

INVITATION TO BID 16-009

MAGIC RFX # 3160000662

Operation and Management of the Food Service

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

Contact Person: Stanley Brooks

662-745-6611 ext. 4257

IFB Issued via MAGIC, December 9, 2015

Bids Due: February 24, 2016 at 11:00 a.m. CST via
MAGIC

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SECTION 2 – DEFINITIONS

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

- 2.1 Agency – for the purposes of this IFB “agency” shall be defined as Mississippi Department of Corrections.
- 2.2 Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.3 Central Office – means MDOC’s Office located in Jackson, Hinds County, Mississippi – 633 North State Street, Jackson, MS 39202.
- 2.4 CMCf – means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.5 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.6 Contractor - means any person having a contract with a governmental body.
- 2.7 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.
- 2.8 Data - means recorded information, regardless of form or characteristic.
- 2.9 Day - means calendar day, unless otherwise specified.
- 2.10 Designee - means a duly authorized representative of a person holding a superior position.
- 2.11 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.12 The terms “Equipment and Organization,” as used herein, shall be construed to mean fully equipped, well organized company in line with the best business practices in the industry. The MDOC may consider any evidence available regarding the financial, technical and other qualifications and abilities of the bidder.
- 2.13 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.
- 2.14 May - denotes the permissive.
- 2.15 MDOC - means Mississippi Department of Corrections.
- 2.16 Bidder - means an individual/business that submits a bid in response to this Invitation for Bids.
- 2.17 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.18 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.
- 2.19 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. For the

sake of this IFB the Procurement Officer is Stanley Brooks, MDOC Director of Food Service.

- 2.20 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.21 Regulation - means a governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with the Mississippi Administrative Procedures Law, Mississippi Code Annotated §§ 24-43-1 et seq. (1972, as amended).
- 2.22 Services - mean the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.
- 2.23 Shall - denotes the imperative.
- 2.24 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.25 Subcontractor – For the purposes of the IFB, any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.26 Respondent – means an individual/business that submits a bid in response to this Invitation for Bids.
- 2.27 IFB – means Invitation for Bids.
- 2.28 CWC's – means Community Work Centers - housing up to 100 offenders – See Appendix E for locations
- 2.29 RC's – means Restitution Centers – Feeding up to 80 offenders – See Appendix E for locations
- 2.30 YOU – Youth Offender Unit located at the Central Mississippi Correctional Facility
- 2.31 Institutional Food Service – Food service related to institutional settings such as correctional facilities, jails, hospitals, mental health facilities, colleges, universities or other institutional settings.

SECTION 3. NOTICE TO RESPONDENTS

3.1 Invitation for Bids

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written bids for the Operation and Management of the Food Service at the Mississippi State Penitentiary (MSP), Parchman, MS, Central Mississippi Correctional Facility (CMCF) & Youth Offender Unit (YOU), Pearl, MS, and the South Mississippi Correctional Institution (SMCI), Leakesville, MS, the sixteen (16) Community Work Centers (CWC’s) and the four (4) Restitution Centers (RC’s) as identified in the attached Appendix E.

3.2 Submission of Bids

Written bids for the operation and management of food services will be accepted by the MDOC via MAGIC (Mississippi’s Accountability System for Government Information and Collaboration) until **11:00 a. m. CST, on February 24, 2016.**

3.3 General Information

3.3.1 For consideration, vendors must submit written bids via MAGIC and bids must contain evidence of the firm's experience and abilities in the institutional food service management area. Only directly related institutional food service will be considered. The IFB may be accessed via the MDOC website at <http://www.mdod.state.ms.us>.

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

SECTION 4. GENERAL INFORMATION

4.1 Purpose of IFB

The purpose of this Invitation for Bid is to obtain bids from qualified and interested bidders to provide for the Operation and Management of Food Services. One contract will be awarded to one vendor to provide for the Operation and Management of the Food Service at the above listed facilities. The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the IFB.

4.2 Terms of Proposed Contract

4.2.1 Upon acceptance of a bid by the MDOC, and receipt of signed contract, the successful vendor shall be obligated to deliver the stated services in accordance with the specifications in Section 5 of this IFB. The contract shall be for thirty-six (36) months beginning with breakfast on July 1, 2016.

4.2.2 The contractor must guarantee the prices for the first year of the contract. An increase in the contract prices will be allowed based on the Consumer Price Index as published each year in March not to exceed five (5) percent. The amount of the increase will be agreed upon prior to April 1st of each year of the contract.

- 4.2.3 Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of one (1) successive one-year period. The total number of renewal years permitted shall not exceed one. The terms and conditions of the contract will remain unchanged, except for an optional not to exceed five percent of the mutually agreed upon Consumer Price Index increase.
- 4.2.4 It shall be the responsibility of the bidder to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.
- 4.2.5 The bidder 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.
- 4.3 Type of Proposed Contract: Fixed Price Contract with Price Adjustment
- 4.4 Mandatory Pre-Bid Conference, Tours of Facilities, and Exit Conference
- 4.4.1 All prospective vendors are required to attend a pre-bid conference and a tour of the institutional facilities. The Pre-Bid Conference will be held:
- JANUARY 4, 2016
10:00 A.M. CST
ADMINISTRATION BUILDING
PARCHMAN, MISSISSIPPI
- 4.4.2 The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Because the MDOC considers the conference to be critical to understanding the bid requirements, attendance is mandatory in order to qualify as a bidder. Minutes of the conference will not be published.
- 4.4.3 If any information from the Pre-Bid Conference results in the need to change the IFB an amendment will be issued.
- 4.4.4 A tour of the kitchen facilities of all three institutions will be conducted according to the proposed Procurement Schedule in Section 4.9 below. These will be the only tours of the facilities available to vendors. MSP will be on January 4, 2016 at 10:00 a.m., CST, CMCF and YOU unit will be on January 5, 2016 at 9:00 a.m., CST, SMCI will be on January 6, 2016 at 9:00 a.m., CST and the exit conference at the Central Office will be on January 7, 2016 at 9:00 a.m. CST. Attendance is required for all 4 days.
- 4.4.5 Promptness is a necessity. COMMENTS MADE DURING THIS TOUR WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE TOUR.
- 4.4.6 A summary of the conferences and tours shall be supplied to all prospective bidders who attend all four days of the mandatory pre-bid conference, tours of facilities, and exit conference.

- 4.4.7 An attendance roster must be signed by a representative of all attendees. Because mandatory attendance is stipulated in the IFB, only bidders who arrived on time and who attended all four days of the mandatory conferences and tours, will be accepted. Late-comers may attend, but will not be allowed to sign the attendance roster.
- 4.5 Mandatory Authorization for Release of Information
- 4.5.1 The personnel (maximum of four (4)) who will be in attendance for the vendor's conference and facility tours must be preapproved to enter the facilities.
- 4.5.2 The enclosed AUTHORIZATION FOR RELEASE OF INFORMATION form (APPENDIX C) must be completed in its entirety for each person planning to attend the bidder's conference and tours.
- 4.5.3 The Authorization for Release of Information Form for each individual must be sent to Stanley Brooks, at P. O. Box 639, Parchman, MS 38738 or email to sbrooks@mdoc.state.ms.us.
- 4.5.4 The authorization forms must be received by Mr. Brooks no later than 2:00 p.m. CST on December 28, 2015.
- 4.6 Questions/Written Clarification to Specifications
- 4.6.1 Bidders are cautioned that any statements made by the contract or technical contract person that materially change any portion of the Invitation for Bid shall not be relied upon unless subsequently ratified by a formal written amendment to the Invitation for Bid.
- 4.6.2 If any bidder contemplating submitting a bid under this solicitation is in doubt as to the meaning of the specifications or anything in the IFB documents, the bidder must submit a "request of clarification" to Stanley Brooks, MDOC's Director of Food Service. All requests for clarification must be received by Stanley Brooks at SBrooks@mdoc.state.ms.us, or at P.O. Box 639, Parchman, MS 38738 by 4:00 p.m. CST on January 22, 2016.
- 4.6.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 4.6.4 Responses to the questions will be distributed no later than February 5, 2016 to each bidder via email.
- 4.6.5 Any questions received after the deadline will be answered at the discretion of the MDOC if time allows to meet the deadline for responses to questions.
- 4.6.6 A summary of all questions received by the deadline along with the MDOC responses shall be supplied to all prospective bidders known to have received an IFB and who attended the mandatory conferences and tours.
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- 4.7 Acknowledgement of Amendments to IFB/Specifications

Bidders shall acknowledge receipt of any amendment to the IFB by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the MDOC via MAGIC by the time and at the place specified for receipt of bids.

4.8 Procurement Schedule:

Dec 9, 2015 - IFB advertisement in newspaper and MAGIC

Dec. 16, 2015 – IFB second advertisement in newspaper

Dec. 28, 2015 – 2:00 p.m. CST, Deadline for Mandatory Authorization for Release of Information Forms

Jan. 4, 2016 - 10:00 a.m. CST, Mandatory Pre-Bid Conference and kitchen tours at MSP

Jan. 5, 2016 - 9:00 a.m. CST, Mandatory tour of Kitchen Facilities at CMCF

Jan. 6, 2016 - 9:00 a.m. CST, Mandatory tour of Kitchen Facilities at SMCI

Jan. 7, 2016 - 9:00 a.m. CST, Mandatory MDOC Central Office, Exit Conference

Jan. 22, 2016 – 4:00 p.m. CST, Deadline for Vendors Written Questions

Feb. 5, 2016 - Written Response to Vendors Questions

Feb. 24, 2016 - 11:00 a.m. CST, Deadline for submitting bids via MAGIC

Feb. 24, 2016 – 2:00 p.m. CST, Bid Opening at Central Office Purchasing Department, 633 North State Street, Jackson, MS 39202

Mar. 1, 2016 – Anticipated Completion of Evaluation

Mar. 4, 2016 – Anticipated Notice of Contract Award

Mar. 14-18, 2016 – Anticipated Post-Award Debriefings

Mar. 31, 2016 – 1:00 p.m. CST, Deadline for Protest

Apr. 12, 2016 – Anticipated deadline to submit for PSCRB Meeting

May. 17, 2016 – Anticipated PSCRB Meeting

July 1, 2016 - New Contract Begins

4.9 Rejection of Bids

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

4.9.1 The bid contains unauthorized amendments to the requirements of the IFB;

4.9.2 The bid is conditional;

4.9.3 The bid is incomplete or contains irregularities which make the bid indefinite or ambiguous;

4.9.4 The bid is received late; bids saved in MAGIC and not submitted are considered non responsive

4.9.5 The bid is not signed by an authorized representative of the bidder;

4.9.6 The bid contains false or misleading statements or references;

4.9.7 The bid ultimately fails to meet the requirements indicated in the IFB in some material aspect or is determined to be unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternatives or other acceptable criteria set forth in the IFB.

4.9.8 The bidder is determined to be non-responsive or non-responsible.

4.9.9 The bidder did not complete and/or sign the required appendixes and include as part of submission.

4.10 Informalities and Irregularities

4.10.1 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.

4.10.2 If insufficient information is submitted by a bidder with the bid, for the MDOC to properly evaluate the bid, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.11 Errors or Omissions

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

4.11.2 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 bid response is to be submitted.

4.11.3 MDOC will only grant waivers of minor defects or variations, obtain additional information to supplement insufficient, or allow conditional or qualified offers that will not compromise the competitive procurement process.

