the proposed contract.

- 5.2.7 Must provide 25 product samples of top selling proposed canteen items to MDOC at no charge. Samples may be returned at the Offeror's expense, if applicable.
 - 5.2.8 Must have all services outlined in this RFP completely implemented and operational within 6 months from the contract date unless otherwise agreed to by the MDOC and as required by Miss. Code Annotated 47-5-109.1(4). This is a statutory 6 month period of transition.
 - 5.2.9 Must be in compliance with Miss. Code Annotated § 79-4-15.01 regarding authorization to transact business in Mississippi.
 - 5.2.10 Must demonstrate successful experience providing inmate banking services to the extent required by MDOC within a correctional type setting in the past.
 - 5.2.11 Must have the requisite certifications, designations and any other pertinent qualifications necessary to provide banking services.
 - 5.2.12 Must illustrate the ability to provide requisite security and accountability relative to inmate funds.
 - 5.2.13 Must be able to accept and process both digital and paper currency transfers, deposits and withdrawals.
 - 5.2.14 Though not required, provision of crypto-based or digital monetary services should be disclosed if this is currently or will be an offering in the future by the Offeror.
 - 5.2.15 Must maintain both a call center and web-based portal to accept monetary transfers into the inmate account from third parties, such as family or friends.
 - 5.2.16 The banking services must be able to accommodate supervisory transfers for payment of restitution or other financial obligations of the inmates.
 - 5.2.17 Must offer an inmate compensation model for work provided mechanism.
 - 5.2.18 Must disclose DUNS or identification number.
- 5.3 Scope of Services - The Canteen Operation currently sells personal hygiene goods, food and snack items, and other specialty items such as personal radios, televisions, clothing, etc. The Offeror will administer all aspects of the canteen operation, including, but not limited to:
- 5.3.1 The Offeror must meet the minimum vendor requirements in 5.2 above.
 - 5.3.2 Purchasing of Inventory.
The Offeror shall maintain sufficient inventory of canteen products at Offeror's warehouse facilities to reduce shortages and back orders to a minimum. It is preferred that the proposer provide information as to how it is currently addressing supply chain issues that are present in the current market and also provide a plan of action to address future issues with supply chain disruption.
 - 5.3.3 Technology Requirements
 1. The Offeror shall have an online canteen and banking system with the capable of interfacing with MDOC's current inmate management system (OffenderTrak). The Offeror must also have the technical capability to update interface with any changes to MDOC's inmate management system.
 2. The Offeror shall allow MDOC inmates to order via telephone or via kiosk at MDOC facilities with kiosk capability. The vendor must indicate in their proposal their process for accepting inmate orders and updating inmate accounts.

In addition, Offerors should indicate if there will be a separate charge for the inmates ordering via telephone.

3. The Offeror shall be able to send and receive text files including a validation file that will be used at point of sale to process inmate order requests and a canteen purchase transaction file that will include canteen purchase transactions that are to be deducted from inmate account balances. The Offeror's system must accommodate 5 - 6-digit inmate identification numbers that may be numeric or alphanumeric. Example of inmate identification numbers are: K1805, L1225, 66243, 156778.
4. The Offeror shall provide Sample Weekly Reports (Exhibit E) on the information required by MDOC.
5. The Offeror shall propose how they will communicate with the inmate concerning their order. For instance, changes in price, delay in delivery, unallowable purchase, insufficient funds, or any other issue causing the order not to be completed. For example: If the inmate's account will not cover the inmate's order, will the vendor process a partial order and how will the inmate know what to expect when their order arrives.

5.3.4 Canteen Services - Operating a warehouse, bagging, and distribution operation offsite

1. The Offeror shall receive MDOC canteen product shipments at the Offeror's warehouse facilities. Describe warehouse receiving process and procedures for the proposed contract.
2. The Offeror shall have necessary personnel to bag individual inmate orders in clear see-through plastic bags and other clear containers.
 - A. Describe required warehouse positions, screening, hiring, and firing protocols for persons involved in the day-to-day canteen operation.
 - B. Include a staffing plan specifically for the canteen operation which would include the number of required positions and the minimum rate of pay for each proposed position and indicate if the personnel are "to be hired."
3. Offerors shall describe the size of warehouse facility, description of operation and security measures in place in the warehouse where the MDOC canteen items will be stored and bagged. The location and transportation mechanisms shall also be described. If the Offeror is using a third-party transport, they must be authorized and allowed to enter correctional facilities. Offeror assumes liability associated with late delivery and/or failure to deliver, even if by a third-party.
4. Two copies of the order receipt shall be sealed within the bagged items: one for the institution/facility where the inmate is located, and one for the inmate. The receipt shall contain the following information:
 - A. Inmate name (First and Last)
 - B. Inmate location
 - C. Inmate I.D. number
 - D. Items, quantities ordered, item selling price
 - E. Total cost of transaction
 - F. An inmate signature line

5. Delivery hours at each facility will be set by the Warden/Superintendent and guaranteed by Offeror unless the Warden/Superintendent notifies the Offeror of any changes due to security requirements.
 6. Offeror should prepare a list of all items to be delivered, for each inmate, for each facility, and send the facility list to the warden, superintendent, and designated canteen employee of each facility at least two (2) business days before the delivery date. All items are subject to search prior to being issued to the inmates.
 7. Items should be packaged in sealable type containers to avoid bacteria. If the items are perishable in any way, then proper precautions shall be taken to assure that degradation, spoil and contamination does not occur. This shall be the case for items that need to remain at a certain prescribed, optimal temperature.
 8. Goods should be containerized so they can be easily removed from the vehicle transporting the items.
 9. The items themselves should be containerized in easily manageable boxes to avoid injury. Suggested maximum weight is 30 pounds.
 10. Hazardous materials should not be in the area or vehicles where the products are transported.
 11. Prior to transport to Correctional Facilities, vehicles should be treated for infestation and rodents. MDOC reserves the right to conduct random searches of vehicle entering and exiting facilities.
 12. Individuals making deliveries shall not be a security risk, as long as the required training and NCIC background check have been completed. Offeror assumes the liability associated with any damages that are a proximate result of the negligence or intentional criminal actions of the delivery personnel to Correctional Facilities.
- 5.3.5 Delivering canteen orders to all locations weekly in accordance with the facility schedule.
 - 5.3.6 Providing detailed canteen reports to MDOC monthly.
 - 5.3.7 Handling returned orders: for those inmates that were released or transferred, damaged goods and shortages (i.e., out of stock items).
 - 5.3.8 MDOC reserves the right to visit Offerors' site to review Offerors' warehouse operation.
 - 5.3.9 Offeror must provide information to MDOC that details whether their price for goods is a wholesale price or retail price.
 - 5.3.10 Offeror must verify the quality of goods. The goods to be provided to inmates in view of the contract that results from this RFP must be of sufficient quality that a reasonable person familiar with goods made available in similar setting would reasonably determine that said goods meets or exceeds the national standard. Offeror may be held legally responsible for sub-par quality goods that cause physical harm to inmates or persons that use the goods for their intended purpose.

5.3.11 Offeror must provide an opportunity for qualified inmates to supply labor in providing canteen services that will be compensated based upon an agreed upon hourly rate. The offeror will be responsible for time sheets, personnel records associated with work performed, weekly or monthly reporting on total inmate work scheduling and provision of services.

5.4 Inmate Banking Services

5.4.1 Offeror shall provide inmate banking services in a secure, professional manner that will allow inmates, or family/friends, to deposit funds into inmate accounts, allow the transfer of funds as authorized by the inmate, expenditure of funds, receipt of funds by third parties (such as stimulus money) and that provide full accounting for all transactions.

5.4.2 Receipt & Deposit of Money: Money may be received either through an established Post Office Box, to be administered by the Offeror, or via digital means that can accept direct deposit. The Offeror shall provide both mechanisms for receipt of money. Offeror must also maintain a secure web-portal for family or friends of inmates to make deposits into inmate accounts. Offeror must maintain a call center that is available every day and twenty-four hours per day for family or friends of the inmates to make deposits into inmate accounts.

5.4.3 Disbursements: The Offeror shall make available several mechanisms for disbursement or transfer of funds, including both cash disbursement and digital disbursement. Sales within the Inmate Canteen shall be in digital form and must be deducted from the Inmate Banking Account.

5.4.4 Inmate Account Reconciliation: An Accountant, independent of all of functions of inmate banking, shall perform inmate bank account reconciliation. Reconciliations will be performed monthly for all inmates using the monthly cash receipt and disbursement reports provided by the Commissary Accountant. The reconciliations, bank statements and monthly financial statements are to be submitted monthly to the MDOC Chief Financial Officer and the MDOC Deputy Commissioner of the Administration and Finance. These reconciliation procedures and the Offeror adherence to standards will also be critical when inmates are discharged or paroled from incarceration in the conveyance of money to the individual, or in the case of death of an inmate, to the appropriate heir(s).

5.4.5 Restitution Banking: Offeror shall explain their system(s) for the provision of restitution services. These services, at a minimum, must facilitate reliable transfer of inmate funds to pay restitution and must create and maintain a record of transfer that substantiates all disbursements, documents the individual or entity that received payment, reconciles the inmate account and tracks remaining restitution required of the inmates.

5.4.6 Other Contingencies for Canteen Services & Banking Services:

5.4.6.1 The Offeror shall be responsible for reporting to the Warden/Designee any person observed violating any laws or MDOC rules of conduct to security.

5.4.6.2 The Offeror shall provide appropriate task-related training, including equipment handling, operation, and safety, for all inmate workers.

- 5.4.6.3 The Offeror shall provide inmates with training on any task assigned to the inmate. Vendor shall document this training and provide documentation to the Warden or Designee. The vendor must evaluate inmate in writing, in accordance with MDOC's Policies and Procedures for each facility.
- 5.4.6.4 The Offeror must ensure that inmates will not operate computer equipment, service a sales window, or provide delivery services unless previously approved by MDOC staff. Any on-site deliveries must be made by Offeror's personnel. Offeror shall seek approval from Warden or Designee for inmates to perform any other functions assigned to vendor's personnel.
- 5.4.6.5 The Offeror must immediately report and release to the MDOC any information regarding performance and/or behavior, including but not limited to, violations of law, policy or procedure, work-place injury or accidents whether the accident directly impacted the inmate or other members at the work site or not, task and safety related concerns, or other information as may be related to personal or public safety issues.
- 5.4.6.6 Offeror will also report all hazardous conditions or equipment to the Warden or Designee as soon as practicable.
- 5.4.6.7 The Offeror must cooperate fully with the MDOC on any and all matters arising from activity with the inmate workers, involving criminal prosecution, civil liability, disciplinary action or other administrative proceedings, which includes, but is not limited to, preparation of reports, and providing testimony. The Offeror's personnel are required to be dressed in vendor provided, identifiable, serviceable uniforms appropriate for the duties they are performing and subject to MDOC approval. Vendor'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 institution/facility. Vendor's staff may be denied access to the facility for non-compliance of the requirements set forth above.
- 5.4.6.8 The Offeror will process all inmate banking transactions. The successful vendor must interface with the MDOC's inmate management system (OffenderTrak) in order to update inmate account information and report to the MDOC.
- 5.4.6.9 The Offeror must provide and maintain all software and hardware necessary to accomplish the canteen operations. The Offeror must provide 24/7/365 support for resolving hardware and software problems within 24 hours. Vendor shall coordinate and communicate with the MDOC facility assigned staff member.