- 4.11.4 The MDOC reserves the right in its sole discretion to waive minor irregularities in bids. A minor irregularity is a variation of the IFB which does not affect the price of the bid, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Waivers, when granted, shall in no way modify the IFB requirements or excuse the party from full compliance with the IFB specifications and other contract requirements, if the party is awarded the contract.
- 4.12 Disposition of Bids
- All submitted bids become the property of the State of Mississippi.
- 4.13 IFB Does not Constitute Acceptance of Bid
- 4.13.1 The release of the Invitation for Bid 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.
- 4.13.2 MDOC reserves the right to accept or reject any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.
- 4.14 Exceptions and Deviations
- 4.14.1 Bidders taking exception to any part or section of the solicitation shall indicate such exceptions in the bid on Appendix A, Part 3 and shall be fully described. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written.
- 4.14.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.15 Non-Conforming Terms and Conditions
- 4.15.1 A bid that includes terms and conditions that do not conform to the terms and conditions in the Invitation for Bid is subject to rejection as non-responsive.
- 4.15.2 MDOC reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the MDOC of nonresponsiveness based on the submission of nonconforming terms and conditions.
- 4.15.3 MDOC will only grant waivers of minor defects or variations, obtain additional information to supplement insufficient, or allow conditional or qualified offers that will not compromise the competitive procurement process.
- 4.16 Bid Acceptance Period
- Bids shall remain binding through the date of contract execution.
- 4.17 Expenses Incurred in Preparing Bids
- MDOC accepts no responsibility for any expense incurred by the bidder for attending the mandatory pre-bid conferences, and tours or in the preparation and

presentation of a bid. Such expenses shall be borne exclusively by the bidder. MDOC will not provide reimbursement for such costs.

4.18 Trade Secrets and Proprietary Information

4.18.1 The bidder/proposer should mark any and all pages of the bid considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

4.18.2 Each page of the bid that the bidder considers trade secrets or confidential commercial or financial information **should be on a different color paper** than non-confidential pages and be marked in the upper right hand corner with the word "CONFIDENTIAL". Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

4.19 Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi. **Completion and submission of the signed Appendix B is mandatory.**

4.20 Certification of Independent Price Determination

The bidder certifies that the prices submitted in response to the IFB have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. **Completion and submission of the signed Appendix B is mandatory.**

4.21 Prospective Contractor's Representation Regarding Contingent Fees (To be placed in prospective Contractor's response bid or bid.) The prospective Contractor represents as a part of such Contractor's bid that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. **Completion and submission of the signed Appendix B is mandatory.**

4.22 Bidder Certification

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

4.23 Withdrawal of Bid

4.23.1 If a bidder's price is substantially lower than those of other bidders, a mistake may have been made.

4.23.2 A bidder may withdraw its bid from consideration if certain conditions are met:

1. The bid is submitted in good faith;
 2. The price bid is substantially lower than those of other bidders because of a mistake.
 3. The mistake is a clerical error, not an error of judgement; and,
 4. Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional omission of a quantity of labor or material.
- 4.23.3 To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the MDOC of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the MDOC all original work papers, documents, and other materials used in the preparation of the bid.
- 4.23.4 A bidder may also withdraw a bid, prior to the time set for the opening of bid, by simply making a request in writing to the MDOC. No explanation is required.

4.24 Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the MDOC upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

SECTION 5. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

5.1 Food Service Operation and Management

5.1.1 Institutions

The Mississippi Department of Corrections, herein after referred to as MDOC, is soliciting sealed bids for the management of its food service program.

The MDOC' largest institution is the Mississippi State Penitentiary, (MSP) located at Parchman, Mississippi, situated on approximately 15,000 acres in Sunflower County. It is comprised of 7 units, housing a maximum of 3,543 inmates. The MDOC operates two (2) other major institutions. The Central Mississippi Correctional Facility (CMCF), located at Pearl in Rankin County, has a capacity of 3,469 inmates. The South Mississippi Correctional Institution (SMCI), located at Leakesville in Greene County, has a capacity of 3,282 inmates. **See Appendix I for history of institutions meals served, medical diets and snack bags.**

The successful vendor will be responsible for the on-site management of the food service department which includes supplying and preparation of food at the Unit 30 kitchen and Unit 29 kitchen and delivery of up to three (3) meals per day, seven days per week to the 5 outer units at MSP. The vendor shall also be responsible for supplying and preparation of food at the CMCF and SMCI central kitchens and delivery of up to three (3) meals per day, seven days per week to the 7 outer units at CMCF and the 3 outer units at SMCI.

All pricing associated with the Institutions should be all inclusive with all costs associated with inmate meals (i.e., no hidden or additional fees) and should be expressed as rate per inmate per day and listed accordingly in Appendix A, Part 1.

5.1.2 Youth Offender Unit

The successful vendor will be responsible for providing three (3) meals and three (3) snacks per day for Youth Offenders housed at CMCF. The current capacity of the youthful offenders is approximately 60. The meals and snacks will be prepared in accordance with the National School Lunch Program guidelines and regulations. These meals may be prepared offsite at a location of the vendor's choice. If the meals are prepared offsite, the vendor will provide a qualified on site supervisor for preparation and delivery of the meals to the applicable Youth Offenders. This position is not included in the minimum staffing requirements. The vendor agrees that any reimbursements under the National School Lunch Program will be credited back to the MDOC. **See Appendix I for history of Youth Meals Served.**

All pricing associated with the Youthful Offender Unit should be all inclusive with all costs associated with inmate meals (i.e., no hidden or additional fees) and should be expressed as rate per inmate per day and listed accordingly in Appendix A, Part 2.

5.1.3 Community Work Centers and Restitution Centers

The MDOC also has sixteen (16) Community Work Centers and four (4) Restitution Centers located throughout the state with a combined current population of approximately one thousand eight hundred and thirty (1,830) inmates. **See Appendix I for populations of CWC and Restitution Centers**

The vendor shall be responsible for supplying and delivering food at the request of the MDOC (minimum of every two (2) weeks) and providing menus and recipes to the Community Work Centers and Restitution Centers located throughout the state. All pricing associated with the Community Work Centers and Restitution Centers should be all inclusive with all costs associated with inmate meals (i.e., no hidden or additional fees) and should be expressed as rate per inmate per day and listed accordingly in Appendix A, Part 3.

NAME OF FACILITY	LOCATION OF FACILITY	NUMBER INMATES
Mississippi State Penitentiary	Parchman, Sunflower County, MS	3,543
Central MS Correctional Facility	Pearl, Rankin County, MS	3,469
South Mississippi Correctional Facility	Leakesville, Greene County, MS	3,282
Community Work Centers (16)	Alcorn, Bolivar, Flowood, Forrest, George, Harrison, Jackson, Leflore, Madison, Noxubee, Pike, Quitman, Simpson, Washington, Wilkerson, and Yazoo Counties	1,600
Restitution Centers (4)	Hinds, Greenwood, Rankin, and Pascagoula, MS	230
Youth Offender Unit	Pearl, Rankin County, MS	60
TOTALS		12,184

5.1.4 Emergency Feeding

The vendor must have the ability to provide uninterrupted regulation approved food services in the event of an emergency, disaster, utility outage, or any other event that may close the MDOC kitchens. The proposal should include a continuity of operations plan that contains adequate equipment for feeding inmates during any emergency situations, which may include, but is not limited to natural and/or man-made disasters, power outages, gas outages, water outages, and/or any other events that may affect the MDOC kitchen operations. The emergency feeding plan may include off-site locations within close proximity to our three main MDOC facility locations, alternative on-site kitchens facilities that may be used on a temporary basis, provision of readily available USDA certified frozen meals or meals ready-to-eat (MRE's), and/or any other mechanism that ensures they continuity of the food services operation by the vendor.

5.1.5 Food Preparation

1. The selected contractor will be required to serve tasty, appetizing, wholesome quality food. The current menu is provided in **Appendix D** to this IFB.
2. The average daily caloric count is to be a minimum of 2,900 calories but may vary upward to meet specific inmate needs. All vendor's menus shall be prepared by a registered dietician employed by the vendor and approved by the MDOC Food Service Director. The menus shall be on file in the MDOC's Food Service Director's office.

3. The selected Contractor will provide proposed menus and project quarterly food costs to the MDOC for comments and suggestions for the menu conference held each quarter.
4. Modified and special diets are to be prepared and monitored when medically prescribed within the MDOC. All modified and special diets, diet instructions, and nutritional analysis will be prepared by a registered dietician employed by the vendor. Monthly documentation of these activities will be provided by the vendor to the MDOC. **See Appendix I for history of special diets.**
5. Snack bags consisting of two peanut butter and jelly sandwiches are provided to some work crews at the institutions. **See Appendix I for the history of the number of snack bags.**
6. Special menus are to be prepared for holidays such as Thanksgiving, Christmas, Independence Day, and for sanctioned Religious occasions, and other occasions as determined by the MDOC Commissioner.
7. In addition to meeting the MDOC's minimum standards, specific calorie counts and accepted nutritional analysis, the vendor will be expected to demonstrate to the MDOC that they will provide and maintain a consistent and reasonable level of quality food prepared and served. **Vendor must acknowledge that all food items will meet or exceed the specifications listed in Appendix F.**
8. Except for special diets, meal frequency shall be three (3) times a day, seven (7) days a week, fifty-two (52) weeks a year. The time differential between the evening meal and the next morning breakfast will be no more than fourteen (14) hours.

5.1.6 U.S.D.A. Commodities and Food Produced by MDOC

1. The MDOC qualifies to receive surplus commodities from the U.S. Department of Agriculture. There is no guarantee on the type, or quantity of, commodities that will be available. MDOC has not received any commodities from the U. S. Department of Agriculture in the past 9 years.
2. The successful contractor agrees to maximize the utilization of any food items obtained through the commodities program of the U.S. Department of Agriculture or any other similar food source, which will be credited against the weekly invoice at a value determined by the USDA.
3. The MDOC will be producing vegetables in their farm operations. Vegetables grown/produced and processed by the MDOC will be utilized and **WILL HAVE PRIORITY** over purchased items. These items will be credited against the weekly invoice. This value will be declared by the MDOC based on the USDA Fruit and Vegetable Terminal Markets Standard Report in Atlanta, Georgia adjusted for processing. **See Appendix I for history of MDOC vegetables produced.**

5.1.7 Vendor Responsibilities

The minimum requirements for the successful vendor will be:

1. Demonstrate institutional food service management experience, having prepared a minimum of [7500] meals per day at a single location. Vendor must submit a listing of past and present institutional consumers and contact persons, including number of meals served per day and type of labor utilized at each location.
2. Provide certified financial statements with notes reflecting a capability to sustain operations for the period.
3. Be fully responsible and accountable for all food service operations for the contract period.
4. Provide the adequate number of staff to deliver meals to all units of the Mississippi State Penitentiary, Central Mississippi Correctional Facility, and South Mississippi Correctional Facility in a timely fashion. Routine repair, maintenance, servicing and fuel costs of the vehicles furnished by the MDOC, not to include replacement of any equipment or major components thereof, will be the responsibility of the vendor. Vendor will provide timely notice of any equipment nearing end of useful life or otherwise requiring major repair or replacement for separate procurement by MDOC. The delivery system will be based on a minimum of two (2) routes at MSP, two (2) at CMCF, and two (2) at SMCI. **See Appendix J for list of vehicles.**
5. Comply with all applicable Federal, State, and local laws pertaining to food service operations and meet any court imposed requirements.
6. Supply to the MDOC Food Service Director all food specifications for products to be used by the vendor.
7. Agree to use farm produce provided by MDOC at a value to be determined by the MDOC with a credit issued for such products on the weekly invoice.
8. Agree to maximize the use of any food items obtained through the Commodities Program of the U.S. Department of Agriculture or any other similar source. Such items will be credited against the weekly invoice.
9. Be responsible for warehousing and issuing all food and food service supplies stored at all Central Kitchen warehouse facilities and all vendor operating kitchens.
10. Develop an emergency plan to enable the vendor to provide a minimally adequate food service to all units and facilities during any emergency situation.
11. The purpose of transition planning is to layout the tasks and activities that need to take place to efficiently deliver the services requested in this IFB to insure that the vendor can provide the services without interruption in inmate food services. Provide an operating transition plan that will include risks and contingencies, strategies, transaction schedule, transition resources, reporting and communication procedures, and transition team. The transition team

schedule must include the number of on-site personnel, their functions, and the length of stay for each. Any costs associated with the transition period should be included in the amounts bid on the Daily Meal Costs sheets in Appendix A, Part 1, 2, and 3.

12. Provide a schedule of the proposed delivery system, reflecting time requirements for delivery to all units at MSP, CMCF, YOU Unit and SMCI.
13. Be responsible for routine maintenance and servicing the kitchen equipment, including but not limited to ovens, griddles, tilt skillets, steam kettles, slicers, choppers, etc. within the operating kitchens at each major facility not to include replacement of any equipment or major components thereof. Vendor will provide timely notice of any equipment nearing end of useful life or otherwise requiring major repair or replacement for separate procurement by MDOC. The operating kitchens are defined as the Unit 30 Kitchen and Unit 29 Kitchen at MSP, Central Kitchen at CMCF, and Central Kitchen at SMCI. **See Appendix J for list of equipment.**
14. Be responsible for contracting for dishwashing equipment and supplies at the institutions. The vendor will also be responsible for providing maintenance and necessary supplies for the two (2) flight type dishwashing units at MSP Unit 29, one (1) flight type dishwashing unit at CMCF and one (1) flight type dishwashing unit at SMCI which are owned by the MDOC. Vendor will be responsible for leasing and maintaining the following:

Item	Description	MSP	CMCF	SMCI
A	Single Tank Dishwashers	6		
B	Large Double Tank Dishwashers	2	7	4

15. Dishwashers, pots and pans washers, rack washers, Alvey pot washers, power soak equipment and kitchen sink chemicals and/or soaps will be furnished by the contractor at all units at the three (3) institutions.
16. Develop and maintain an automated inventory management system on all food and food service supplies stored at the Central Kitchen warehouse facilities on a current basis (daily).
17. Provide periodic reviews of overall operations by vendor's corporate management and submit monthly reports to the MDOC Food Service Director. These reports shall include the following:
 - A. Inventory of food products
 - B. Menus - Regular, special, modified
 - C. Provision of recipes
 - D. Nutritional Analysis
 - E. Cost per meal per inmate per day

F. Maintenance reports

G. Other reports as deemed necessary or requested by the MDOC

18. The vendor shall provide adequate on-site management staff to include, but not limited to, all hours that production kitchens are open at MSP, CMCF and SMCI. The vendor must also provide a detailed staffing plan and schedule for all locations. The vendor will submit resumes of the primary site manager, district manager, and the support staff. District managers and primary managers will be dedicated solely to the food service operations of the MDOC.
19. The vendor will be responsible for correctional and/or prison food services management, meaning providing intense instruction and supervision of all inmate labor (i.e. telling them what to do, when to do it, what to cook, how long to cook, etc.). For the most part the inmates will load food into ovens, kettles, and/or pots, stir kettles or pots, empty kettles or pots, etc.
20. The bidder must establish or have in place, if awarded the contract, a regional office in the State of Mississippi which must be maintained throughout the term of the contract. The office cannot be located at any of the MDOC facilities.

5.1.8 Vendor Staffing Requirements

1. Food Service Managers. From the time the contract is initiated, the successful vendor shall assign on-site Food Service Managers for the duration of the contract. Food Service Managers shall be trained, experienced and knowledgeable of food services in a prison facility. Such managers shall be subject to review by the MDOC. Resumes, including correctional experience, are to be submitted to the MDOC upon request. In the event District Managers and/or Food Service Managers are absent because of illness, vacation, or any other reason, an acceptable alternative shall be provided as a replacement. Resumes are to be submitted to the MDOC Food Service Director when replacements become necessary. The replacement managers are to be preapproved by the MDOC so immediate management is always available when required.
2. All on-site employees must:
 - A. Be well trained, honest, and reliable.
 - B. Be knowledgeable of and meet all requirements of the FDA, Mississippi State Department of Health and MDOC rules and regulations concerning food service. Currently Serv Safe is the certification required. All costs associated with obtaining such certification and tests shall be borne by the vendor. The rules and regulations of the FDA and Mississippi State Department of Health may be found at www.msdh.state.ms.us.
 - C. Be subject to background checks conducted by the MDOC. The MDOC must be advised and grant prior approval for any employee of the vendor that has any criminal record. Staff terminated from employment by the MDOC cannot be employed by the vendor without prior written approval

from the Commissioner of the MDOC. All employees must be approved and background checks shall be conducted by the MDOC Criminal Investigative Division.

- D. All vendor employees must possess a valid driver's license throughout the term of their employment related to this contract. All employees must maintain a safe driving record and any major infraction should be reported to the MDOC Food Service Director.
- E. Actively participate in forty (40) hours of the MDOC approved in-service training each year. This training can be provided by the vendor on safety, sanitation and food handling as well as on-going in-service training provided by the MDOC. All new employees must attend the (40) forty hours MDOC orientation, plus actively participate in forty (40) hours of the MDOC approved in-service training during the first year of their employment.

3. The following is the minimum staff required by the MDOC for this contract:

STAFF CATEGORY	TITLE	MINIMUM STAFF	MSP	CMCF	SMCI
Management	District Manager	1	1		
	Assistant District Manager	1	1		
	Primary Site Manager	4	2	1	1
	Production Manager	3	1	1	1
	Food Service Supervisor	18	10	4	4
	Registered Dietician*	1	1		
	Maintenance and Asset Manager	3	1	1	1
	Maintenance Manager	1	1		
	Quality Control Manager	3	1	1	1
	Warehouse Manager	4	2	1	1
	Warehouse Inventory Manager	1	1		
Food Delivery	Route Truck Driver**		**	**	**
	18 Wheeler Driver	1	1		
	Warehouse Driver	1	1		
	TOTAL MINIMUM STAFF	42	24	9	9

*For all three facilities

**As many as needed

The titles listed above are the current titles in use by MDOC. The position titles are irrelevant so long as the bidder's positions are capable of providing the services requested in the IFB. A brief job description of each is listed below.

District Manager – Position is responsible for the oversight of the food services at the three institutions. Position is the contact person for all food service issues relating to the contract.

Assistant District Manager – Position is responsible for managing the daily operations of the assigned units at MSP. Position assists and trains unit management, professional and hourly staff.

Primary Site Manager – Position responsible for the procurement, production and serving and/or delivery of all meals to the offenders. Oversees and maintains the personnel and documentation of all unit employees

Production Manager – Position oversees the production and planning of all meals for offenders. Supervises employees and offenders to meet the contract obligations. Ensures that all meals are produced and served in compliance with MDOC standards.

Food Service Supervisor – Position is responsible for hands on supervision of offenders in the production of meals in accordance with the contract.

Registered Dietician – Position is responsible for the preparation and analysis menus for nutritional value.

Maintenance and Asset Manager – Position is responsible for directing and coordinating maintenance and installation of machines, tools and equipment. Develops preventative maintenance programs. Maintains MDOC assets that are assigned to vendor.

Maintenance Manager – Position is responsible for maintaining equipment, tools and equipment.

Quality Control Manager – Position is responsible for the sanitation, portion control, and delivery of meals to offenders. Oversees and maintains all in service training.

Warehouse Manager – Position is responsible for warehousing and shipping food items to the central kitchens.

Warehouse Inventory Manager – Position is responsible for maintaining inventory of all food products and ordering of food products for central kitchens at MSP.

Route Truck Drivers – Position is responsible for delivering food from the central kitchens to the outer units at the institutions.

18 Wheeler Driver – Position is responsible for driving tractor trailer delivering food items from MSP to CMCF, SMCI, CWC's and RC's as needed.

Warehouse Driver – Position is responsible for delivering food items from the warehouse and cold storage at MSP to the central kitchens.

4. Food Delivery:

- A. Drivers to deliver food to each MSP, CMCF, and SMCI Housing Unit three meals per day, seven days per week for two (2) routes at MSP, two (2) at CMCF and two (2) at SMCI. Drivers will be responsible for picking up the MDOC's empty food transport equipment from each housing unit, as well as their return transportation.
 - B. Arrange for the delivery of food items and supplies to each housing unit, sixteen (16) Community Work Centers, four (4) Restitution Centers, CMCF and SMCI as needed and/or required by the MDOC (no less than every two weeks) and other meal related deliveries and pickups as capacity of freezers and needs require.
5. Positions not filled within thirty (30) days shall be cause for the MDOC to withhold payment equal to the salaries of the vacant positions.

5.1.9 MDOC Responsibilities

The MDOC will:

- 1. Be responsible for all related supplies (paper, cleaning, serving and dining wares) purchasing in full compliance with Mississippi statutes.
- 2. Provide all utilities except long distance telephone services and fax machines.
- 3. Furnish and maintain ownership to all property and vehicles and verify with the contractor an itemized inventory of all property prior to the signing of the contract. The completed inventory shall be signed by both parties, attached to the contract as a part thereof.
- 4. Retain the right to examine and audit all records and documents of the contractor pertinent to the contract.
- 5. Provide security within the kitchen of each facility used as production sites by the vendor. Housekeeping and inmate job assignments are the responsibility of the vendor.
- 6. Provide inmate labor as required by staffing needs.
- 7. Provide vehicles for the delivery of meals at the institutions.

5.2 Quality Assurance

- 5.2.1 Copies of the selected contractor's product specifications will available for review and forwarded to the MDOC Food Service Director or designee within 48 hours after requested.

- 5.2.2 The selected contractor will be expected to provide samples free of charge for testing to ascertain the most acceptable/appropriate products to meet MDOC needs.
- 5.2.3 Product quality testing will be conducted by the MDOC Food Service Director or designee at the location of his/her choice on an as needed basis or by random sampling according to existing procedures. At the beginning of the proposed contract, the MDOC anticipates the need for a large amount of can-cutting and product testing to decide the quality level of the items to purchase. A select number of MDOC personnel will attend these testing sessions. Throughout the contract, additional testing will be performed at the request of the MDOC Food Service Director or designee.
- 5.2.4 The MDOC Food Service Director or designee will serve on the selected contractor's purchasing committee to ensure that quality food products are obtained at the best possible price.
- 5.2.5 Due to the seasonality of produce and fresh fruit, quantities and price will be reviewed to determine if these products will be included on the menus.

5.3 Market Information

- 5.3.1 The MDOC expects the selected contractor to provide the MDOC Food Service Director with market information relating to product condition and quality, pricing trends and new products and, if appropriate, the contractor shall make recommendations on more appropriate products to use.
- 5.3.2 The MDOC expects the contractor to provide a weekly communication describing produce conditions and availability.
- 5.3.3 Substitutions and Shortages. All substitutions must be approved by the MDOC Food Service Director or designee. Substitutions must be equal to or better than the contracted items.

5.4 Menu Cycle

- 5.4.1 The menu cycle will be six (6) months.
- 5.4.2 Each quarter the MDOC Food Service Director or designee will hold a menu conference with the selected contractor to discuss possible menu changes for the next menu cycle.

5.5 Insurance

- 5.5.1 Copies of insurance certificates shall be filed with the MDOC Director of Ag Enterprises within ten (10) days of award notice, and before the effective date of the contract. Vendor shall maintain throughout the term of the contract, at their expense, the established levels of insurance as shown below for Workers' Compensation, Comprehensive General Liability and Property Insurance.

Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

5.5.2 Workers' Compensation and Employees Liability in an amount of not less than one hundred thousand (\$100,000) dollars.

5.5.3 Comprehensive General (Public) Liability to include (but not limited to) the following:

1. Premises/Operation
2. Independent Contractors
3. Personal Injury
4. Contractual Liability-Bodily Injury \$1,000,000.00 per occurrence
5. Property damage \$1,000,000.00 per occurrence
6. Automobile Liability \$1,000,000.00 per occurrence
7. Fidelity Bond on contractor's employees at \$50,000

5.5.4 Prior to the effective date of the contract, the successful bidder shall furnish the MDOC with an appropriately executed certificate of insurance. Such certificate shall identify the Contract and contain provisions that coverage afforded under the policies shall not be canceled, terminated or materially altered. All insurance certificates will provide coverage to the MDOC as an additional insured.

5.5.5 Failure on the part of the successful bidder to procure and maintain the required insurance and provide proof thereof to the MDOC, shall constitute a material breach of the Contract, upon which the MDOC may immediately terminate the Contract.

5.5.6 Performance Bond

The successful bidder shall establish and furnish, to the MDOC, a performance bond in the amount of \$100,000.00. Said performance bond shall be in the form of bond issued by an insurance company licensed in the State of Mississippi and countersigned by an agent resident in Mississippi. Said performance bond shall be in force for the life of the contract.

5.6 Billing

The successful bidder shall bill MDOC at the corresponding Cost Per Inmate Per Day on a weekly basis based on the daily midnight count provided by the inmate locator offices. The billing cycle will be Saturday through Friday. The weekly invoice will contain the total population for the week, the corresponding price and the total for each facility. A detail showing the count by day for each facility will be provided as backup for the invoice.

SECTION 6. REQUIRED FORMAT AND CONTENTS OF BIDS

- 6.1 Required Bid Format and Content for MDOC IFB 16-009, MAGIC RFX # 3160000662
- 6.1.1 Bids must be organized and submitted in the format set forth below in order for MDOC to conduct a uniform and objective review of all bids. Failure to follow this format may be cause for rejection of a bid.
- 6.1.2 The following information must be included with all bids. Failure to provide any of the information requested is grounds for the MDOC to reject a bid.
1. **Title Page.** This title page should reflect the Invitation for Bid subject, Name of the firm, address, telephone number, contact person and date of preparation. The contact person will be responsible for answering any and all questions regarding the bid.
 2. **Table of Contents.** The Table of Contents must indicate the material included in the bid by section and page number. A bidder's Table of Contents should mirror this Section 6.1.2 of the MDOC Invitation for Bid.
 3. **Letter of Transmittal.** Please limit to two pages. A letter of transmittal must be submitted with the bidder's bid. The letter must include:
 - A. A statement of the bidder's understanding of the services required in Section 5 of this IFB.
 - B. The names of the persons who are authorized to make representations on behalf of the bidder (include their titles, addresses, and telephone numbers).
 - C. A statement that the individual who signs the transmittal letter is authorized to bind the bidder to contract with the MDOC.
 4. **Profile of the Bidder.** Include a narrative profile of the bidder which includes:
 - A. Description of the Bidder. The name of the bidder, the principle location of the bidder's place of business and whether the bidder is a local, regional, national, or international firm.
 - B. Ownership and Staffing. A comprehensive list of the names and titles of the members, partners, officers, management, and staff of the bidder's firm. In naming these individuals, include an outline of your corporate structure and identify each individual with an ownership interest.
 - C. Previous Operations. How long the firm has been in business under the name and structure and the average number of employees over the previous ten (10) years. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.
 - D. Personnel Assigned to Proposed Contract. Include the number of partners, associates, supervisors, and other staff employed at each location that will be used in servicing the contract with the MDOC and provide a resume or brief biography on each listing abilities, qualifications and experience.

- E. Previous Contracts. A narrative description of five (5) contracts performed in the past ten (10) years by the bidder under which services similar in scope, size, or discipline requested by this IFB were performed or undertaken.
- F. References. Provide a minimum of four (4) references for contracts performed in the past three (3) years. Provide complete current addresses and telephone numbers for each reference, as well as the name, title, and telephone number of a contact person. The contact person shall be knowledgeable of the contracts and shall be able to answer any questions concerning such contract. Describe the contract, the scope of the contract, the length of the contract and the dollar value of the contract for each reference. References will be contacted and each bidder scored based on the Reference Score Sheet included at Appendix G.
- G. Employee Benefit Package. Explain your Employee Benefit Package of your company. This would include the pay scale for each level of employee that is requested along with other benefits – i.e. hospital insurance, etc.

5. Costs and Guarantees

- A. In a narrative format, explain the annual budget for operation and management of food services and delivery at the facilities indicated. Provide line item cost category detail as to how the bidder arrived at the cost per inmate per day.
- B. Include a cost per inmate per day for the first year of the contract. The calculated cost shall include the cost of all services to be provided by the bidder plus all operational cost. The contract price will be allowed an increase based on the Consumer Price Index as published in March of each year limited to a maximum of five (5) percent. The MDOC and the vendor will agree on the increase by April 1st of each year of the contract.
- C. The cost shall be based upon a combined institutional inmate capacity as stated in the Daily Meal Costs as listed in Appendix A, Parts 1, 2, and 3.
- D. Once the yearly contract price has been agreed upon, no increase shall be allowed during the year unless Government Regulations result in additional taxes, i.e. Social Security Withholding taxes, or increase in minimum wages.

6. Minimum Required Documents:

- A. Certified Financial Statements with notes for each of the two most recently completed fiscal years
- B. Resumes of Executive Staff, Operations Manager, District Manager, Assistant District Manager, Primary Site Manager, Production Managers, Dietician
- C. Staffing Pattern to include a schedule showing daily shifts for required personnel at all facilities Saturday through Friday
- D. Daily Meal Cost Price Sheets. These price sheets must be completed in accordance with the format as shown in Appendix A, Part 1, Part 2 and Part 3.

- E. Acknowledgement that all food items will meet or exceed the specifications listed in Appendix F
- F. Proposed emergency feeding plan
- G. Schedule of proposed delivery system
- H. Listing of institutional food service management experience
- I. Certifications Form, Appendix B.

The MDOC reserves the right to award the contract to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB. The MDOC also reserves the right to accept or reject, in whole or in part, all bids submitted and/or to cancel this Invitation for Bid.

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

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

7.1 Qualifications of Bidder

- 7.1.1 The bidder may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
- 7.1.2 The bidder may be required to give a past history and references in order to satisfy the MDOC in regard to the bidder's qualifications.
- 7.1.3 The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the MDOC all information for this purpose that may be requested.
- 7.1.4 The MDOC reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the MDOC that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.
- 7.1.5 Evaluation of the bidder's qualifications shall include:
 - 1. the ability, capacity, skill, financial resources to perform the work or provide the service required;
 - 2. the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
 - 3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,

4. the quality of performance of previous contracts or services.

7.2 Evaluation

7.2.1 The evaluation process will be completed by MDOC staff to determine the following.

1. Did the bidder attend the Pre-Bid and Exit Conference?
2. Did the bidder attend all of the Tour of Facilities?
3. Did the bidder submit Appendix C to this IFB - the Authorization for Release of Information – completed on each individual attending the Tour of Facilities by the date and time specified?
4. Is the bid package in the format outlined in Section 6.1.2?
5. Was the bid submitted by the date and time specified?
6. Does bid have the Title Page with required information?
7. Does the bid have the Table of Contents with required sections and page numbers?
8. Does the bid have the required Letter of Transmittal with required information?
9. Does the bid have Profile of the Bidder?
10. Does the bid have Costs and Guarantees?
11. Does the bid have the Minimum Required Documents listed in Section 6.1.2 (6)?

Minimum Required Documents are:

- A. Certified Financial Statements with notes for each of the two most recently completed fiscal years
- B. Resumes of Executive Staff, Operations Manager, District Manager, Assistant District Manager, Primary Site Managers, Production Managers, Dietician
- C. Staffing Pattern to include a schedule showing daily shifts for required personnel at all facilities Saturday through Friday
- D. Daily Meal Cost Price Sheets. These price sheets must be completed in accordance with the format as shown in Appendix A, Part 1, Part 2 and Part 3.
- E. Acknowledgement that all food items will meet or exceed the specifications listed in Appendix F
- F. Proposed emergency feeding plan
- G. Schedule of proposed delivery system
- H. Listing of Institutional Facilities Experience
- I. Certifications Form, Appendix B.

12. Does the bid acknowledge that all food items will meet or exceed the specifications listed in Appendix F?
13. Did the bid contain pricing as requested in Appendix A?
14. Did the bid demonstrate institutional food service management experience in 5.1.7.1?

15. Did the bid address emergency feeding plan in 5.1.7.10?
16. Did the bid provide a schedule of the proposed delivery system in 5.1.7.12?
17. Do all terms and conditions in bid response conform to the terms and conditions in the Invitation to Bid?

The bidders whose bids are in the order above and have the required content will be considered “responsive.” If the answer to any of the questions numbered one (1) through seventeen (17) above is “NO” the bidder will be considered “non-responsive” and the bid put aside. MDOC staff will immediately notify the “non-responsive” bidder that their bid will not be considered and why it will not be considered.

- 7.2.2 See Appendix H for an example of how the price computation will be evaluated. This is for illustrative purposes only. The example rates per day and costs may not reflect actual rates or costs on current contracts and may be higher or lower than current rates or costs. This information should not be relied upon when submitting a bid.
- 7.2.3 A log of all bids received will be maintained in MAGIC as bids are received to include the day and time received. Bids will be opened publicly in the presence of one or more witnesses on February 24, 2016 at 2:00 p.m., CST at the purchasing office located at 633 North State Street, Jackson, MS 39202. The public and/or bidders are welcome to attend; however, this will include opening, reading and listing the bid prices only. No discussions will be entered into with any bidder as to the quality or provisions of the specifications and no award will be made or either stated or implied at the bid opening. A log of those in attendance will maintained.

7.3 Debriefing Request

- 7.3.1 A vendor, successful or unsuccessful, that submitted a bid for this IFB may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission within three (3) business days of notification of the contract award, to be received by Mr. Stanley Brooks, Director of Food Service, P. O. Box 639, Parchman, MS 38738, or by email at sbrooks@mdoc.state.ms.us.
- 7.3.2 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 MDOC 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.
- 7.3.3 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.

7.4 Protest

- 7.4.1 Any actual or prospective bidder, offerer, or contractor who is aggrieved in connection with this solicitation or the outcome of this IFB may file a protest with Stanley Brooks, MDOC Food Service Director, P. O. Box 639, Parchman, MS 38738. The protest shall be submitted on or before 1:00 PM CST, Friday, March 31, 2016, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting bidder must provide facts and evidence to support the protest. A protest is considered filed when received by Stanley Brooks via either U.S. mail, postage prepaid, or by personal delivery. Protests received after 1:00 PM CST, Friday, March 31, 2016, will not be considered.

SECTION 8. STANDARD TERMS AND CONDITIONS

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

8.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

8.2 Availability of Funds

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

8.3 Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the MDOC to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the MDOC, which the MDOC may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the MDOC

of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

8.4 Antitrust

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

8.5 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

8.6 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

8.7 Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations and the Public Procurement Review Board Rules and Regulations. A copy of the Mississippi Personal Service Contract Review Board Rules and Regulations is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>. A copy of the Public Procurement Review Board Rules and Regulations is available 501 North West Street, Suite 1301, Woolfolk Building, Jackson, Mississippi 39201 or downloadable at <http://www.dfa.ms.gov>.