5.4.6.10 The Offeror is responsible for assuring that sales do not exceed the balances and/or spending limits of the inmate's balance in the inmate account. No negative inmate account balances are permitted for canteen sales. The Offeror, having purview of the inmate banking services, shall assure that their system will not allow negative balances. It shall be the vendor's sole responsibility to prevent negative account balances in view of the duality of services provided under the resulting contract. Any negative balances that are not reconciled within a reasonable amount of time may be required to be made whole by the vendor.

5.4.6.11 The Offeror is responsible for distributing the canteen items to the different units, or to one central onsite distribution unit (depending on the facility) where designated MDOC personnel will sign for canteen items received.

5.5 Call Center Communication

Offeror shall propose a full spectrum call center communication program for all relevant correctional facilities. The proposed information shall reveal a turnkey solution to disclose function, software, hardware, durability, reliability, and any other relevant information. The offeror shall disclose their experience in delivering a call center solution with a proven track record of success. Offeror shall provide quarterly reports to MDOC of use, issues, and sustainability of function.

5.6 Site Visit

MDOC reserves the right to visit Offerors' facilities before a vendor is selected and/or before the proposed contract begins. Moreover, MDOC reserves the right to conduct site visits at any time during the contract period without notice.

5.7 Financial Statements

5.7.1 Offerors shall provide audited Financial Statements from the previous two (2) years certified by company owner(s) in the proposal package to the satisfaction of MDOC.

5.7.2 The Offeror shall supply the MDOC with an independent Certified Public Accountant's yearly compiled financial statements within six months of the end of the Offeror's fiscal year, and in accordance with generally accepted accounting principles.

5.8 Fee for Services

5.8.1 The Offeror will provide the scope of services at no expense to the MDOC and will charge the inmates the negotiated retail amounts.

5.8.2 Future Price Increases will be negotiated with the Offeror and approved by the Inmate Welfare Committee. Any price increases will be based on a manufacturer's change in wholesale pricing that is documented and made available to MDOC. Offerors may propose a different basis for future price increases on items to be sold to inmates in their proposal. Price changes for Inmate Banking Services can only take place yearly, on the contract anniversary. Any request to amend Inmate Banking Services pricing must be made no later than three (3) months prior to the date of anticipated amendment of the pricing schedule.

- 5.8.3 The Offerors shall complete the Canteen Items Bid Sheet (Exhibit F) in its entirety and submit with their proposal. Each page of the "Bid Sheet" will be signed by the authorizing person submitting this proposal. **Offerors shall download the Canteen Item Bid Sheet (Exhibit F) from MAGIC as an Excel Spreadsheet.**
- 5.8.4 The Offerors will propose their Inmate Banking Pricing within their proposal with a detailed explanation of the price for services rendered. A rate sheet or flat fee pricing is preferred, over time and materials pricing.
- 5.8.5 The Offerors will offer the MDOC a commission on all Canteen sales of this RFP.
- 5.9 Product Samples
 - 5.9.1 Offerors shall provide 25 product samples of top selling proposed canteen items at no charge to MDOC on or before **February 22, 2023**, for evaluation of quality. If an Offeror does not make arrangements for the return of product samples within 10 days after **February 22, 2023**, the MDOC may dispose of the product samples.
 - 5.9.2 Products listed on the Canteen Items Bid Sheet will be used to evaluate the pricing structure proposed by the vendor, even though the vendor may sell other products, as approved by the MDOC Inmate Welfare Committee.
 - 5.9.3 The Offeror may propose canteen products that are new to the market for the MDOC's review and approval. All items to be sold shall be approved by the MDOC Inmate Welfare Committee.
- 5.10 Responsibilities of Proposed Vendor for Canteen Services
 - 5.10.1 Delivery of approved Canteen items for six (6) state operated facilities, two (2) privately operated facilities, eight (8) CWCs presently operated by MDOC, one (1) Restitution Centers and any other MDOC operated facilities.
 - 5.10.2 Maintenance and oversight of vendor facilities, machinery, equipment, and delivery methods.
 - 5.10.3 The Offeror shall bear the expense of necessary repairs if they are caused by the negligence of the Offeror's employees. The MDOC shall be responsible for accomplishing the repairs. Once the repairs are completed the cost of the repairs will be billed to the Offeror.
 - 5.10.4 The Offeror shall provide canteen services at identified MDOC locations in compliance with applicable Federal and State laws, court orders, ACA Standards, and MDOC policies and procedures. If a difference exists between the above standard and/or laws, the higher standard will be followed. MDOC shall remove any person or persons employed by the Offeror that refuse to comply with the requirements. All onsite vendor staff must be trained and shall comply with all statutes and standards.
 - 5.10.5 Offeror personnel proposed to work in the MDOC facilities must complete MDOC staff orientation and facility training. Individuals employed by the vendor who will be performing services in the facility shall be required to undergo an initial orientation to the facility, which will not exceed forty (40) hours as required by MDOC for security access. In addition, all new employees and subcontractors including those who are in the facility less frequently will be required to complete an initial orientation. Annual refresher training is required. All Offeror employees are required to follow MDOC policy and procedure and may be denied entry for

any breach of such. Vendor shall be liable for the unlawful actions perpetrated by their personnel, if they knew or should have known, of any illegal activity and did not immediately take remedial measures, including, but not limited to, notification of appropriate MDOC personnel.

- 5.10.6 The proposed vendor will provide no special privileges to the inmates.
- 5.10.7 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.
- 5.10.8 Offeror must provide an opportunity for qualified inmates to supply labor in providing canteen services that will be compensated based upon an agreed upon hourly rate. The offeror will be responsible for time sheets, personnel records associated with work performed, weekly or monthly reporting on total inmate work scheduling and provision of services.
- 5.10.9 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.
- 5.10.10 Personnel. The proposed vendor shall provide professional personnel to deliver canteen orders to MDOC locations,
 - 5.10.10.1 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.
 - 5.10.10.2 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.
 - 5.10.10.3 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.
 - 5.10.10.4 Background Check. The proposed vendor shall cooperate with MDOC in conducting criminal checks on potential employees and its subcontractors.
- 5.11 Emergency/Disaster Plan and Drills
 - 5.11.1 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.
 - 5.11.2 The canteen disaster plan shall meet the approval of MDOC. The disaster plan shall be submitted to the Deputy Commissioner of Administration and Finance. All proposed vendor staff shall be trained in their roles within the context of the disaster plan.
 - 5.11.3 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 personnel.

5.12 Vendor Technology Requirements

MDOC requires that a data interface exist between MDOC and the Offeror. All electronic transmissions must take place to and from the Offeror's File Transfer Protocol (FTP) site. No direct access will be granted to the Offeror to the MDOC system.

5.13 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

5.13.1 Guidance to Offeror in MDOC policy and procedure.

5.13.2 Custody, Care, and Control of MDOC inmates, to the extent reasonably possible

5.13.3 Structural maintenance of MDOC facilities

5.13.4 Inmate labor under MDOC procedures for canteen tasks inside of the MDOC facilities. MDOC shall utilize inmate labor to the maximum degree possible to reduce cost to include maintaining a sanitary work area.

5.13.5 Security for proposed canteen staff delivering canteen goods, to the extent possible.

5.13.6 The MDOC reserves the right to determine which method of operation is implemented at each MDOC facility.

5.13.7 The MDOC shall have a designated employee at each facility that will sign for all deliveries.

5.13.8 Collection of agreed commission based on monthly sales by the 15th day of the following month.

5.14 MDOC Policy

It is the policy of the MDOC to provide canteen services to eligible inmates. The canteen operation is governed by the Inmate Welfare Committee that determines what items can be sold to inmates, approve the prices of the items, and set policies and procedures.

5.14.1 Certain Items are Prohibited

5.14.1.1 Caustic substances,

5.14.1.2 Toxic substances,

5.14.1.3 Metal items or containers, and/or

5.14.1.4 Glass items or containers.

All items and container will be made of plastic.

5.14.2 Inmate Identification

Inmates must show their valid MDOC identification card before receiving canteen items.

5.14.3 Cashless System

Canteens for all MDOC facilities and private prisons will operate on a cashless system. Inmate canteen workers will not be permitted to access or operate the inmate accounting system, operate computers, or handle money while working in the canteen.

5.15 Security

5.15.1 The Offeror shall be responsible for ensuring that all personnel comply with MDOC rules and regulations inside the facility.

- 5.15.2 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. Offeror personnel must display MDOC issued ID cards on their person at all times when inside MDOC facilities. All Offeror's personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
- 5.15.3 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 removed from security compound when not in use.
- 5.15.4 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 the Miss. Code Annotated § 47-5-193. 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 which assists the inmate to escape is a felony and will be prosecuted.
- 5.15.5 The Offeror's personnel may not deliver, receive, or otherwise transfer any item (no matter how innocuous) to or from an inmate (except for those items detailed as approved in the contract resulting from this RFP) without express written permission of the Warden/Superintendent or his designee.
- 5.15.6 The Offeror's personnel or representatives are limited to movement to, from and within their assigned area. No contact is allowed with inmates unless expressly approved.
- 5.15.7 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.
- 5.15.8 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.
- 5.15.9 All Offeror's personnel are required to be dressed appropriately for the duties they are performing in a uniform that is approved by the MDOC Deputy Commissioner of Institutions and that clearly identifies the person and their employer. 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.
- 5.15.10 Any mail or packages received at the facility will be searched prior to being delivered inside the security perimeter.
- 5.15.11 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 approved by the MDOC personnel.
- 5.15.12 All delivery drivers must have an NCIC Background Check and be cleared before entering any MDOC facility. Drivers may not bring onto the grounds of any Correctional Facility items considered contraband: firearms, sharpened instruments or knives, other objects capable of inflicting death, tools, explosives/ammunition, medication (prescription/non-prescription), illegal drugs,

electronic devices or parts, escape paraphernalia, staff clothing or uniform related items, cell phones except for driver's personal cell phone, cameras or any other items as mandated by Miss. Code Annotated § 47-5-193.

- 5.15.13 The Superintendent/Warden or designee has the authority to revoke a contract employee's security clearance as deemed necessary.
- 5.16 Grievance Procedures (Exhibit G)
 - 5.16.1 The MDOC Contracts Division will have primary responsibility to monitor and enforce the terms of an agreement with the Offeror. Please review the MDOC's Grievance Procedures (Exhibit G).
 - 5.16.2 In the event liquidated damages are assessed then the MDOC Deputy Commissioner of Administration and Finance and Special Assistant Attorney General will also become involved.
 - 5.16.2.1 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.
 - 5.16.2.2 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 PROPOSALS

- 6.1 General Instructions
 - 6.1.1 Offerors shall submit all information as requested in this RFP. All information must be clearly labeled and tabbed using the section titles and the order as presented below. Proposals shall use 12-point font, be single spaced and have 1-inch margins. Offerors should provide as much detail as possible for each item in Section 5 of this RFP. If you cannot provide the answer or information, please explain. Offeror may use graphics, charts, and call-out boxes as long as they are clearly marked, legible and appropriate to illustrate the overall plan of the Offeror.
 - 6.1.2 Offerors are required to submit a Submission Cover Sheet (Exhibit H) as the first page of their proposal.
 - 6.1.3 Offerors are required to state "agreed" or "will comply" for each requirement in Section 5. The Offeror should list the requirement, indicate "agreed" or "will comply" then explain their proposed plan for completing the requirement.

- 6.1.4 If Offeror has an exception, these must be stated under the required section in their proposal, and then restate the exceptions on the separate exception listing in Proposal Exception Summary Form (Exhibit I).

6.2 Proposals Shall Contain Minimum Information

- 6.2.1 Name of Offeror, location of Offeror's principal place of business, and, if different, the place of performance of the proposed contract.
- 6.2.2 The age of Offeror's business and the average number of employees over the past three (3) years, including the number of inmates utilized to perform these services.
- 6.2.3 Resumé listing abilities, qualifications and experience of key personnel who will be assigned to provide the required services.
- 6.2.4 Listing of contracts under which services were provided similar in scope, size, or discipline were performed or undertaken, including at least three (3) references for contracts awarded during the past three (3) years.
- 6.2.5 A plan giving as much detail as is practical explaining how the services will be performed.
- 6.2.6 Breakdown and estimate a price for all services. In so doing, the price for Call Center Communication Services, Canteen Services and Inmate Banking Services shall be provided separate from one another and as a package. The prices shall be clear, concise and shall be the best price the Offeror can offer in view of the RFP and services associated therewith.
- 6.2.7 Be registered with the Mississippi Secretary of State and be in good standing, if not already registered, Offeror agrees to register within seven (7) days of contract award.
- 6.2.8 A statement affirming the financial solvency of the business acknowledging the ability to conduct the scope of service without issue. If available, an audited financial statements with support documentation showing corrections to any deficiencies noted on report; and
- 6.2.9 A listing and brief description of all litigation matters in which the Offeror is currently involved that relate to the scope of services that is to be addressed in this RFP. Moreover, Offeror shall disclose any settlement of suits or litigation associated with the provision of services listed in this RFP in the last five (5) years. The Offeror is not required to disclose any amount of a settlement, only that a settlement was reached and what service was being performed.
- 6.2.10 State if any officers or principals and/or their immediate families are or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi and/or MDOC.
- 6.2.11 The vendor is required to describe how it will monitor the contract to ensure that requirements of the contract are complied with.

6.1 Demonstration of Competency

Proposals will only be considered from firms that are regularly engaged in the business of providing the services as described in this RFP. Offerors must be able to demonstrate a good record of performance for the three (3) previous years, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

6.2 Required Proposal Format and Content

6.2.1 The proposal narrative shall be detailed and organized in the same sequence as presented in this RFP. Each major section of the proposal shall be clearly identified.

1. Organizational capability.
2. Proposed plan for providing canteen services to include vendor warehouse, supplies, material, equipment, machinery, staffing, security, technology, timeliness and quality assurance.
3. Proposed plan for providing inmate banking services to include staffing, technology, security, equipment, quality assurance, timeliness, deposit, withdrawal, transfer, reconciliation and accountability;
4. References;
5. Proposed fees; and
6. Exhibits

6.2.2 Proposed Plan for Providing Canteen Services

1. The Offeror should use this section to describe the approach it will take to deliver the required services as described in Section 5 of the RFP for Canteen Services. If the Vendor intends to exceed minimal standards, it should describe how it would do so.
2. The plan should first address operating the off-site warehousing and bagging operation using Offeror employees.
3. Proposed Staffing Plan (Off-Site and On-Site). 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. The budget narrative shall provide the narrative justification for the staffing plan. Resumes are required for key personnel assigned to the contract. Include Resumes of all Key Personnel (Exhibit K). Use the following chart below as a sample-staffing plan. If staff have to be hired, please list the title instead of the name.

6.2.3 Proposed Plan for Providing Inmate Banking Services

1. The Offeror should use this section to describe the approach it will take to deliver the required services as described in Section 5 of the RFP for Inmate Banking Services. If the Offeror intends to exceed the minimum standards it should describe how it will do so.
2. The Proposed Plan should include not only what is offered, but real-world proof of concept examples of the plan that are currently in use in other Correctional Facilities. If components of the proposed plan are not currently in use, the Offeror should affirmatively state which components of the plan are currently in use and which part of the proposed plan are theoretical, at the moment. If any components of the proposed plan are not currently in practice at a Correctional Facility, then the proposed plan should discuss how these theoretical components will be integrated and why they are needed or will be successful.
3. Due to the restrictions and regulations associated with the provision of banking services, the Offeror shall also briefly describe how the proposed practices meet

minimum standards associated with provision of such services in view of applicable law and regulation.

6.2.4 Proposed Plan of Call Center Communications

1. Offeror shall use this section to describe what services will be provided by the Inmate Call Center.
2. Offeror shall supply all relevant technical information necessary to deploy a full-service Inmate Call Center mechanism that meets or exceeds to national norm for such services for large Correctional Facilities run by State governments.
3. The Offeror shall disclose the categories of communication services it can provide.

PROPOSED CONTRACT STAFFING PLAN

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

4. Describe Offeror's current and proposed facilities, supplies and material, equipment, machinery that will be used to complete the plan (off-site and on-site).

6.2.5 References (Exhibit L)

List three (3) references for which you provide correctional canteen services as well as three (3) references for Inmate Banking Services (NOTE: These can be for the same institutions, i.e., if the Offeror is providing both canteen and banking services for an institution). Provide a full address, contact person, title, email address and telephone number for each reference. Also, provide the total number of inmates for which you provide canteen services. Use the Reference form included (See Exhibit L).

6.2.6 Proposed Fees

1. Offerors' proposal shall include a budget narrative for providing services described in Section 5 of this RFP.
2. Offeror's proposal should address wholesale cost of products and the Offeror's proposed methodology for applying the retail market value to canteen items to be sold to MDOC inmates.
3. Offerors' proposal should address quality assurance of the products and the canteen service in relation to cost.
4. The Offerors shall use Canteen Item Bid Sheet (Exhibit F).

6.2.7 Proposals must be organized and submitted in the format set forth below in order for MDOC to conduct a uniform and objective review of all proposals. Failure to follow this format may be cause for rejection of a proposal.

- 6.2.8 The following information must be included with all proposals. Failure to provide any of the information requested is grounds for the MDOC to reject a proposal.
1. Submission Cover Sheet (Exhibit H). The contact person will be responsible for answering any and all questions regarding the proposal.
 2. Table of Contents. The Table of Contents must indicate the material included in the proposal by section and page number.
 3. Transmittal Letter on Company Letterhead. A letter of transmittal must be submitted with the Offeror's proposal. The letter must include:
 - A. A statement of the Offeror's understanding of the services required in Section 5 of this RFP, 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 a contract with the MDOC.
 4. Proposal Narrative
 - A. Organizational Capability of the Offeror. Include a narrative profile of the Offeror:
 - B. Proposed Plan to Provide Services in accordance with Section 6, giving as much detail as is practical, explain how the services will be performed. The Offeror must explain how it would provide these services to the MDOC and describe the general procedures it would use for each task in Section 5 of this RFP.
 - C. The proposal narrative shall also address the following:
 - (1) Exhibit I - Proposal Exception Summary.
 - (2) Exhibit J - Correctional Service Experience as it relates to this RFP.
 - (3) Exhibit K - Key Personnel assigned to the proposed contract and a proposed staffing plan. Include resumes.
 - (4) Exhibit L - References.
 - (5) Exhibit N - Threshold Agreement by Vendor.
 - (6) Exhibit O - Subcontractors References.
 - (7) Exhibit F - Canteen Items Bid Sheet
 - D. Attachments to Proposal
 - (1) Exhibit F – Canteen Items Bid Sheet, authorized signature on each page.
 - (2) Exhibit I -Proposal Exception Summary
 - (3) Exhibit J - Correctional Service Experience Form
 - (4) Exhibit K - Resumes of Key Personnel
 - (5) Exhibit L - References Form
 - (6) Exhibit M - Threshold Agreements by Vendor
 - (7) Exhibit N - Subcontractor References
 - (8) Exhibit O - Certifications
 - (9) Exhibit P - W-9

- (10) Exhibit Q - Most Recent Two Years of Compiled Financial Statements
- (11) Relevant Court Order to protect trade secrets or other confidential information

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 proposals submitted and/or to cancel this RFP.

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

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

7.1 Qualifications of Offeror

- 7.1.1 The Offeror will 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 will 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's Procurement Staff to determine the following.
 - 1. Did the Offeror submit the Required Letter of Intent to Submit a Proposal (Exhibit B) to the right person on time?
 - 2. Was the proposal submitted on time?
 - 3. Is the proposal package in the format outlined in Section 6?
 - 4. Is the Offeror debarred from submitting proposals 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 proposals for contracts issued by any political subdivision or agency of the State of Mississippi?
 - 5. Does the proposal have all the required attachments?

- 7.2.2 The Offerors whose proposals are in the required order and have the required content will be considered "responsive." If the answer to any of the questions above is "NO" the Offeror will be considered "non-responsive" and the proposal put aside. MDOC staff will immediately notify the "non-responsive" Offeror that their proposal 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 the proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal 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 RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.
- 7.2.4 Proposals will not be opened publicly.

7.3 Evaluation Step Two

Only those proposals which satisfactorily complete Step 1 of the evaluation process will be evaluated based on the following factors:

CRITERIA FOR EVALUATION	
Description of Criteria	Maximum Points
Step I -Proposal Format and Content	5
Step 2 - Evaluation of the Proposal Package	
<ul style="list-style-type: none"> The Plan for performing the services it will provide to the MDOC in response to the specifications and requirements of this RFP and the Offeror's ability to complete the contract. 	20
<ul style="list-style-type: none"> The Ability to perform the services as reflected in the RFP by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. The Offeror must show an ability for immediate contract. Up to 5 points may be awarded here for quality of goods. 	20
<ul style="list-style-type: none"> <u>Personnel, Equipment, Facilities, Etc.</u> The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. 	15
<ul style="list-style-type: none"> <u>Record of Past Performance.</u> A record of past performance of similar work previously performed by the Offeror on behalf of clients who have required similar services. 	15
<ul style="list-style-type: none"> <u>Cost.</u> The fairness and reasonableness of the Offeror's proposed fees. Fees of Goods & Services (10 pts) Commission Rate (15 pts) 	25
Step 3 - Oral Presentations - for clarification – ONLY if requested by evaluators	
TOTAL MAXIMUM POINTS	100

7.4 Evaluation Step Three

7.4.1 The MDOC Commissioner, or his designee, will contact the Offeror with the proposal which best meets MDOC's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

7.4.2 Oral Presentation. The maximum points would increase to 105 only if the evaluators determine that an oral presentation is necessary for clarification. Oral Presentations will be restricted to the top 3 scored proposals.

7.4.2 The method of procurement to be used is that of competitive negotiation from which the MDOC is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for contract award. Likewise, the MDOC also reserves the right to accept any proposal 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 proposal for this RFP 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 Cindy Freeman, Mississippi Department of Corrections, 301 North Lamar Street, Jackson, MS 39201 (601) 359-5600 or email Procurement@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.

7.6 Protest

Any actual or prospective bidder who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Cindy Freeman, Agency Procurement Officer. The protest shall be submitted within seven (7) calendar days of notification of the contract award, or on or before **Tuesday, March 28, 2023**, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. The written protest letter shall contain an explanation of the specific basis for the protest. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting Offeror, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Cindy Freeman, Agency Procurement Officer via certified mail, postage prepaid, return receipt required or by personal delivery, signed receipt.

SECTION 8. STANDARD TERMS AND CONDITIONS

The following standard terms and conditions may be included in any contract awarded from this RFP.

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

8.3 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

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 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 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.

8.8 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. Miss. Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDOC pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, MDOC shall follow the provisions of Miss. Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.

8.9 Contractor Personnel

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

8.10 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) 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;
- (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 for up to one (1) year; or,
- (3) 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.

8.11 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 law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Annotated § 31-7-301 *et seq.*

8.12 Representation Regarding Contingent Fees

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

8.13 Representation Regarding Gratuities

The bidder, 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

8.14 Change in Scope of Work

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

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

8.15 Stop Work Order

- (1) *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (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:
 - (a) 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,
 - (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- (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

8.16 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.