8.8 Approval

It is understood that this Contract requires approval by the Personal Service Contract Review Board and is void and no payment shall be made in the event that the Personal Service Contract Review Board does not approve this contract.

8.9 Compliance with Laws

Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

8.10 Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that MDOC is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§25-61-1 et seq. (1972, as amended). If a public records request is made for any information provided to MDOC pursuant to the agreement, MDOC shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

8.11 Contractor Personnel

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

8.12 E-Verification

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 Ann. §§ 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the EVerify Program, or any other successor electronic verification system replacing the EVerify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this agreement may subject Contractor to the following:

- A. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- B. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- C. Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

8.13 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MDOC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the MDOC within forty-five (45) days of receipt of invoice. Miss. Code Ann. §31-7-305 (1972, as amended).

8.14 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.

8.15 Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

8.16 Change in Scope of Work

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

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

8.17 Stop Work Order

8.17.1 Order to Stop Work. The Procurement Officer of MDOC, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a

specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

1. Cancel the stop work order; or,
2. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

8.17.2 Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

8.17.3 Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

8.17.4 Adjustments of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

8.18 Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.

8.19 Failure to Enforce

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

8.20 Force Majeure

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

8.21 Indemnification

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

8.22 Independent Contractor Status

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

Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

8.23 Insurance

Contractor represents that it will maintain insurance which, at a minimum shall include the following types of insurance and coverage limits at their expense. All insurances will provide coverage to the MDOC as an additional insured. Copies of insurance certificates shall be filed with the MDOC Director of Ag Enterprises within ten (10) days of award notice, but no later than the effective date of the contract.

8.23.1 Workers' Compensation and Employees Liability in an amount of no less than one hundred thousand (\$100,000) dollars.

8.23.2 Comprehensive General (Public) Liability to include (but not limited to) the following:

1. Premises/Operation
2. Independent Contractors
3. Personal Injury
4. Contractual Liability-Bodily Injury \$1,000,000.00 per occurrence
5. Property damage \$1,000,000.00 per occurrence
6. Automobile Liability \$1,000,000.00 per occurrence
7. Fidelity Bond on contractor's employees at \$50,000

8.24 Performance Bond

The Contractor shall establish and furnish, to the MDOC, a performance bond in the amount of \$100,000.00. Said performance bond shall be in the form of bond issued by an insurance company licensed in the State of Mississippi and countersigned by an agent resident in Mississippi. Said performance bond shall be in force for the life of the Contract.

8.25 Legal Action

The MDOC will be responsible for all legal actions filed which name the MDOC as a defendant, when MDOC personnel are involved or when applicable MDOC rules and regulations are at issue. Responsibility of defense of legal actions against the Contractor will be that of the Contractor.

8.26 No Limitation of Liability

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

8.27 Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth

below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

Marshall Fisher, Commissioner,
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202

8.28 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.

8.29 Ownership of Documents and Work Papers

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

8.30 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.

8.31 Record Retention and Access to Records

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

commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

8.32 Recovery of Money

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

8.33 Right to Inspect Facility

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

8.34 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.

8.35 Termination for Convenience

8.35.1 Termination. The Procurement Officer of the MDOC may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

8.35.2 Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the MDOC. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

8.36 Termination for Default

8.36.1 Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of the MDOC may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer

time specified in writing by the Procurement Officer, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

8.36.2 Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

8.36.3 Compensation. Payment for completed services delivered and accepted by the MDOC shall be at the contract price. The MDOC may withhold from amounts due Contractor such sums as the Procurement Officer deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

8.36.4 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

Upon request of Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

8.36.5 Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason

that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

8.36.6 Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

8.37 Third Party Action Notification

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

8.38 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. §§ 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§ 27-104-151 *et seq.* (1972 as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by 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.

8.39 Unsatisfactory Work

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

8.40 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.

8.41 Renewal of Contract

Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by the MDOC for a period of one (1) successive one-year period. The total number of renewal years permitted shall not exceed one. The terms and conditions of the contract will remain unchanged, except for an optional not to exceed five percent of the mutually agreed upon Consumer Price Index increase.

8.42 Right to Audit

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

8.43 Priority

The contract consists of this agreement, the invitation to bid numbered 16-009 - MAGIC RFX numbered 3160000662 (hereinafter "IFB" and attached as Schedule [____]), and the response bid by Contractor dated [____] (hereinafter "Bid" and attached as Schedule [____]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement or attached Schedules [____] or [____] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

SECTION 9. APPENDICES

APPENDIX A

PART 1 Daily Meal Costs

Expressed as cost per inmate per day

POPULATION	COST PER INMATE PER DAY
6600 – TO – 6899	
6900 – TO – 7199	
7200 – TO – 7499	
7500 – TO – 7799	
7800 – TO – 8099	
8100 – TO – 8399	
8400 – TO – 8699	
8700 – TO – 8999	
9000 – TO – 9299	
9300 – TO – 9599	
9600 – TO – 9899	
9900 – TO – 10199	
10200 – TO – 10499	
10500 – TO – 10799	
10800 - & - ABOVE	

All pricing associated with the Institutions should be all inclusive with all costs associated with inmate meals (i.e., no hidden or additional fees) and should be expressed as rate per inmate per day and listed accordingly in Appendix A, Part 1.

Company Representative

Date

APPENDIX A

PART 2

Daily Meal Cost

Expressed as cost per Youth Offender per day

Average Number of Youth Offenders Per Day:	Rate per Youth Offender per Day:
1 – to - 15	
15 – to - 19	
20 – to – 24	
25 – to – 29	
30 – to – 34	
35 – to – 39	
40 – to - 44	
45 – to - 49	
50 and over	

All pricing associated with the Youthful Offender Unit should be all inclusive with all costs associated with inmate meals (i.e., no hidden or additional fees) and should be expressed as rate per inmate per day and listed accordingly in Appendix A, Part 2.

Company Representative

Date

APPENDIX A

PART 3 Daily Meal Cost

Expressed as Cost per CWC and RC inmate per day _____

All pricing associated with the Community Work Centers and Restitution Centers should be all inclusive with all costs associated with inmate meals (i.e., no hidden or additional fees) and should be expressed as rate per inmate per day and listed accordingly in Appendix A, Part 3.

Requested Exceptions and/or Deviations

Company Representative

Date

APPENDIX B

CERTIFICATIONS

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such bidder's bid that such bidder

HAS / HAS NOT (circle applicable word or words)

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The prospective contractor certifies that the prices submitted in response to the IFB have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

DEBARMENT

The prospective contractor certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

By signing below, I certify that the certifications above are true and correct to the best of my knowledge.

Company Name

Date

Company Representative

*Note: Please be sure to **circle the applicable word or words** in the Prospective Contractor's Representations Regarding Contingent Fees. Failure to circle the applicable word or words and/or to sign the bid form may result in the bid being rejected as nonresponsive.*

APPENDIX C:
COMPLETE ALL INFORMATION

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

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

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

PRIVACY ACT NOTICE

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

Mississippi Department of Corrections
3rd & 4th Quarter 2015
Cycle 1

APPENDIX D

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast						
Oatmeal 8 oz 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Grits 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cereal 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cheese Grits 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Oatmeal 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cereal 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Oatmeal 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Steak 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Eggs 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sausage Gravy 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sausage Patty 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Fried Bologna 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sausage Gravy 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Eggs 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Biscuit 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Potatoes 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Potatoes 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Pancakes 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Biscuit 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Potatoes 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Bacon 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Jelly 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Syrup 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Jelly 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Biscuit 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Biscuit 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Coffee 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Jelly 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Sugar 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Coffee 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Milk 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Milk 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Milk 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Milk 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Milk 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Milk 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sugar 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Margarine 1 ea 1 ea 1 ea 10 oz 2 ea 8 oz 2 T	Margarine 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Margarine 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Margarine 8 oz 1 ea 3 ea 2 oz 10 oz 2 ea 8 oz 2 T	Margarine 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Margarine 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T	Milk 8 oz 4 oz 2 oz 1 ea 10 oz 2 ea 8 oz 2 T
Lunch						
Corn Dog 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Turkey Ham 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Beef Mac & Cheese 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Chicken Nuggets 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Hot Dog 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	BBQ Pork 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	Grilled Chicken 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Baked Beans 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gravy 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Carrots 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gravy 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Macaroni & Cheese 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Baked Beans 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	BBQ Sauce 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Au Gratin Potatoes 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Rice 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Black-Eyed Peas 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Mashed Potatoes 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Chesse 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Potato Salad 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	Sweet Potatoes 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Coltslaw 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Green Peas 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Combread 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Green Beans 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Farm Vegetables 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Dinner Roll 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	Farm Vegetables 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Cookie 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sliced Bread 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Cookie 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Dinner Roll 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Sliced Bread 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Chocolate Mousse 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	Dinner Roll 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Punch 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gelatin 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Punch 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Strawberry 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Mustard 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Punch 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	Cookie 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Mustard 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Mustard 2/2 oz 2 oz 4 oz 4 oz 2 slices 4 oz 1 T 1 ea 10 oz	Punch 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Mousse 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gelatin 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Punch 8 oz 4 oz 2 ea 4 oz 8 oz 2 sl 1 T 4 oz 10 oz	Punch 3.2 oz 1 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Dinner						
Satisfury Steak 3.2 oz 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Breaded Beef 3.2 oz 2 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Chicken Chili 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Pizza Pocket 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Beef Patty 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Baked Chicken 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Fish 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Gravy 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Patty 3.2 oz 2 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	w/Beans 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Spaghetti & Sauce 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gravy 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Patty 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Au Gratin 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Mashed Potatoes 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gravy 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Rice 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Farm Vegetables 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Rice 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Gravy 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Potatoes 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Green Beans 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Corn 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cabbage 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Green Peas 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Farm Vegetables 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Mashed Potatoes 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Farm Vegetables 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Dinner Roll 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Green Beans 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Combread 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Peach Cobbler 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Combread 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Green Beans 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Ketchup 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Cake 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Dinner Roll 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cake 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Tea 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cake 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Dinner Roll 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Combread 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Tea 1 ea 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Peanut Butter 2 oz 8 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Tea 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Tea 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Tea 8 oz 4 oz 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Cake 8 oz 4 oz 2 oz 4 oz 8 oz 2 ea 4 oz 10 oz	Chocolate Mousse 4 oz 4 oz 2 oz 4 oz 8 oz 1 ea 1 ea 10 oz
Snack						
Margarine 2 T						
Tea 10 oz						

*Substitutions can be made upon approval by the Food Service Director.