8.17 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.

8.18 Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

8.19 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

8.20 Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer, and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

8.21 Insurance, Bond, or Other Surety:

Each successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

8.21.1 Workers Compensation coverage as required by the State of Mississippi. The policy shall provide coverage for all states of operation that apply to the performance of scope of work.

8.21.2 Comprehensive General or Commercial Liability – at least \$1,000,000.00 each occurrence for bodily injury, personal injury, accidental death, and property damage.

8.21.3 Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$1,000,000.00 per occurrence.

8.21.4 Employee Dishonesty or Fidelity Bond insurance with third party liability coverage and with minimum limits of \$50,000.00.

8.21.5 Commercial General Liability insurance covers bodily injury, death, and property damage, including personal injury liability, products and completed operations.

a. **Bodily Injury/Death:** \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

b. **Property Damage:** \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

8.21.6 Professional Liability insurance covers any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

8.21.7 (Motor Vehicle Liability may be written in combination with the Commercial General Liability Insurance or with separate limits specified.) In the event that services delivered pursuant to this contract involve the use of vehicles, whether owned, non-owned, or hired by the Contractor, Motor Vehicle insurance shall be required. Motor Vehicle insurance covers all owned, non-owned, or hired vehicles.

- a. **Motor Vehicle Liability** insurance covering all vehicles, owned or otherwise, used in the contract work with limits of at least \$1,000,000.00 per occurrence for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons or \$1,000,000.00 per occurrence for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.
- b. **Motor Vehicle Property Damage** insurance covering all property damage by motor vehicle with limits of at least \$1,000,000.00 or \$1,000,000.00 per occurrence limit for any single claimant; and \$1,000,000.00 per occurrence limit for multiple claimants.

8.21.8 Surety required:

- a. **Bid Surety:** A bid bond, cashier's check, or certified check in the amount of \$1,000,000.00 of the amount of the bid made payable to the agency shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of a performance bond. The failure of the bidder to accept an award and file acceptable performance and payment bonds within fifteen days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the agency as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder. Bids submitted without the required bid surety will be rejected.
- b. **Performance Surety:** A performance bond in the amount of 100 percent of the bid shall be required of the successful bidder to ensure satisfactory completion of the work. If the Contractor fails to satisfactorily perform the contract, the bonding company that provided the performance surety will be required to pay the dollar amount to the State. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.
- c. **Payment Surety:** A payment bond in the amount of 100 percent of the bid shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

- d. Alternative Surety:** A certified check for cash escrow deposit in the face amount of the contract such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of a bid, payment, or performance bond subject to approval by the agency attorney.

8.21.9 (Subcontractor) The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts in the same amounts listed above. Any subcontractor must be pre-approved by MDOC prior to utilization on the project.

8.22 Additionally:

- 8.22.1** In no event shall the requirement for an insurance, bond, or other surety be waived.
- 8.22.2** All insurance policies will list the State of Mississippi as an additional insured.
- 8.22.3** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- 8.22.4** Contractor shall submit to Agency within 5 business days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within 5 business day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- 8.22.5** Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- 8.22.6** Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- 8.22.7** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 8.22.8** Contractor shall instruct the insurers to provide the Agency 30 days advance notice of any insurance cancellation.
- 8.22.9** Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.

8.22.10 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

8.23 No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent.

8.24 Notices

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

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

Burl Cain, Commissioner

Mississippi Department of Corrections

633 North State Street

Jackson, MS 39202

8.25 Oral Statements

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

8.26 Ownership of Documents and Work Papers

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

8.27 Paymode

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

8.28 Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

8.29 Recovery of Money

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

8.30 Right to Inspect Facility

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

8.31 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.

8.32 Termination for Convenience

- (1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- (2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

8.33 Termination for Default

- (1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- (3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

8.34 Third Party Action Notification

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

8.35 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 Annotated §§ 25-61-1 *et seq.* and Miss. Code Annotated §79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

8.36 Unsatisfactory Work

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

8.37 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.

8.38 Audit & Income Statement Requirements

Contractor will be required to submit Annual Audit Financial statements and SOC 2 type 2 reports on controls during fiscal year of operation. The SOC 2 Type 2 audit needs to cover all service(s) covered by contract awarded from this RFP and the full fiscal year. This audits shall be conducted by a licensed CPA registered to do business in the State of Mississippi, and must have adequate experience to perform such audits. The contractor shall notify MDOC when audit report is completed and provide a full,

unredacted, unaltered copy in a timely manner. MDOC reserves the right to seek clarification on any questions about the audit report from the CPA that issued the report. Contractor will provide corrective action plan for any deficiencies disclosed through the audit. Contractor will be required to submit quarterly income statements with supporting detail transactions. Reconciliation will be performed between quarterly income statements for checks issued to MDOC. These records shall be maintained for a period of three years after the expiration or termination of the contract, whichever comes first.

SECTION 9. EXHIBITS

EXHIBIT A

Document: Miss. Code Ann. § 47-5-109

Miss. Code Ann. § 47-5-109

Copy Citation

Current through the 2021 Regular Session including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

Mississippi Code 1972 Annotated Title 47. Prisons and Prisoners; Probation and Parole (Chs. 1 – 7) Chapter 5. Correctional System (§§ 47-5-1 – 47-5-1517) Operation, Management and Personnel (§§ 47-5-1 – 47-5-109.1)

§ 47-5-109. Operation of inmate canteen facilities; Canteen Fund.

(1) The State Department of Corrections is hereby authorized to operate a facility or facilities to be known as an inmate canteen facility or facilities, the purpose of which is to make available certain goods and other items of value for purchase by offenders confined at the State Penitentiary at Parchman, offenders confined at any other facility of the department, certain employees of the department and certain persons visiting offenders or employees. The commissioner shall promulgate rules and regulations for the operation of such a facility.

(2) Any funds which may be derived from the operation of an inmate canteen facility or facilities shall be deposited into an account to be known as the Canteen Fund. For accounting purposes, certain allocated costs attributable to the operation of such a facility, and as prescribed by the rules and regulations of the board, shall be chargeable as operating costs against profits earned. These costs of operation which are chargeable shall include, but shall not be limited to, rent allocation, utility allocation and employee wages. Any net profits which may accrue from the operation of such a facility and any interest earned thereon shall be deposited into the Inmate Welfare Fund.

EXHIBIT B
REQUIRED LETTER OF INTENT TO SUBMIT A PROPOSAL
RFP RFx: 3140003086

Please submit the Required Letter of Intent to Submit a Proposal by January 9, 2023 to:

Cindy Freeman, Director
Office of Procurement & Contracts
Mississippi Department of Corrections
301 North Lamar Street
Jackson, MS 39201
601-359-5293 (facsimile)
Procurement@mdoc.state.ms.us

***Failure to submit a Letter of Intent to Submit a Proposal by the deadline will eliminate Vendor from consideration.**

EXHIBIT C



MISSISSIPPI DEPARTMENT OF CORRECTIONS
Vendor - Release of Information

To Whom It May Concern:

The Mississippi Department of Corrections will conduct a criminal background investigation to verify information that you have provided in conjunction with your planned visit to our facilities. All of the following information is required.

Social Security #: _____ Date of Birth: _____ Race: _____ Sex: _____

Driver's License #: _____ ID card #: _____ State issued: _____

Current physical address: _____
Street Apt #
City State Zip Code

Have you ever been arrested? Yes ___ No ___ If so please give the following information:
Date: _____ Charge: _____ City: _____ State: _____
Were you convicted? Yes ___ No ___
***** Please list any other arrest or additional information on the back of the form *****

Have you ever been associated with a street gang? _____ Yes _____ No

Do you have any tattoos on your body? _____ Yes _____ No If so, please describe it and its symbolism.

In order that the investigation can be completed, I hereby authorize the Mississippi Department of Corrections and any of its authorized employees to receive and collect information from any law enforcement agency and or judicial entity. I also give MDOC permission to run a NCIC with the information that I provided above for a security clearance.

Name (Print) Signature Date
(electronic signature will not be accepted)

EXHIBIT D

DAILY INMATE POPULATION REPORT

MISSISSIPPI DEPARTMENT OF CORRECTIONS

May 2, 2022

(Figures are from midnight count of previous day)		
Facility	Capacity	Inmate Population
Mississippi State Penitentiary (MSP)	2,468	2,014
Central Mississippi Correctional Facility (CMCF with TVC)	3,866	3,066
Youthful Offender Unit (YOU)	58	18
South Mississippi Correctional Institution (SMCI)	2,482	2,239
Walnut Grove Correctional Facility	100	85
Marshall County Correctional Facility	925	676
Flowood TVC	50	0
Delta TVC	324	30
PRIVATE PRISONS	2,322	2,210
East Mississippi Correctional Facility	1,373	1,296
Wilkinson County Correctional Facility	949	914
COMMUNITY WORK CENTERS		
Delta CWC	162	37
Forrest CWC	96	76
Madison CWC	90	71
Noxubee CWC	54	52
Flowood CWC (Rankin)	54	52
RRP	28	1
Wilkinson	0	0
COMMUNITY WORK CENTER/RESTITUTION CENTERS (PRE-RELEASE CENTERS)		
Pike CWC	93	49
Pike Pre-Release	0	0
Quitman CWC	93	38
Quitman Pre-Release	0	14
TOTALS	15,487	12,938

**MDOC reserves the right to add or delete facilities at anytime.

EXHIBIT E
Sample Weekly Report
RFP RFx No.: 3140003086

Attach Sample Reports

NOTE- For the purpose of evaluating sales price and commissions each bidder must provide the following information related to wholesale cost, markup and sales price for the items listed below. If a bidder does not carry the exact quantity and measure of any item listed below, a similar item must be submitted for evaluation in its place. The commission rates and markup percentage for any items submitted for evaluation will be incorporated into the operating contract. This submission will serve as the basis for the operating contract. Any future price increases allowed by the operating contract will be based on this submission.

**EXHIBIT F
CANTEEN ITEMS BID SHEET**

SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price	Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained by
					Before Sales Tax								Vendor
13" Clear TV	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Shoe Womens Size 6	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas shoe Womens Size 7	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Shoe Womens Size 8	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Shoe Womens Size 9	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Shoe Womens Size 10	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic shoe Size 7	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 8	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 9	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 10	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 11	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 12	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 13	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Adidas Athletic Shoe Size 14	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
TV Repair (New Screen)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Casio MWA 100H-1AV Watch	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Timex T5H591 Watch	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Timex T49713 Watch	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
8" Clear Fan	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Timex TSK463 Watch	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Casio F-105-W-1A Watch	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 5	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 6	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 7	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 8	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 9	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 10	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 11	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 12	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 13	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 14	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Shoe White Size 15	1	PR	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Radio, AM/FM	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hair Dryer	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Flat Iron	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Curling Iron, 3/4 Inch	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price	Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained by
					Before Sales Tax								Vendor
Prayer Rug	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Makeup Kit	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Folger's Coffee, Instant Pouch	8	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Remote (Television)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Hijab	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Headphones CL5	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Key Combination Lock	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set SMALL	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set MEDIUM	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set LARGE	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set X-LARGE	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set 2X-LARGE	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set 3X-LARGE	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Thermal Set 5X-LARGE	1	SET	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Chess/Checkers	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Milk, Dry, Instant	9.6	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Nic. Lozenges	12	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Earbuds	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Prayer Oil	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Honey Bear (Bottle)	12	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
REGULAR Cigarette	1	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
MENTHOL Cigarette	1	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
LIGHT Cigarette	1	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Stamp Book	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Koofie Cap	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Let's Jam Styling Gel	4.4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Coffee Freeze Dried 100% Columbian	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Snack Crackers	13.7	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cereal, Raisin Bran	15	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
CoCea Roos	12	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cereal, Tootie Fruities	12.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cereal, Cinnamon Toasters	12	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cereal, Frosted Flakes	15	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
T-Shirt - XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
T-Shirt - 2XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
T-Shirt - 3XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
T-Shirt - 4XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Oatmeal Variety Pack	13	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Degree Deodorant	1.7	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Wave Cap	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -

EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price	Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained
					Before Sales Tax								by Vendor
Tuna	6	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Suave Shampoo & Conditioner	12	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Chicken Alfredo	7.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Pizza Poppers	6	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Oral Pain Gel	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
AA Batteries, 4 pk	4	PK	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
AAA Batteries, 4 pk	4	PK	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sports Bra - 2XL(40)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Buddy Bars	12	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Salsa, Squeeze Bottle, Hot	15.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sports Bra - XL(38)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Turkey Honey Pepper Sausage	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Beef Sausage, Hot & Spicy	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Beef Sausage, Summer	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Chili w/Beans Pouch	7.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Chili, w/o Beans Pouch	7.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Multi Vitamin	100	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boneless Chicken	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Murrays Pomade	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tortilla Chips Restaurant Style	12	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Saltine Crackers	16	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
LA Fish Fry Gumbo Mix	8	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
LA Fish Fry Jambalaya	7.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
LA Fish Fry Red Beans & Rice	7	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Laundry Bag, XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boston Best Columbian Coffee	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Quran Paperback	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sports Bra - MED(34)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sports Bra - L(36)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
T-Shirt - Med	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
T-Shirt - L	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Smokeless Tobacco, Regular Long Cut	1	CAN	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Smokeless Tobacco, Wintergreen Long Cut	1	CAN	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Insulated Mug	20	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Proline Hair Food	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Ultra Brite Toothpaste	6	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Aim Toothpaste	5.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Dandruff Shampoo	16	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Denture Adhesive	2.4	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boxers Size XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price		Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained by Vendor
					Before									
Boxers Size 2XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boxers Size 3XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boxers Size 4XL	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Flexible Security Mirror	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sports Bra - SM(32)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tst Pastry Cinnamon	11	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tst Pastry Blueberry	11	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tst Pastry Strawberry	11	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Beef Stew Pouch	7.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Bowl w/Lid	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boxers Size Lrg	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Inst. Refried Beans	8	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Denture Cleaning Tablets	40	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Juicy Red Box	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lemon Berry Box	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Blue Typhoon Box	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tea w/Lemon	8	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
VO5 Shampoo	12.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
T-Shirt - Sm	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hand Towel	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lighter	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Strawberry Sugar Wafer	6.7	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Vanilla Sugar Wafer	6.7	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Cheddar Cheese Spread	8	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Cheddar Cheese Spread Jal	8	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Suave Deodorant	1.2	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Conditioner, Waterfall Mist	15	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tampons	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hair Dressing	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Mackerel Fillets	3.53	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Rice, White	7	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Flour Tortilla	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Bergamont	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Crossword Puzzles	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Styling Gel	20	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Female Panties Size 10	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Female Panties Size 12	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Triple Antibiotic Cream	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Tone	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Boxer Small	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -

**EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST**

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price		Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained by Vendor
					Before	After								
Boxers Size Med	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Honey Bun, Iced Grand	6	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Cough Drop	30	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Female Panties Size 6	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Female Panties Size 8	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hot Pork Skins	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Honey Bun	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Chocolate Cup Cakes	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sardines (Hot Sauce)	3.53	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Trail Mix, Sweet n 'Salty	3.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Soap (Dial)	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Soap (Irish Spring)	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Baby Powder	14	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Med Shower Shoes	1	PR	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
LRG Shower Shoes	1	PR	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
X-LRG Shower Shoes	1	PR	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
XX-LRG Shower Shoes	1	PR	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
M&M's Peanut	1.74	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
M&M's Plain	1.69	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hershey Bar	1.55	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Snickers Bar	1.86	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Playing Cards	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Salted Peanuts	3.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Soap (Ivory)	3.17	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Pecan Twirls	3	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Glasses Reading 1.75	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Glasses Reading 2.0	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Glasses Reading 1.50	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Glasses Reading 1.25	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Glasses Reading 2.25	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Shave Cream Tube	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Peach Soda	20	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Red Soda	20	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Cola	20	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Moon Mist Soda	20	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Duplex Cookie	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Peanut Butter Crème Cookie	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Chocolate Creme Cookies	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Strawberry Creme Cookie	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Vanilla Creme Cookie	5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price	Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission	Tax to	To	Retained
					Before					To MDOC	DOR	Wholesaler	by Vendor
Stick Deodorant	1.6	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Colored Pencils	12	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Toothpaste Clear Gel	6.4	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lotion, Vitamin E	18	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Jolly Ranchers	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Love Card, Stamped	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Thinking Of You Card, Stamped	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Birthday Card, Stamped	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Mothers Day Card, Stamped	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Christmas Card, Stamped	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Butter Cookie Maria Roll	4.9	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Hydrocortisone Cream	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Petroleum Jelly	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Writing Tablet	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Antifungal Cream	.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Natureplex Douche	4.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Diet Coke	16.9	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Doritos Nacho Cheese	1.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Munchies Flamin Hot	2	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Doritos Spicy Sweet Chili	1.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Doritos Cool Ranch	1.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lays Salt & Vinegar	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Frito Chili Cheese	2	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lays BBQ Chips	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Cheetos (Jalapeno)	2	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Baked Lays	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lay's Sour Cream & Onion	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Ruffles Cheddar Sour Cream	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Chesters Hot Fries	1.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Pickle (Hot)	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Pickle Mild	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Sugar Free Fruit Candy	2	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Butterscotch	4.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Lemon Disk	4.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Cinnamon Disk	4.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Peppermint	4.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Washcloth	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Baby Oil	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Motts Assorted Fruit	2.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -
Brush-No Handle	1	CT	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -	\$ -

EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price	Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission	Tax to	To	Retained
					Before Sales Tax					To MDOC	DOR	Wholesaler	by Vendor
Maxi Pads	12	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Beef, Snack Stick	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Pepper Jack, Turkey Snack Stick	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Protein Bar	1.42	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Nail Clippers	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Crew Socks	1	PR	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Famous Amos Cookie	2	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Ketchup - Single Pk	10	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Mustard - Single Pk	10	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Chapstick	.15	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Antacid, Roll	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Oat/Honey Granola Bar	1.49	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Sweet Salty Nut Bar	1.2	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Moon Pie (Ban)	2.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Moon Pie (Choc)	2.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Microwave Popcorn	2.75	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Tweezers	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Baby Lotion	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Creamer - Single Pk	10	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Pepper - Single Pk	50	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Salt - Single Pk	50	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Fudge Dipped Chocolate Granola Bar	1.09	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Grandmas (Choc. Chip)	2.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Grandmas (P.B.)	2.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Creme Pies, Oatmeal	2.64	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Oreo Cookie	2.4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Star Crunch	2.2	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Rice Crispy Treats	1.3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Mayonnaise Squeezer	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Dressing, Ranch	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Sugar - Single Pk	10	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Sweet&Low - Single Pk	10	PK	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Grape Jelly Pack	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Squeezer (P.B)	1.12	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Mouthwash	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Tylenol (2 Caplets)	2	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Sweet Baby Rays, BBQ Packet	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Bottle Water	16.9	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cotton Swabs	30	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cheez-it	1.5	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -

EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price	Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained
					Before Sales Tax								by Vendor
Brownie Cosmic	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Noodles, Beef	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Noodles, Spicy Chili	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Noodles, Chicken	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Noodles, Picante Beef	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Noodle, Vegetable Spicy	3	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Toothbrush Holder, Clear 2-pc	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Conditioner	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Aleve Singe Dose	2	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Lotion, Cocoa Butter	4	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Brush, Styling	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Razor Triple Blade w/Aloe	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Crystal Pen, Black Ink	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Soap Dish	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Peanut Butter & Toast Cracker	1.42	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Jalapeno Cheddar Cracker	1.42	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Jalapeno Sliced	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Envelope, Stamped	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Pen Flexible	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Toothbrush Shorty	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Ibuprofen	2	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Fudge Dip Chocolate Chip Bar	1.1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Oat/Honey Granola Bar	.95	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Chocolate Chip Chewy Bar	1.0	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Coconut Fudge Granola Bar	1.0	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Cocoa, w/Marshmallows	.71	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Foam Ear Plugs	1	PR	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Vanilla Cappuccino	.81	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Mocha Cappuccino	.81	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Peanuts	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Air Heads	.55	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Twin Blade Razor	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Comb, Large 8-in	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Toothbrush 28tuft	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Comb 5-in	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Hot Sauce Pk	1	OZ	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Envelope, 9x12 No Clasp	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Plastic Spork	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Shower Cap	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Envelope, Plain	1	CT	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	\$ -

**EXHIBIT F
CANTEEN ITEMS BID SHEET
SALES PRICE AND COMMISSION BASED ON WHOLESALE COST**

Description	Unit Quantity	Unit of Measure	Item Wholesale Cost	Markup Percentage	Retail Price Before Sales Tax	Sales Tax	Sales Price	Commission Rate	Commission To MDOC	Tax to DOR	To Wholesaler	Retained by Vendor
			\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
									#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

EXHIBIT G

 <p align="center">MISSISSIPPI DEPARTMENT OF CORRECTIONS</p>	SOP NUMBER 20-08-01
	AGENCYWIDE
GRIEVANCE PROCEDURES	INITIAL DATE 12-15-1997
ACA STANDARDS: 2-CO-1C-02, 2-CO-3C-01, 5-CI-3C-23, 5-ACI-3D-19, 5-ACI-6C-01, 4-ACRS-6B-03	EFFECTIVE DATE 06-15-2021
STATUTES: 47-5-801, 47-5-803, 47-5-805, 47-5-807	NON-RESTRICTED
	PAGE 1 of 8

APPLICABILITY:

This procedure applies to all employees of the Mississippi Department of Corrections and to all offenders committed to the custody of the Mississippi Department of Corrections.

POLICY STATEMENT:

It is the policy of the Mississippi Department of Corrections (MDOC) to maintain a written offender grievance procedure.

DEFINITIONS:

Administrative Remedy Program (ARP) – A program by which an offender may request administrative remedy for situations arising from policies, conditions, or events within the MDOC that affect them personally. Inmates will be required to use the program for all issues before they proceed with a lawsuit.

Director of Administrative Remedy Program – Supervisor of MDOC's Administrative Remedy Program in Central Mississippi Correctional Facility, Mississippi State Penitentiary, South Mississippi Correctional Institution, Restitution Centers, Community Work Centers and other facility housing offenders committed to the custody of the Mississippi Department of Corrections who coordinates the program at all administrative levels.

This individual will be responsible for coordinating and facilitating the Administrative Remedy Program process.

Grievance – A written complaint by an offender on the offender's own behalf regarding a policy applicable within an institution, a condition within an institution, an action involving an offender of an institution, or an incident occurring within an institution.

Emergency Grievance – A matter in which disposition within the regular time limits would subject the offender to a substantial risk of personal injury, or cause other serious and irreparable harm to the offender.

Days – Calendar days.

Prison Rape Elimination Act (PREA) of 2003 – The federal law establishing a zero tolerance approach to sexual assault and sexual harassment. Its purpose is to prevent, detect, and respond to sexual abuse with regard to policy, personnel, and physical plant.