*Pork items are denoted in BOLD

MDOC Deputy Commissioner: 

MDOC Food Service Director: 

Dietitian's Approval:  Rose M. Jones, MS, RD, LD

DATE: 06/30/15

DATE: 6/30/15

DATE: 06/30/2015

Mississippi Department of Corrections
3rd & 4th Quarter 2015
Cycle 2


APPENDIX D


Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast						
Grits 8 oz Eggs 4 oz Sausage Patty 1 ea Biscuit 1 ea Jelly 10 oz Coffee 2 ea Sugar 8 oz Milk 2 T Margarine	Cereal 8 oz Potatoes 4 oz Turkey Ham 2 oz Biscuit 1 ea Jelly 10 oz Coffee 2 ea Sugar 8 oz Milk 2 T Margarine	Oatmeal 8 oz Eggs 4 oz Sausage Patty 1 ea Tortilla 1 ea Sugar 2 ea Coffee 10 oz Milk 8 oz Margarine	Grits 8 oz Potatoes 4 oz Sausage Gravy 1 ea Biscuit 1 ea Jelly 10 oz Coffee 2 ea Sugar 8 oz Milk 2 T Margarine	Oatmeal 8 oz Eggs 4 oz Sausage Link 1 ea Biscuit 1 ea Jelly 10 oz Coffee 2 ea Sugar 8 oz Milk 2 T Margarine	Cereal 8 oz Potatoes 4 oz Sausage Gravy 1 ea Biscuit 1 ea Jelly 10 oz Coffee 2 ea Sugar 8 oz Milk 2 T Margarine	Oatmeal 8 oz Fried Bologna 2 oz Potatoes 4 oz Biscuit 1 ea Jelly 10 oz Coffee 2 ea Sugar 8 oz Milk 2 T Margarine
Lunch						
Peanut Butter & Jelly 4 oz Sliced Bread 4 oz Macaroni and Cheese 1 ea Sliced Apples 10 oz Cookie Punch	Roast Beef 4 oz Gravy 2 oz Dinner Roll 1 ea Mashed Potatoes 4 oz Green Peas 4 oz Strawberry Mousse Punch	Beef Patty 3.2 oz Tater Tots 4 oz Sliced Bread 2 ea Green Peas 4 oz Mayonnaise 1 T Ketchup 1 T Garnish 1 ea Cookie Punch	Meatballs 3.2 oz Gravy 4 oz Rice 2 ea Greens 4 oz Cornbread 1 T Cookie Punch	Fajita Chicken 6 ea Flour Tortilla 2 oz Mexican Rice 4 oz Corn 8 oz Cookie 1 ea Fajita Sauce 1 ea Punch 10 oz	Bologna 2/2 oz Green Beans 4 oz Sweet Potatoes 4 oz Dinner Roll 1 ea Garnish 1 ea Fruited Gelatin 4 oz Mustard 1 T Punch 10 oz	Sausage w/Onion & Pepper 4 oz Rice 4 oz Mixed Vegetables 4 oz Dinner Roll 1 ea Gelatin 4 oz Punch 10 oz
Dinner						
Breaded Beef Patty 3.2 oz Gravy 2 oz Rice 4 oz Green Beans 8 oz Dinner Roll 1 ea Cake 1 ea Brownie 10 oz Tea	Salsbury Steak 3.2 oz Gravy 2 oz Rice 4 oz Greens 8 oz Cornbread 1 ea Brownie 1 ea Tea	Chili Mac 8 oz Green Beans 4 oz Carrots 4 oz Dinner Roll 1 ea Cake 1 ea Tea	Breaded Chicken Patty 3.2 oz Spaghetti & Sauce 8 oz Mixed Vegetables 1 ea Dinner Roll 4 oz Apple Crisp 10 oz Tea	Cheese Grits 8 oz Bacon 3 ea Pancakes 2 oz Punch 10 oz Margarine	BBQ Chicken 8 oz Baked Beans 2 sl Greens 3 ea Corn 2 oz Cornbread 10 oz Cake 2 T Tea	Breaded Fish 1 ea Mac and Cheese 4 oz Cote Slaw 4 oz Dinner Roll 1 ea Ketchup 1 ea Cake 1 ea Tea

*Pork Items are denoted in BOLD

*Substitutions can be made upon approval by the Food Service Director.

MDOC Deputy Commissioner: 

MDOC Food Service Director: 

Dietitian's Approval: 

DATE: 06/30/15

DATE: 06/30/15

DATE: 06/30/15

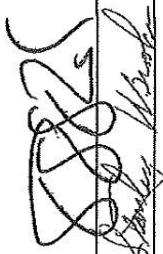
APPENDIX D

Mississippi Department of Corrections 3rd & 4th Quarter 2015 Cycle 4


Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast						
Grits 8 oz 1 ea 4 oz 1 ea 10 oz 2 ea 8 oz 2 T	Oatmeal Potatoes Biscuit Sausage Gravy Coffee Sugar Milk Margarine	Grits 8 oz Breakfast Casserole Flour Tortilla Sugar Coffee Milk Margarine	Oatmeal Eggs Steak for Biscuit Biscuit Jelly Coffee Sugar Milk Margarine	Grits 8 oz Sausage Patty Pancakes Syrup Coffee Sugar Milk Margarine	Oatmeal Potatoes Bacon Biscuit Jelly Sugar Coffee Milk Margarine	Grits 8 oz Sausage Gravy Potatoes Biscuit Coffee Sugar Milk Margarine
Lunch						
BBQ Pork 4 oz Pinto Beans 4 oz Corn 4 oz Dinner Roll 1 ea Fruited Gelatin 4 oz Punch 10 oz	Meatloaf Rice Black-eyed Peas Gravy Cornbread Cookie Punch	Chicken Salad Sweet Potatoes Farm Vegetables Dinner Roll Chocolate Mousse Punch	Beef Fingers Gravy Mashed Potatoes Greens Cornbread Cookie Ketchup Punch	Chicken Rotel Corn Peas & Carrots Garlic Roll Gelatin Punch	Hot Pocket Macaroni Salad Carrots Baked Beans Cookie Punch	BBQ Beef 1 ea Corn 4 oz Coleslaw 4 oz Dinner Roll 1 ea Fruited Mousse 4 oz Punch 10 oz
Dinner						
Cheesy Mac 8 oz Green Beans 4 oz Carrots 4 oz Garlic Roll 1 ea Apple Cobbler 4 oz Tea 10 oz	Breaded Chicken Patty Chicken Gravy Mashed Potatoes Peas and Carrots Dinner Roll Cake Tea	Beef Stroganoff Corn Green Beans Cornbread Cake Tea	Chicken Noodle Soup Carrots Green Beans Cornbread Brownie Tea	Hamburger Patty Gravy Baked Beans Whipped Potatoes Dinner Roll Cake Tea	Baked Chicken Gravy Mashed Potatoes Green Beans Cornbread Peanut Butter Mousse Tea	Fish 1 ea Mac and Cheese 2 oz Greens 4 oz Cornbread 4 oz Ketchup 1 ea Cake 4 oz Tea 10 oz

*Pork Items are denoted in **BOLD**

*Substitutions can be made upon approval by the Food Service Director.

MDOC Deputy Commissioner: 

MDOC Food Service Director: 

Dietitian's Approval: 

DATE: 06/30/15

DATE: 6/30/15

DATE: 06/30/2015

APPENDIX E

COMMUNITY WORK CENTERS AND RESTITUTION CENTERS

**Alcorn County CWC
2407 Norman Road
Corinth, MS 38834**

**Bolivar County CWC
604 Hwy 8
Rosedale, MS 38769**

**Leflore County CWC
3400 Baldwin Co. Road 540
Greenwood, MS 28930**

**Washington County CWC
1398 N Beauchamp Ext.
Greenville, MS 38703**

**Quitman County CWC
201 Camp B Road
Lambert, MS 38643**

**Rankin County CWC/RC
1632 Hwy 80 East
Flowood, MS 39232**

**Madison County CWC
140 Corrections Drive
Canton, MS 39046**

**Pike County CWC
2015 Jesses Hall Road
Magnolia, MS 39652**

**Wilkinson County CWC
84 Prison Lane
Woodville, MS 39669**

**Pascagoula Restitution Ctr
1721 E. Kenneth Ave.
Pascagoula, MS 39568**

**Forrest County CWC
112 Alcorn Ave.
Hattiesburg, MS 39401**

**George County CWC
156 Industrial Park Road
Lucedale, MS 39452**

**Jackson County CWC
1717 Kenneth Ave.
Pascagoula, MS 39567**

**Noxubee County CWC
110 Industrial Park
Macon, MS 39341**

**Simpson County CWC
714 Wood Road
Magee, MS 39111**

**Yazoo County CWC
625 West Jefferson Street
Yazoo City, MS 39194**

**Harrison County CWC
3820 8th Ave.
Gulfport, MS 39501**

**Hinds County Restitution Ctr.
429 S. Gallatin Street
Jackson, MS 39203**

**Leflore County Restitution Ctr.
308 Hwy 7 North Rear
Greenwood, MS 38935**

APPENDIX F

MINIMUM PRODUCT SPECIFICATIONS

BEEF CRUMBLES, PRECOOKED, 40 LBS PER CASE. INGREDIENTS: WATER, BEEF, CHICKEN, TEXTURED VEGETABLE PROTEIN (SOY FLOUR, CARAMEL COLOR, ZINC OXIDE, NIACIN AMIDE, FERROUS SULFATE, COPPER, GLUCONATE, VITAMIN A PALMINATE, CALICUM PANTHOTHENATE, THIAMIN MONONITRATE (B), PYRIDOXINE HYDROCHLORIDE (B6) RIBOFLAVIN (B2), SALT, SODIUM PHOSPHATE, HYDROLYZED PLANT PROTIEN (HYDROLYZED CORN GLUTEN, PARTIALLY HYDROLYZED COTTONSEED AND SOYBEAN OIL), ONION POWDER, GARLIC POWDER, BLACK PEPPER, WORCHESTERSHIRE POWDER, GARLIC SALT, CELLULOSE GUM, CHILI POWDER, SPICES, MUSTARD, MALIC ACID, NATURAL FLAVORING, ONIONS, AND LESS THAN 2% SILICON DIOXIDE TO PREVENT CAKING, FROZEN AT 0 DEGREES F, FOR USE WITHIN 180 DAYS. GOOD SOURCE OR APPROVED EQUAL.

BEEF FOR STEWING BONELESS USDA SELECT OR HIGHER NO SHANK OR HEAVY GRISSEL NO ADDITIVES ALLOWED FROZEN PACKED IN PLASTIC, 5 LBS PER PACK TWO PACKAGES PER 10 LB CASE

SLICED ROAST BEEF END AND PIECES UPON COOKING CONTAINS UP TO 10% OF A SOLUTION OF WATER, SALT, DEXTROSE, CORN SYRUP, SODIUM PHOSPHATES, SPICE EXTRACTIVE COATED WITH DEXTROSE, MALTODEXTRIN, SALT CARAMEL COLOR, SPICE AND GARLIC POWDER: CHEF MAXWELL903286 OR APPROVED EQUAL PACKED IN 40 LB CASES

BREADED BEEF PATTY, 3.2 OZ. 10 LBS/CASE. GROUND BEEF AND SEASONINGS, FORMED INTO PATTIES, BREADED AND DEEP FRIED IN OIL, PRODUCT EVENLY AND COMPLETELY COATED. INGREDIENTS: BEEF, WATER, TEXTURED VEGTABLE PROTEIN PRODUCT (SOY FLOUR, CARAMEL COLOR, ZINC OXIDE, FERROUS SULFATE, NIACIN AMIDE, CALCIUM PANRORHENATE PYRIDOXINE HYDEDROCHLORIDE, RIBOFLAVIN, THIAMIN MONONITRATE, VITAMIN A PALMIATE, CYANCOBALMIN, SALT MINCED ONION, SODIUM TRIPOLYPHOSPHATE, AND SODIUM HEMAMETHPHOSATE, BEEF SEASONING, (SALT, MALTODEXTRIN, BEEF FLAVOR, MODIFIED CORN STARCH, SUGAR, BEEF STOCK, BEEF FAT, ONION POWDER, CARAMEL COLOR, GARLIC POWDER, PARTIALLY HYDOGENATED SOYBEAN OIL. CELERY SEED POWDER, SPICE, BLACK PEPPER). BATTER: WATER, BATTER MIX, ENRICHED WHEAT FLOUR, (FLOUR, NIACIN, REDUCED IRON, THIAMIN MONANITRATE, RIBOFLAVIN, FOLIC ACID, MODIFIED CORN STARCH, RICE FLOUR, WHITE CORN FLOUR, SALT, GUAR FUM). BREADED: ENRICHED WHEAT FLOUR SPICE, PREFRIED IN PARTIALLY HYDROGENATED SOYBEAN AND COTTON SEED OIL. ADVANCED #1451B OR APPROVED EQUAL

BEEF STEAK FOR BISCUIT 2.7 OZ: INGREDIENTS: BEEF, BLEACHED ENRICHED WHEAT FLOUR AND ENRICHED WHEAT FLOUR (BOTH ENRICHED WITH NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), WATER, BLEACHED ENRICHED WHEAT FLOUR (WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), CONTAINS 2% OF LESS OF: DEXTROSE, DRIED EGG WHITE, DRIED GARLIC, DRIED ONION, GARLIC POWDER, GUAR GUM, KOSHER GELATIN, LEAVENING (SODIUM BICARBONATE, SODIUM ALUMINUM PHOSPHATE), METHYLCELLULOSE, MODIFIED CORN STARCH, OLEORESIN PAPRIKA-ANNATTO, SALT, SODIUM PHOSPHATE, SOY FLOUR, SOYBEAN OIL, SPICE EXTRACTIVE, SPICES, YELLOW CORN FLOUR. SET IN VEGETABLE OIL. CONTAINS: EGGS, SOY, WHEAT ADVANCE OR APPROVED EQUAL

BREADED BEEF FINGERS 160 -1 OZ FULLY COOKED WITH FRESH FROZEN ONIONS. SOYA, BREADED WITH SOUTHERN STYLE BREADING WITH BLACK PEPPER. PARTIALLY FRIED IN PURE VEGETABLE OIL

THEN OVEN ROASTED. EXCESSIVE OIL PICK-UP DURING PROCESS NOT ALLOWED. ORGANS MEATS OR POULTRY BLEND NOT ACCEPTED. LESS THAN 25 % BREADING PRODUCT WILL BE FROZEN

SALISBURY BEEF STEAK PATTIES, 4.0 OZ. FULLY COOKED , INGREDIENTS: BEEF, WATER, SOY PROTEIN CONCENTRATE, TEXTURED WHEAT PROTEIN, CARROT ISOLATES, MINCED ONIONS, HYDROLYZED SOY PROTEIN, DEHYDRATED RED AND GREEN BELL PEPPERS, FROZEN RED AND/OR GREEN BELL PEPPERS, FROZEN ONIONS, SALT, ONION POWDER, BLACK PEPPER, GROUND CELERY, PARSLEY FLAKES, SILICON DIOXIDE, 10 LB CASE.

MEAT LOAF TOPPED WITH KETCHUP 3.2 OZ 18.75 LBS/CASE. GROUND BEEF (NOT MORE THAN 30% FAT) WATER, VEGETABLE PROTEIN PRODUCT, SOY PROTEIN CONCENTRATE, ZINC OXIDE, NIACINAMIDE, FERROUS SULFATE, COPPER GLUCONATE, VITAMIN A PALMITATE, CALCIUM PANTOTHENATE, THIAMINE MONONITRATE (B1), PYRIDOXINE HYDROCHLORIDE (B6) RIBOFLAVIN (B2) CYANOCOBALAMIN (B12) , (MAY CONTAIN CARAMEL COLOR) (MAY CONTAIN SOY LECITHEN). BREAD CRUMBS (BLEACHED FLOUR, SOYBEAN OIL, DEXTROSE. LEAVENING (SODIUM ACID, PYROPHOSPHATE, SODIUM BICARBONATE), WHEY. OLEORESIN PAPRIKA), KETCHUP (TOMATO CONCENTRATE, CORN SYRUP, DISTILLED VINEGAR, SALT, NATURAL FLAVORINGS, ONION POWDER, SPICE, GARLIC POWDER), ONIONS, GREEN BELL PEPPERS, SALT, SEASONING (DEHYDRATED ONION, DEXTROSE, AUTOLYZED YEAST EXTRACT, SPICE EXTRACTIVES), DRIED WHOLE EGGS, SODIUM PHOSPHATE, TOPPED WITH KETCHUP: WATER, TOMATO PASTE, CORN SYRUP, VINEGAR, SALT, POTASSIUM SORBATE, ONION POWDER, SPICE AND NATURAL FLAVOR. CONTAINS SOY, WHEAT, EGGS, MILK. ADVANCE # CN 56303-0 OR APPROVED EQUAL.

MEATBALLS FULLY COOKED BEEF WITH FRESH ONIONS AND SEASONING SOYA BLENDS PERMISSIBLE, NO BREAD CRUMBS, PAR FRIED IN VEGETABLE OIL AND THEN OVEN ROASTED NO ORGAN MEAT OR POULTRY BLENDS 10 LB BOX 320/.5 OZ

BEEF PATTIES 4:1 ALL BEEF MINIMUM 75/25 LEAN TO FAT RATIO NO SOY CAN BE RAW. FROZEN 10 LB BOXES

CHICKEN NUGGETS INGREDIENTS CHICKEN BREAST WITH RIB MEAT, WATER, SEASONING (SALT, SPICE, AND SPICE EXTRACTIVE), SODIUM PHOSPHATES. BATTERED AND BREADED WITH: WHEAT FLOUR, WATER, BLEACHED WHEAT FLOUR, SALT, MODIFIED CORN STARCH, SPICE, WHEAT GLUTEN, EGG WHITE SOLIDS, GUM ARABIC, PAPRIKA, EXTRACTIVES OF PAPRIKA, YELLOW CORN FLOUR LEAVENING (SODIUM ACID PYROPHOSPHATE, SODIUM BICARBONATE, MONOCALCIUM PHOSPHATE) SPICE EXTRACTIVES AND YEAST. BREADING SET IN SOYBEAN OIL. 20 LB CASE SPRING RIVER FARMS 342265 OR APPROVED EQUAL

CHICKEN BREAST FILET FULLY COOKED FORMED GRILL MARK PATTY 3.2 oz. INGREDIENTS: CHICKEN BREAST WITH RIB MEAT, WATER, VEGETABLE PROTEIN PRODUCT, SEASONING, SALT, SODIUM PHOSPHATES, SPICES, GARLIC AND ONION POWDER GRILL FLAVOR FROM VEGETABLE OIL, SMOKE FLAVORING 20 lb NO MECHANICALLY SEPERATED CHICKEN

CHICKEN LEG QUARTERS, FROZEN. 4/10# BAG EACH BAG SECURELY CLOSED BY TAPING OR STRAPPING, 40 LBS PER CASE, FROZEN 9 TO 11 OZ. USDA INSPECTED CHICKEN LEG QUARTERS, PACKED IN CORRIGATED FIBER CASES, TOP TAPED. PRODUCT PACKED IN 2 MIL LOW DENSITY POLY BAGS, SECURELY CLOSED, PACKED DATE TO BE STAMPED ON CASE, PORTION WEIGHT SIZE NINE (9) TO ELEVEN (11) OZ. (NO EXCEPTIONS) PRODUCT WILL BE FROZEN-WAX-LINED.

CHICKEN SAUSAGE BREAKFAST PATTY, 1.1 OZ., FULLY COOKED INGREDIENTS: MECHANICALLY SEPERATED CHICKEN, SEASONING (SALT, SPICES, CANE SUGAR AUTOLYZED YEAST EXTRACT, BHA, BHT AND CITRIC ACID) VEGETABLE PROTEIN PRODUCT. PROVIEW FOODS #59200 OR APPROVED

EQUAL. PACKED IN 10 LB CASES. BCK NOT ACCEPTABLE

TURKEY BACON, FROZEN FULLY COOKED, 1/2 OZ SLICE PACKED 20 LBS/CASE TURKEY, WATER, SALT, SUGAR, CONTAINS LESS THAN 2% OF SODIUM LACTATE, CANOLA OIL, SODIUM DIACETATE, SODIUM PHOSPHATES, SMOKE FLAVOR, SODIUM ASCORBATE, AUTOLYZED YEAST EXTRACT, SODIUM NITRATE, DEXTROSE, SOY LECITHIN, CONTAINS SOY.

CAJUN TURKEY SAUSAGE 4OZ TURKEY LINK WITH CAJUN SPICES. CONTAINS NO PORK OR PORK BY PRODUCTS. MINIMUM 210 CALORIES AND 13G PROTEIN PER 4 OZ PORTION. FAT CONTENT NOT TO EXCEED 15 GRAMS PER PORTION. INDIVIDUALLY QUICK FROZEN AND PACKED IN A 20 LB BOX. GOOD SOURCE OR APPROVED EQUAL.

CHICKEN SAUSAGE BREAKFAST LINKS, FULLY COOKED, 1 OZ. INGREDIENTS: CHICKEN, SALT, RED PEPPER, SAGE, SUGAR AND BLACK PEPPER. PACKED: 1 LBS PACK / 10 LBS PER CASE. . TURKEY WILL BE PERMISSBLE SAMPLES MUST BE SUBMITTED BEFORE AWARDDING THIS PRODUCT.

TURKEY BOLOGNA PACKED IN 3/10 LB LOGS READY TO SLICE INGREDIENTS : MECHANICALLY SEPARATED TURKEY, SALT, WATER, CONTAINS 2% OR LESS SEASONING (CORN SYRUP SOLIDS, DEXTROSE, SUGAR, SODIUM ERYTHORBATE, SPICE EXTRACTIVES), CARRAGEENAN, SODIUM PHOSPHATE, NATURAL SMOKE FLAVORING, SODIUM NITRITE. PRODUCT 259330 OR APPROVED EQUAL

CHICKEN BREAST TRIM MEAT, RAW, FROZEN, PACKED 40 LB CASES, BOX IS TO BE LINED WITH POLY LINING SOUTHERN HENS 9630 OR APPROVED EQUAL ACCEPTABLE

CHICKEN PATTIES, BREADED READY TO COOK, PRODUCT TO BE FROZEN, INGREDIENTS: BONELESS CHICKEN BREAST WITH RIB MEAT SALT AND MONOSODIUM GLUTAMATE , BREADING NOT TO EXCEED 25%,, PACKED 20 LB CASE SPRING RIVER FARMS# 342431 OR APPROVED EQUAL

GROUND TURKEY, ALL NATURAL, LEAN TO FAT RATIO 85/15 NO MECHANICALLY SEPARATED TURKEY: PACKED 2/10 CHUBS PER CASE CAROLINA TURKEY 2265570012 OR APPROVED EQUAL

HAM AND WATER PRODUCT ENDS AND PIECES COMING FROM UNEVEN SLICES, PIECES UP TO 5% FINES FROM SLICING LOGS. INGREDIENTS: CURED WITH WATER, SALT, CONTAINS 2% OR LESS OF VINEGAR, DEXTROSE, MODIFIED POTATO STARCH, SODIUM PHOSPHATES, SODIUM ERYTHORBATE, SODIUM NITRITE, HONEY, SUGAR, SPICES (BROWN SUGAR, SUGAR, SPICE EXTRACTIVES), POTASSIUM, AND /OR SODIUM LACTATE SODIUM DIACETATE, MODIFIED FOOD STARCH POTASSIUM PHOSPHATE, BROWN SUGAR, LEMON JUICE CONCENTRATE SMOKE FLAVORING AND CARAMEL COLOR. PACKED 20 LB CASES HERITAGE VALUE OR APPROVED EQUAL

TURKEY HAM, ONLY, 2/10 LB ROLLS, OVAL IN SHAPE NO TURKEY PICNIC ACCEPTED FOSTER FARM 6845 JENNI-O 20% WATER OR APPROVED EQUAL