PROCEDURES:

The timelines dealing with MDOC response times and total time for the ARP process are

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44 guidelines only and do not constitute substantive issues.

45

46 **GENERAL**

47

48 *Administration of Correctional Agencies (Central Office):* **Written agency policies provide**
49 **offenders/juveniles/residents with the following:**

- 50 • **access to courts**
- 51 • **access to counsel**
- 52 • **access to law library**
- 53 • **access to programs and services**
- 54 • **access to media**
- 55 • **procedures that reasonably ensure the safety and well-being of offenders**
- 56 • **procedures for searches**
- 57 • **procedures for disciplinary actions**
- 58 • **grievance procedures**
- 59 • **freedom from racial, ethnic, gender, and religious discrimination [2-CO-3C-01].**

60

61 *Adult Correctional Institutions:* **There is a written inmate grievance procedure that is made**
62 **available to all inmates and that includes at least one level of appeal [5-ACI-3D-19].**

63

64 *Adult Community Residential Services:* **A grievance procedure that includes at least one**
65 **level of appeal is available to all offenders. The grievance procedure is evaluated at least**
66 **annually to determine its efficiency and effectiveness. The quantity and nature of**
67 **offender grievances are aggregated and analyzed annually [4-ACRS-6B-03].**

68

69 The ARP Director will annually solicit comments and suggestions on the processing, the
70 efficiency and the credibility of the Administrative Remedy Procedure.

71

72 All offenders will be entitled to invoke this grievance procedure. It will be the
73 responsibility of the Case Manager to provide appropriate assistance for offenders with
74 literacy deficiencies or language barriers.

75

76 No action will be taken against an offender for the good faith use of or good faith
77 participation in the procedure. Reprisals of any nature are prohibited. Offenders are entitled to
78 pursue, through the grievance procedure, a complaint that a reprisal occurred.

79

80 All aspects of the ARP process will be monitored by the ARP Director to insure that all time
81 limits are followed and that appropriate relief and responses are prepared at each level.

82

83 **REVIEWERS:** If an offender registers a complaint against a staff member, that employee
84 will not play a part in making a decision on the request. However, this will not prevent the
85 employee from participating at Step One, since the employee complained about may be the
86 best source from which to begin collecting information on an alleged incident. If the
87 offender is not satisfied with the decision rendered at the First Step, he should pursue his
88 grievance to the ARP Director via the Second Step.

89

90 **COMMUNICATIONS:** Offenders must be made aware of the system by oral explanation at
91 orientation and should have the opportunity to ask questions and receive oral answers. The
92 procedures will be posted in writing in areas readily accessible to all offenders.

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93

94 **WRITTEN RESPONSES:** At each stage of decision and review, offenders will be provided
 95 legibly written or typed answers that explain the information gathered or the reason for the
 96 decision reached along with simple directions for obtaining further review.

97

98 **INITIATION OF THE PROCESS**

99

100 Before initiating the formal process, offenders should always try to resolve their problems
 101 informally within the institution. This informal resolution may be accomplished through
 102 discussions with staff members, etc. If the offender is unable to resolve his problems or
 103 obtain relief, he may initiate the formal process.

104

105 Nothing in this procedure should serve to prevent or discourage an offender from
 106 communicating with anyone in MDOC. The requirements set forth in this document for
 107 acceptance into the Administrative Remedy Procedure are solely to assure that incidents, which
 108 may give rise to a cause of action, will be handled through this two step system of review.

109

110 If an offender refuses to cooperate with the inquiry into his allegation, the request may be
 111 denied by noting the lack of cooperation on the appropriate Step Response and returning it to
 112 the offender. The ARP Director or His / Her designee will screen all requests prior to the
 113 assignment to the First Step.

114

115 **SCREENING**

116

117 The ARP Director will screen all requests prior to assignment to the First Step. The screening
 118 process should not unreasonably restrain the offender's opportunity to seek a remedy. If a
 119 request is rejected, it must be for one of the following reasons, which will be noted on Form
 120 ARP-1:

121

122 The relief sought is beyond the power of MDOC to grant:

123

124 • Court decisions

125

126 • Parole Board/Pardon Board decisions

127

128 • It is a duplicate request.

129

130 • In cases where a number of offenders have filed similar or identical requests seeking
 131 administrative remedy, it is appropriate to respond only to the offender who filed the initial
 132 request. Copies of the decision sent to other offenders who filed requests simultaneously
 133 regarding the same issue will constitute a completed action. All such requests will be
 134 logged.

135

136 • The complaint concerns an action not yet taken or a decision, which has not yet been made.

137

138 • The offender has requested a remedy for another offender.

139

140 • The offender has requested a remedy for more than one incident (a multiple complaint)

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- Established rules and procedures were not followed.
- If an offender refuses to cooperate with the inquiry into his allegation, the request may be denied due to lack of cooperation.
- There has been a time lapse of more than 30 days between the event and the initial request, MDOC does not waive this statute of limitations if it mistakenly issues an ARP response.

The request does not contain the phrase "this is a request for administrative remedy."

Notice of the initial acceptance or rejection of the request will be provided to the offender. If the MDOC ARP Director accepts the complaint, he/she or the appropriate person will respond to the complaint. If he/she rejects the complaint, he/she will so advise the offender in writing. The offender will then have five days from the date the rejection memo is received to appeal this rejection through channels or to resubmit his corrected complaint (beginning with the First Step).

MULTIPLE REQUESTS: Except for disciplinary appeals, if an offender submits multiple requests during the review of a previous request, they will be logged and set aside for handling at such time as the request currently in the system has been exhausted at the Second Step or until time limits to proceed from the First Step to the Second Step has lapsed. RVR appeals will not be logged and set aside. A maximum of ten (10) requests will be logged. Requests above that number will be returned to the offender and not filed.

REPRISALS: No action will be taken against anyone for the good faith use of or good faith participation in the procedure. The prohibition against reprisals should not be construed to prohibit discipline of offenders who do not use the system in good faith. Those who file requests that are frivolous or deliberately malicious may be disciplined under the appropriate rule violation.

The ARP Director will be responsible for determining and communicating to offenders who misuse the ARP. The offenders will be notified about their non-compliance with the rules and the consequences of frivolous or malicious filings.

FIRST STEP (Time Limit 40 days)

The offender commences the process by writing a letter to the ARP Director, in which he/she briefly sets out the basis for his/her claim, and the relief sought (Refer to Initiation of Process" for the requirements of the letter).

The offender should make a copy of his letter of complaint and retain it for his own records.

The original letter will become a part of the process and will not be returned to the offender. The institution is not responsible for providing the offender with copies of his letter of complaint.

This letter will be written to the ARP Director within 30 days of an alleged event. If an opinion or response is issued anyway by mistake, MDOC does not waive the statute of limitations.

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The requests will be screened by the ARP Director and a notice will be sent to the offender advising that his request is being processed or is being rejected. The First Step Respondent will respond to the offender within 40 days from the date the request is received at the First Step.

For offenders wishing to continue to the Second Step, sufficient space will be allowed on the response to give a reason for requesting review at the next level. There is no need to rewrite the original letter of request, as it will be available to all reviewers at each Step of the process.

SECOND STEP (Time limit 45 days)

An offender who is dissatisfied with the First Step response may appeal to the ARP Director by so indicating that he is not satisfied in the appropriate space on the response form and forwarding it to the ARP Director within 5 days of receipt of the decision. A final decision will be made by the Superintendent, Warden or Community Corrections Director and the offender will be notified within 45 days of receipt.

If an offender is not satisfied with the Second Step response, he may file suit in Court. The offender must provide the administrative remedy procedure number on the court forms.

DEADLINES AND TIME LIMITS

No more than 90 days from the initiation to completion of the process will elapse, unless extension(s) have been granted. Absent such an extension, expiration of response time limits will entitle the offender to move on to the next Step in the process. Time limits begin on the date the request is assigned to a staff member for the First Step response.

An offender may request an extension in writing of up to five days in which to file at any stage of the process. This request will be made to the ARP Director. The offender must certify valid reasons for the delay, which reasons must accompany his untimely request. The issue of sufficiency of valid reasons for delay will be addressed at each Step, along with the substantive issue of the complaint.

The First Step Respondent may request permission for an extension of not more than five days from the ARP Director at Step One review/response. The offender must be notified in writing of such an extension.

In no case may the cumulative extensions exceed 25 days.

The ARP Director will devote particular personal attention to all grievances of a sensitive or emergency matter to insure that these matters are handled expeditiously and appropriately.

PROBLEMS OF AN EMERGENCY NATURE

MDOC takes all PREA claims very seriously. All initial PREA allegation letters received by ARP will be forwarded to the CID Director for review. The offender will be sent a letter by ARP notifying him/her that the allegation has been sent to CID for review. The letter will also state

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239 that upon completion of the investigation by CID, if the offender is unsatisfied with the results,
240 he/she may initiate a request for the allegations to be considered by ARP. If the offender
241 subsequently submits a request to ARP with proof of review completed by CID regarding PREA
242 allegations, a case will be opened as an Emergency ARP at the Second Step and forwarded to
243 the appropriate PREA Coordinator for a response. If an offender feels he is subjected to
244 emergency conditions, he must send an emergency request to the ARP Director. The ARP
245 Director will immediately review the request and forward the request to the level at which
246 corrective action can be taken. If the MDOC ARP Director agrees that the complaint is an
247 emergency, he/she will accept and respond to the complaint. If he/she does not agree that the
248 complaint is an emergency, he/she will so advise the offender in writing. The offender will then
249 have five days from the date the rejection memo is received to submit his request through
250 regular channels (beginning with the First Step if his complaint is acceptable for processing in
251 the Administrative Remedy Program.)

252
253 Abuse of the emergency review process by an offender will be treated as a frivolous or
254 malicious request and the offender will be disciplined accordingly. Particularly, but not
255 exclusively, matters relating to administrative transfers, time computation disputes and family
256 illness or death are NOT to be treated as emergencies for purposes of this procedure, but will
257 be expeditiously handled by the ARP Director when appropriate.

258
259 **SENSITIVE ISSUES**

260
261 If the offender believes the complaint is sensitive and would be adversely affected if the
262 complaint became known at the institution, he/she may file the complaint directly with the
263 Mississippi Department of Corrections Director of Administrative Remedy Program. The
264 offender must explain in writing, his reason for not filing the complaint at the institution.

265
266 If the MDOC ARP Director agrees that the complaint is sensitive, he/she will accept and
267 respond to the complaint. If he/she does not agree that the complaint is sensitive, he/she
268 will so advise the offender in writing. The offender will then have five days from the date the
269 rejection memo is received to submit his request through regular channels (beginning with
270 the First Step if his complaint is acceptable for processing in the Administrative Remedy
271 Program.

272
273 **MEDICAL**

274
275 *Adult Correctional Institutions: There is a system for offender grievances relating to health*
276 **care concerns [5-ACI-6C-01].**

277
278 Medical complaints will be handled at the First Step by a licensed primary care physician, lab
279 technician, nurse, administrator or other medical representative and at the Second
280 Step by the site medical director, licensed primary care physician, lab technician,
281 nurse, administrator or other medical representative and may be the same individual as
282 in the first step who is consulting with other qualified medical officials in transcribing
283 their decision.

284
285 **ADMINISTRATIVE REMEDY PROCEDURE RECORDS**

286
287 Administrative Remedy Procedure records are confidential. Employees who are participating

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288 in the disposition of a request may have access to records essential to the resolution of
289 requests.

290
291 All reports, investigations, etc., other than the offender's original letter and responses, are
292 prepared in anticipation of litigation, and are prepared to become part of the attorney's work
293 product for the attorney handling the anticipated eventual litigation of this matter and are
294 therefore confidential and not subject to discovery.

- 295
296 Records will be maintained as follows:
- 297
 - 298 • A log will be maintained which will document the nature of each request, all relevant dates,
299 and disposition at each step.
 - 300
 - 301 • Individual requests and dispositions, and all responses and pertinent documents will be
302 kept on file at the institution.
 - 303
 - 304 • Records will be kept at least five years following final disposition of the request.

305
306 **TRANSFERRED OFFENDERS**

307
308 When an offender has filed a request at one institution and is transferred prior to the review, or if
309 he files a request after transfer on an action taken by the sending institution, the sending
310 institution will complete the processing through the First Step. The Warden of the receiving
311 institution will assist in communication with the offender.

312
313 **DISCHARGED OFFENDERS**

314
315 If an offender is discharged before the review of an issue that affects the offender after
316 discharge is completed, or if he files a request after discharge on such an issue, the
317 institution will complete the processing and will notify the offender at his last known
318 address. All other requests will be considered moot when the offender discharges, and
319 MDOC will not complete the process.

320
321 **RVR APPEALS**

322
323 *Adult Correctional Institutions:* **Written policy, procedure, and practice grant inmates the**
324 **right to appeal decisions of the disciplinary committee to the warden/superintendent or**
325 **designee. Inmates have up to 15 days of receipt of the decision to submit an appeal.**
326 **The appeal is decided within 30 days of its receipt, and the inmate is promptly notified in**
327 **writing of the results [5-ACI-3C-23].**

328
329 At the time of notification of a guilty finding in a disciplinary hearing, the offender will be notified
330 that he/she has the right to appeal any decision of, or disciplinary action taken by the
331 Disciplinary Hearing Officer, directly to the Warden/Community Corrections Director or designee
332 of the unit/center involved via the ARP Director.

333
334 This notification will be documented by having the offender sign the front of the RVR indicating
335 that he/she understands the right to appeal.

336

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337 If the offender waives his/her right to appear and is found guilty, he/she cannot appeal the
 338 decision.
 339

340 The appeal will be submitted in writing within fifteen (15) days after a copy of the Disciplinary
 341 Hearing Officer's decision is offered to the offender and will set forth in detail the grounds for
 342 any appeal. If the inmate refuses to sign for the RVR, the RVR will be documented that the
 343 inmate refused to sign.
 344

345 In the event the offender is illiterate, at the request of the offender, the offender's case manager
 346 may assist him/her in writing the letter of appeal.
 347

348 The Warden/Community Corrections Director or designee has thirty (30) calendar days from
 349 receipt of the appeal to respond.
 350

351 During the appeal, the reviewer may affirm the action of the Disciplinary Hearing Officer or alter
 352 it as he/she deems just and proper except at no point in the appeal process shall the penalty be
 353 increased.
 354

355 If the offender is not satisfied, he/she may file suit in court. The offender must provide the ARP
 356 number on the court forms.
 357

358 **DOCUMENTS REQUIRED:**

- 359 Community Corrections: ARP Grievance Notification form
 360 Monthly Report
 361 Annual Report
 362 As required by this procedure and through the chain of command
 363

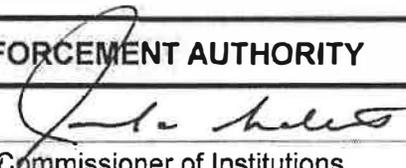
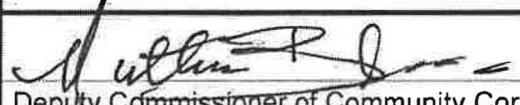
SOP ENFORCEMENT AUTHORITY		
Reviewed and Approved for Issuance	 Deputy Commissioner of Institutions	6-7-21 Date
	 Deputy Commissioner of Community Corrections	6-11-21 Date

EXHIBIT H
Submission Cover Sheet
RFP RFx No.: 3140003086

Legal Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Website: _____

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

Legal Form of Company (check all that apply):

<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Private Not-For-Profit	<input type="checkbox"/> Private For-Profit
<input type="checkbox"/> Government	<input type="checkbox"/> Other

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

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

Person's Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

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

Original Signature of Officer in Bind of Company / Date

Name (typed or printed) _____

Title _____

Company Name _____

EXHIBIT K
Resumes of Key Personnel
RFP RFx No.: 3140003086

(Attach Resumes of Key Personnel)

EXHIBIT L
REFERENCES
IFB RFx: 3140003086

Offeror may submit as many references as desired by submitting additional copies of this Exhibit. MDOC will begin contacting references in order and continue down the list until three (3) references have been interviewed and the Reference Score Sheet completed for three references. No further references will be contacted; however, offerors are encouraged to submit additional references to ensure that at least three references are available for interview. MDOC staff must be able to contact three references within two (2) business days of bid opening to be considered responsive.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

EXHIBIT L
REFERENCES
IFB RFx: 3140003086

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

EXHIBIT M
Threshold Agreement by Vendor
RFP RFx No.: 3140003806

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. 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. Although this contract is based on a capitation payment arrangement the underlying expenses incurred by the Vendor(s) can affect the success of the contract. 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 N
SUBCONTRACTOR REFERENCES
IFB RFx: 3140003086

Offeror may submit as many Subcontractor References as desired by submitting additional copies of this Exhibit. MDOC will begin contacting references in the order listed, until three (3) references have been interviewed and the Reference Score Sheet completed. No further Subcontractor References will be contacted; however, offerors are encouraged to submit additional references to ensure that at least three references are available for interview. MDOC staff must be able to contact three references within two (2) business days of bid opening to be considered responsive.

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

EXHIBIT N
SUBCONTRACTOR REFERENCES
IFB RFx: 3140003086

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

REFERENCE 4

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

EXHIBIT O
Certification
RFP RFx: 3140003806

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

2. **CONSULTANT/LOBBYIST**

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

Name/Address/Phone: _____

Name/Address/Phone: _____

Name/Address/Phone: _____

3. **INDEPENDENT PRICE DETERMINATION:** The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid/offered.

4. **NON-DEBARMENT:** The bidder certifies that it *is not* currently debarred from submitting bids for contracts issued by any political subdivision or MDOC of the State of Mississippi and that it *is not* an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or MDOC of the State of Mississippi.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the Bid Form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



Instructions for the Requester of Form W-9

(Rev. October 2018)

Request for Taxpayer Identification Number and Certification

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

Future Developments

For the latest developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [IRS.gov/FormW9](https://www.irs.gov/FormW9).

What's New

Backup withholding rate. The backup withholding rate is 24% for reportable payments.

Reminders

FATCA and backup withholding exemptions. FATCA requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Form W-9 has an *Exemptions* box on the front of the form that includes entry for the *Exempt payee code (if any)* and *Exemption from FATCA Reporting Code (if any)*. The references for the appropriate codes are in the *Exemptions* section of Form W-9, and in the *Payees Exempt From Backup Withholding* and *Payees and Account Holders Exempt From FATCA Reporting* sections of these instructions.

The *Certification* section in Part II of Form W-9 includes certification relating to FATCA reporting.

Backup withholding liability. If you do not collect backup withholding from affected payees as required, you may become liable for any uncollected amount.

TIN matching e-services. The IRS website offers TIN Matching e-services for certain payers to validate name and TIN combinations. See [Taxpayer Identification Number \(TIN\) Matching](https://www.irs.gov/individuals/international/tin-matching), later.

How Do I Know When To Use Form W-9?

Use Form W-9 to request the taxpayer identification number (TIN) of a U.S. person (including a resident alien) and to request certain certifications and claims for exemption. (See *Purpose of Form* on Form W-9.) Withholding agents may require signed Forms W-9 from U.S. exempt recipients to overcome a presumption of foreign status. For federal tax purposes, a U.S. person includes but is not limited to:

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

A partnership may require a signed Form W-9 from its U.S. partners to overcome a presumption of foreign status and to avoid withholding on the partner's allocable share of the

partnership's effectively connected income. For more information, see Regulations section 1.1446-1.

A participating foreign financial institution (PFFI) should request Form W-9 from an account holder that is a U.S. person. If an account is jointly held, the PFFI should request a Form W-9 from each holder that is a U.S. person.

Advise foreign persons to use the appropriate Form W-8 or Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information and a list of the W-8 forms.

Electronic Submission of Forms W-9

Requesters may establish a system for payees and payees' agents to submit Forms W-9 electronically, including by fax. A requester is anyone required to file an information return. A payee is anyone required to provide a taxpayer identification number (TIN) to the requester.

Payee's agent. A payee's agent can be an investment advisor (corporation, partnership, or individual) or an introducing broker. An investment advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. The introducing broker is a broker-dealer that is regulated by the SEC and the National Association of Securities Dealers, Inc., and that is not a payer. Except for a broker who acts as a payee's agent for "readily tradable instruments," the advisor or broker must show in writing to the payer that the payee authorized the advisor or broker to transmit the Form W-9 to the payer.

Electronic system. Generally, the electronic system must:

- Ensure the information received is the information sent, and document all occasions of user access that result in the submission;
- Make reasonably certain that the person accessing the system and submitting the form is the person identified on Form W-9, the investment advisor, or the introducing broker;
- Provide the same information as the paper Form W-9;
- Be able to supply a hard copy of the electronic Form W-9 if the Internal Revenue Service requests it; and
- Require as the final entry in the submission an electronic signature by the payee whose name is on Form W-9 that authenticates and verifies the submission. The electronic signature must be under penalties of perjury and the perjury statement must contain the language of the paper Form W-9.



For Forms W-9 that are not required to be signed, the electronic system need not provide for an electronic signature or a perjury statement.

For more details, see the following.

- Announcement 98-27, which is on page 30 of Internal Revenue Bulletin 1998-15 at [IRS.gov/pub/irs-irbs/irb98-15.pdf](https://www.irs.gov/pub/irs-irbs/irb98-15.pdf).
- Announcement 2001-91, which is on page 221 of Internal Revenue Bulletin 2001-36 at [IRS.gov/pub/irs-irbs/irb01-36.pdf](https://www.irs.gov/pub/irs-irbs/irb01-36.pdf).

Individual Taxpayer Identification Number (ITIN)

Form W-9 (or an acceptable substitute) is used by persons required to file information returns with the IRS to get the payee's (or other person's) correct name and TIN. For individuals, the TIN is generally a social security number (SSN).

However, in some cases, individuals who become U.S. resident aliens for federal tax purposes are not eligible to obtain an SSN. This includes certain resident aliens who must receive information returns but who cannot obtain an SSN.

These individuals must apply for an ITIN on Form W-7, Application for IRS Individual Taxpayer Identification Number, unless they have an application pending for an SSN. Individuals who have an ITIN must provide it on Form W-9.

Note. ITINs that haven't been included on a U.S. federal tax return at least once in the last 3 consecutive tax years will expire. Expired ITINs must be renewed in order to avoid delays in processing the ITIN holder's tax return. If the IRS deactivates the ITIN because it has expired, the ITIN may still be used on Form W-9. However, the ITIN holder will have to apply to renew the deactivated ITIN if there is a need to file a tax return. For more information, see the Instructions for Form W-7.

Substitute Form W-9

You may develop and use your own Form W-9 (a substitute Form W-9) if its content is substantially similar to the official IRS Form W-9 and it satisfies certain certification requirements.

You may incorporate a substitute Form W-9 into other business forms you customarily use, such as account signature cards. However, the certifications on the substitute Form W-9 must clearly state (as shown on the official Form W-9) that under penalties of perjury:

1. The payee's TIN is correct,
2. The payee is not subject to backup withholding due to failure to report interest and dividend income,
3. The payee is a U.S. person, and
4. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct.

You may provide certification instructions on a substitute Form W-9 in a manner similar to the official form. If you are not collecting a FATCA exemption code by omitting that field from the substitute Form W-9 (see [Payees and Account Holders Exempt From FATCA Reporting](#), later), you may notify the payee that item 4 does not apply.

You may not:

1. Use a substitute Form W-9 that requires the payee, by signing, to agree to provisions unrelated to the required certifications, or
2. Imply that a payee may be subject to backup withholding unless the payee agrees to provisions on the substitute form that are unrelated to the required certifications.

A substitute Form W-9 that contains a separate signature line just for the certifications satisfies the requirement that the certifications be clearly stated.

If a single signature line is used for the required certifications and other provisions, the certifications must be highlighted, boxed, printed in bold-face type, or presented in some other manner that causes the language to stand out from all other information contained on the substitute form. Additionally, the following statement must be presented to stand out in the same manner as described above and must appear immediately above the single signature line:

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

If you use a substitute form, you are required to provide the Form W-9 instructions to the payee only if he or she requests them. However, if the IRS has notified the payee that backup withholding applies, then you must instruct the payee to strike out the language in the certification that relates to underreporting. This instruction can be given orally or in writing. See item 2 of the *Certification* on Form W-9. You can replace "defined below" with "defined in the instructions" in item 3 of the *Certification* on Form W-9 when the instructions will not be provided to the payee except upon request. For more information, see Rev. Proc. 83-89, 1983-2 C.B. 613; amplified by Rev. Proc. 96-26, which is on page 22 of Internal Revenue Bulletin 1996-8 at [IRS.gov/pub/irs-irbs/irb96-08.pdf](https://www.irs.gov/pub/irs-irbs/irb96-08.pdf).

TIN Applied For

For interest and dividend payments and certain payments with respect to readily tradable instruments, the payee may return a properly completed, signed Form W-9 to you with "Applied For" written in Part I. This is an "awaiting-TIN" certificate. The payee has 60 calendar days, from the date you receive this certificate, to provide a TIN. If you do not receive the payee's TIN at that time, you must begin backup withholding on payments.

Reserve rule. You must backup withhold on any reportable payments made during the 60-day period if a payee withdraws more than \$500 at one time, unless the payee reserves an amount equal to the current year's backup withholding rate on all reportable payments made to the account.

Alternative rule. You also may elect to backup withhold during this 60-day period, after a 7-day grace period, under one of the two alternative rules discussed below.

Option 1. Backup withhold on any reportable payments if the payee makes a withdrawal from the account after the close of 7 business days after you receive the awaiting-TIN certificate. Treat as reportable payments all cash withdrawals in an amount up to the reportable payments made from the day after you receive the awaiting-TIN certificate to the day of withdrawal.

Option 2. Backup withhold on any reportable payments made to the payee's account, regardless of whether the payee makes any withdrawals, beginning no later than 7 business days after you receive the awaiting-TIN certificate.



The 60-day exemption from backup withholding does not apply to any payment other than interest, dividends, and certain payments relating to readily tradable instruments. Any other reportable payment, such as nonemployee compensation, is subject to backup withholding immediately, even if the payee has applied for and is awaiting a TIN.

Even if the payee gives you an awaiting-TIN certificate, you must backup withhold on reportable interest and dividend payments if the payee does not certify, under penalties of perjury, that the payee is not subject to backup withholding.

If you do not collect backup withholding from affected payees as required, you may become liable for any uncollected amount.

Payees Exempt From Backup Withholding

The following payees are exempt from backup withholding with respect to the payments below, and should enter the corresponding exempt payee code on Form W-9. You may rely on the payee's claim of exemption unless you have actual knowledge that the exempt payee code and/or classification selected are not valid, or if they are inconsistent with each other.

In that case, you may rely on the Form W-9 for purposes of obtaining the payee's TIN, but you must treat the payee as non-exempt. If the payee failed to enter an exempt payee code, but the classification selected indicates that the payee is exempt, you may accept the classification and treat the payee as exempt unless you have actual knowledge that the classification is not valid.

If the payee is not exempt, you are required to backup withhold on reportable payments if the payee does not provide a TIN in the manner required or does not sign the certification, if required.

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions, agencies, or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities;
5. A corporation;
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession;
7. A futures commission merchant registered with the Commodity Futures Trading Commission;
8. A real estate investment trust;
9. An entity registered at all times during the tax year under the Investment Company Act of 1940;
10. A common trust fund operated by a bank under section 584(a);
11. A financial institution;
12. A middleman known in the investment community as a nominee or custodian; or
13. A trust exempt from tax under section 664 or described in section 4947.

The following types of payments are exempt from backup withholding as indicated for payees listed in 1 through 13 above.

Interest and dividend payments. All listed payees are exempt except the payee in item 7.

Broker transactions. All payees listed in items 1 through 4 and 6 through 11 are exempt. Also, C corporations are exempt. A person registered under the Investment Advisers Act of 1940 who regularly acts as a broker also is exempt.

Barter exchange transactions and patronage dividends. Only payees listed in items 1 through 4 are exempt.

Payments reportable under sections 6041 and 6041A. Payees listed in items 1 through 5 generally are exempt.

However, the following payments made to a corporation and reportable on Form 1099-MISC, Miscellaneous Income, are not exempt from backup withholding.

- Medical and health care payments.
- Attorneys' fees (also gross proceeds paid to an attorney, reportable under section 6045(f)).
- Payments for services paid by a federal executive agency. (See Rev. Rul. 2003-66, which is on page 1115 of Internal Revenue Bulletin 2003-26 at [IRS.gov/pub/irs-irbs/irb03-26.pdf](https://www.irs.gov/pub/irs-irbs/irb03-26.pdf).)

Payments made in settlement of payment card or third party network transactions. Only payees listed in items 1 through 4 are exempt.

Payments Exempt From Backup Withholding

Payments that are not subject to information reporting also are not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A, 6050N, and 6050W and their regulations. The following payments generally are exempt from backup withholding.

Dividends and patronage dividends.

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident alien partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) distributions made by an ESOP.

Interest payments.

- Payments of interest on obligations issued by individuals. However, if you pay \$600 or more of interest in the course of your trade or business to a payee, you must report the payment. Backup withholding applies to the reportable payment if the payee has not provided a TIN or has provided an incorrect TIN.
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Other types of payment.

- Wages.
- Distributions from a pension, annuity, profit-sharing or stock bonus plan, any IRA, an owner-employee plan, or other deferred compensation plan.
- Distributions from a medical or health savings account and long-term care benefits.
- Certain surrenders of life insurance contracts.
- Distribution from qualified tuition programs or Coverdell ESAs.
- Gambling winnings if regular gambling winnings withholding is required under section 3402(q). However, if regular gambling winnings withholding is not required under section 3402(q), backup withholding applies if the payee fails to furnish a TIN.
- Real estate transactions reportable under section 6045(e).
- Cancelled debts reportable under section 6050P.
- Fish purchases for cash reportable under section 6050R.

Payees and Account Holders Exempt From FATCA Reporting

Reporting under chapter 4 (FATCA) with respect to U.S. persons generally applies only to foreign financial institutions (FFI) (including a branch of a U.S. financial institution that is treated as an FFI under an applicable intergovernmental agreement (IGA)). Thus, for example, a U.S. financial institution maintaining an account in the United States does not need to collect an exemption code for FATCA reporting. If you are providing a Form W-9, you may pre-populate the FATCA exemption code with "Not Applicable," "N/A," or a similar indication that an exemption from FATCA reporting does not apply. Any payee that provides such a form, however, cannot be treated as exempt from FATCA reporting. For details on the FATCA reporting requirements, including specific information regarding which financial institutions are required to report, see sections 1471 to 1474 and related regulations. See Regulations section 1.1471-3(d)(2) for when an FFI may rely on documentary

evidence to treat a U.S. person as other than a specified U.S. person and see Regulations section 1.1471-3(f)(3) for when an FFI may presume a U.S. person as other than a specified U.S. person.

If you receive a Form W-9 with a FATCA exemption code and you know or have reason to know the person is a specified U.S. person, you may not rely on the Form W-9 to treat the person as exempt from FATCA reporting. However, you may still rely on an otherwise completed Form W-9 to treat a person as a specified U.S. person. An exemption from FATCA reporting (or lack thereof) does not affect backup withholding as described earlier in these instructions. The following are not specified U.S. persons and are thus exempt from FATCA reporting.

- A. An organization exempt from tax under section 501(a), or any individual retirement plan as defined in section 7701(a)(37);
- B. The United States or any of its agencies or instrumentalities;
- C. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions, agencies, or instrumentalities;
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations 1.1472-1(c)(1)(i);
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations 1.1472-1(c)(1)(i);
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- G. A real estate investment trust;
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940;
- I. A common trust fund as defined in section 584(a);
- J. A bank as defined in section 581;
- K. A broker;
- L. A trust exempt from tax under section 664 or described in section 4947; or
- M. A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Joint Foreign Payees

If the first payee listed on an account gives you a Form W-8 or a similar statement signed under penalties of perjury, backup withholding applies unless:

1. Every joint payee provides the statement regarding foreign status, or
2. Any one of the joint payees who has not established foreign status gives you a TIN.

If any one of the joint payees who has not established foreign status gives you a TIN, use that number for purposes of backup withholding and information reporting.

For more information on foreign payees, see the Instructions for the Requester of Forms W-8BEN, W-8BEN-E, W-8ECI, W-8EXP, and W-8IMY.

Names and TINs To Use for Information Reporting

Show the full name and address as provided on Form W-9 on the information return filed with the IRS and on the copy furnished to the payee. If the payee has marked their address “NEW”, you should update your records. If you made payments to more than one payee or the account is in more than one name, enter on the first name line of the information return only the name of the payee whose TIN is shown on Form W-9. You may show the names of any other individual payees in the area below the first name line on the information return. Forms W-9 showing an ITIN must have the name exactly as shown on line 1a of the Form W-7 application. If you are a PFFI reporting a U.S. account on Form 8966, FATCA Report, and the account is jointly held by U.S. persons, file a separate Form 8966 for each holder.



For more information on the names and TINs to use for information reporting, see section J of the General Instructions for Certain Information Returns.

Notices From the IRS

The IRS will send you a notice if the payee's name and TIN on the information return you filed do not match the IRS's records. (See *Taxpayer Identification Number (TIN) Matching*, next.) If you receive a backup withholding notice, you may have to send a “B” notice to the payee to solicit another TIN. Pub. 1281, Backup Withholding for Missing and Incorrect Name/TIN(s), contains copies of the two types of “B” notices. If you receive a penalty notice, you also may have to send a solicitation to the payee. See Pub. 1586, Reasonable Cause Regulations and Requirements for Missing and Incorrect Name/TINs.

Taxpayer Identification Number (TIN) Matching

TIN Matching allows a payer or authorized agent who is required to file Forms 1099-B, DIV, INT, K, MISC, OID, and/or PATR to match TIN and name combinations with IRS records before submitting the forms to the IRS. TIN Matching is one of the e-services products that is offered and is accessible through the IRS website. Go to IRS.gov and enter “e-services” in the search box. It is anticipated that payers who validate the TIN and name combinations before filing information returns will receive fewer backup withholding (CP2100) notices and penalty notices.

Additional Information

For more information on backup withholding, see Pub. 1281.

EXHIBIT Q
RFP RFX No.: 3140003806
Most Recent Two Years of Compiled Financial Statements

(Attach Financial Statements)