CORN DOGS, CHICKEN, STICKLESS, CHICKEN CORN DOGS MADE FROM MECHANICALLY SEPARATED CHICKEN AND A DELICIOUS HIGH QUALITY HONEY BATTER, MINIMUM 2 OZ. CHICKEN FRANK AND 2 OZ. BATTER, CORN DOGS ARE 4 OZ AND FULLY COOKED, JUST HEAT AND SERVE, CONTAINS NO PORK OR PORK-BY PRODUCTS, BATTER INCLUDES EGG YOLKS, EGG WHITES AND HONEY. PACK: 72/4 OZ PER CASE FROM (IQF) AND PALLETIZED FOSTER FARM OR APPROVED EQUAL

TURKEY FRANKS NATURALLY SMOKED PACKED 4/5LB BAGS PER 20 LB CASE: MECHANICALLY

SEPERATED TURKEY, WATER, SALT, SPICES, CORN SYRUP SOLIDS, DEXTROSE, SUGAR, PAPRIKA, SODIUM ERYTHORBATE, FLAVORING, LIQUID SMOKE FLAVORING, AND SODIUM NITRATE. JENNIE-O PRODUCT NUMBER 6129-60 OR APPROVED EQUAL

TURKEY ROLL, ALL WHITE. PACK: 2 EA, 10 LB CASE, 20 LBS. UNSLICED. INGREDIENTS: WHITE TURKEY, MODIFIED FOOD STARCH, MECHANICALLY SEPARATED TURKEY, SALT, SUGAR, SODIUM PHOSPHATE, NONFAT DRY MILK, VEGAMINE, TURKEY FLAVOR, CARAMEL COLOR, FLAVORING

FRANKS ALL MEAT FULLY COOKED 5:1 PACKED IN 10 LB CASES

FISH PORTIONS, BREADED, FROZEN, PRE-COOKED BREADED PORTIONS FROM COD, HADDOCK, OR ALASKAN POLLOCK, PRODUCT TO BE CUT FROM BLOCKS OR WHOLE MUSCLE, NO ATLANTIC POLLOCK OR MINCED FISH, MAXIMUM 25% BREADING, U.S. GRADE A, 4 OZ. EA, PRODUCT MUST NOT BE PROCESSED MORE THAN 90 DAYS PRIOR TO DELIVERY, MUST BE PACKED IN A WAX LINED CARDBOARD CARTON THAT IS IMPERVIOUS TO AIR AND MOISTURE, TO PROTECT FROM FREEZE BURN, DEHYDRATION AND CRUSHING, ALL MASTER CARTONS MUST BE SEALED, PRODUCT MUST ARRIVE AT A TEMPERATURE NOT TO EXCEED 0 DEG. F. TO BE PACKED 40/4 OZ.. PORTION PER CASE, 10 LB CASE. MIDSHIP BRAND 95164 OR APPROVED EQUAL

FISH PORTIONS, UNBREADED, MUST BE COD OR POLLOCK, WHOLE MUSCLE UNBREADED RAW, PACKED 24/4 OZ. CS FROZEN, NO MINCED PRODUCT ALLOWED, 10 LB MASTER CASE, PRODUCT MUST BE FROZEN

PIZZA POCKET, PEPPERONI, STUFFED POCKET SANDWICH WITH REAL MOZZARELLA CHEESE, TANGY PIZZA SAUCE AND REAL SLICED PEPPERONI IN A TASTY PIZZA POCKET CRUST, FULLY COOKED, JUST HEAT AND SERVE, MINOR COSMETIC IMPERFECTIONS ACCEPTABLE SUCH AS A NICK IN THE CRUST OR LIGHT COLOR VARIATION, TARGET PORTION SIZES ARE 4.5 OZ EACH, FROZEN IQF PALLETIZED, NO OUT OF DATE PRODUCT, STUFFED SANDWICH BRAND OR APPROVED EQUAL, PACK: 48 COUNT

STUFFED SANDWICHES MEATBALLS WITH MOZZARELLA CHEESE STUFFED POCKET SANDWICH WITH REAL MOZZARELLA CHEESE IN A ZESTY ITALIAN SAUCE FULLY COOKED JUST HEAT AND SERVE MINOR COSMETIC IMPERFECTIONS ACCEPTABLE SUCH AS A NICK IN THE CRUST OR LIGHT COLOR IN VARIATION TARGET SIZE IS 4.5 OZ EACH NO OUT OF DATE PRODUCT PACKED 48 4-5 OZ PER CASE

OLEO, MARGARINE, 30/1# BLOCKS (SOLIDS) LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, SOYBEAN LECITHIN, VEGETABLE MONO AND DIGLY CERIDES, SODIUM BENZOATE, POTASSIUM SORBATE AND CITRIC ACID ADDED AS PERSERVATIVES, COLORED WITH BETA CAROTENE, ARTIFICALLY FLAVORED, VITAMIN A PALMITATE ADDED. EACH SOLID INDIVIDUALLY WRAPPED 30 LBS PER CASE.

MARGARINE PATS, PORTION SIZE 1 OZ. REDDIE. INGREDIENTS: LIQUID AND PARTIALLY HYDROGENATED SOYBEAN OIL, WATER, SALT, VEGETABLE MONO & DIGLYCERIDES, SOY LECITHIN, POTASSIUM SORBATE AND SODIUM BENZOATE(ASPRESERVATIVES,) CITRIC ACID, ARTIFICAL FLAVOR, BETA CAROTENE (COLOR), VITAMIN A PALMITATE ADDED, WHEY, CONTAINS: SOYBEAN MILK.

CHEESE, IMITATION AMERICAN CHEESE SLICES, PRODUCT WILL HAVE A YELLOW COLOR AND MILD AMERICAN FLAVOR WITH A FIRM BODY AND SMOOTH TEXTURE. PACKED 160 SLICES PER 5 LB LOAF. PACKED 6/5 LB PER CASE. PRODUCT MUST MELT

TORTILLA SHELLS , 6" FLOUR TORTILLA SHELLS 7 BAGS/ CASE 72CT PER BAG, ENRICHED BLEACHED FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMIN NITRATE, RIBOFLAVIN, FOLIC ACID) WATER , SHORTENING, PARTIALLY HYDROGENATED SOYBEAN OIL, AND COTTON SEED OIL) SALT, CALCIUM PROPIONATE MONO AND DIGLYCERIDE BAKING POWDER FUMERIC ACID, GUAR GUM, AND METABISULFATE

FROZEN EGGS WHOLE EGGS WITH CITRIC ACID 6/5 LB CARTONS

APPLES,SLICED,CANNED,"SOLID PACK",WATER PACKED, 6/#10,GRADE C OR BETTER, WILL NOT ACCEPT IN LIGHT SYRUP

PINEAPPLE,TIDBITS,PACKED IN NATURAL JUICES,GRADE B OR BETTER, 6/#10 CANS

PEACHES,SLICED,IN LIGHT SYRUP GRADE B OR BETTER 6/#10 CANS

MANDARIN ORANGES,WHOLE SEGMENTS, IN LIGHT SYRUP, MANDARIN ORANGE SEGMENTS, WATER, SUGAR, CITRIC ACID. 6/10 CANS PORT ROYAL PREMIUM OR APPROVED EQUAL

JELLY, APPLE-GRAPE,12/4 LB POUCHES 48 LBS PER CASE, CORN SYRUP, APPLE JUICE, GRAPE JUICE, HIGH FRUCTOSE CORN SYRUP,PECTIN,CITRIC ACID, AND POTASSIUM SORBATE(PRESERVATIVE) DIAMOND CRYSTAL OR APPROVED EQUAL

GELATIN ASSORTED FLAVORS PACKED 6/4.5LB PACKAGES INGREDIENTS: SUGAR, CORN SUGAR, GELATIN, CONTAINS LESS THAN 2% OF EACH OF THE FOLLOWING: SODIUM CITRATE, FUMARIC ACID*, NATURAL AND ARTIFICIAL FLAVORS, ABSORBIC ACID, FD&C COLORS FIRST FOOD OR APPROVED EQUAL

BEANS, SHORT CUT GREEN, GRADE B OR BETTER, 6/#10 CANS
MINIMUM DRAINED WEIGHT 60 OUNCES PER CAN. 24 1/2 CUP SERVINGS PER CAN

TOMATOES, DICED, OWN JUICE, GRADE B OR BETTER, 6/#10 CANS, MINIMUM DRAINED WEIGHT 61.5 OZ PER CAN.PRODUCT WILL YIELD 23 1/2 CUP SERVINGS PER CAN

CARROTS, SLICED, GRADE A, 6/#10 CANS.MINIMUM DRAINED WEIGHT 68 OUNCES PER CAN. 25 SERVINGS PER CAN ALLEN OR EQUAL

PEAS, EARLY OR SWEET, EXTRA STANDARD, 6/#10 CANS, TOP CREST BRAND NOT ACCEPTABLE. 24 SERVINGS PER CAN PRODUCT CAN BE 3- 5 SIEVE. DRAINED WEIGHT MINIMUM 72 OZ PER CAN NO REHYDRATED PRODUCT

POTATOES, YAM, CUT, SWEET, IN LIGHT SYRUP GRADE A, 6/#10. 22-1/2 CUP SERVINGS PER CAN
INGREDIENTS: SWEET POTATOES, CORN SYRUP, SUGAR

TOMATO CATSUP, FANCY, 33%, GRADE A 6/#10 CANS
INGREDIENTS:TOMATO CONCENTRATE, CORN SYRUP,VINEGAR, SALT, ONION POWDER, GARLIC POWDER, NATURAL SPICE AND FLAVORING

PIZZA SAUCE 6/10 CANS FULLY PREPARED

WHOLE KERNAL CORN 6/10 CANS MINIMUM YIELD 24- 1/2 CUP SERVINGS PER CAN

POTATOES, DEHYDRATED, DICED, PACKED 25 LBS BAGS

POTATOES, DEHYDRATED, SLICED, PACKED 25 LBS BAGS

INSTANT DEHYDRATED POTATOES, 6/ 6 LB CANS 120 SERVINGS PER CAN TRIO ,SIMPLOR OR APPROVED EQUAL

BEANS, RED KIDNEY, DRIED, CLEAN, NO BROKEN PIECES. BULK,50 LB
BEANS, RED KIDNEY, DRIED, CLEAN, NO BROKEN PIECES, BULK, 50 LB
BAGS NORTHWEST PASS OR APPROVED EQUAL

BEANS, PINTO, DRY, CLEAN, NO BROKEN PIECES, BULK, 50 LB BAGS
NORTHWEST PASS OR APPROVED EQUAL

PEPPER STEAK FLAVORED VEGETARIAN ENTRIES, CERTIFIED KOSHER, CERTIFIED HALAL,
DEHYDRATED, BEEF PEPPER STEAK STYLE ENTRÉE, DRY FORM VEGETABLE PROTEIN SHALL BE
ELONGATED STRIPS RANGING FROM 7/8" TO 1 1/8" IN LENGTH AND FROM 1/4" TO 1/2" WIDTH, MINIMUM
SPECIFICATIONS PER 4 OZ SERVING: CALORIES: 70, PROTEIN: 6 GMS, FAT: 0 GM, CHOLESTEROL: 0MG,
SODIUM: 220 MG, CARBOHYDRATES: 12 GMS, VITAMIN C 10%, CALCIUM 4%, IRON 8%, PACKED IN 35 LB
CASES

BEANS, LIMA, DRY, CLEAN, NO BROKEN PIECES, BULK 50 LB BAGS

PEAS, BLACK EYE, DRY, CLEAN NO BROKEN PIECES, BULK 50 LB BAGS

ELBOW MACARONI, 20 LB BOXES

SPAGHETTI, 20 LB BOXES

SOUP, CREAM OF CHICKEN, CONDENSED, 12/# 5 CYL VENICE MAID OR EQUAL

BEEF BROTH, SLIGHTLY SALTED, 12 / 5# CONTAINERS

PICKLES, DILL, 4/1 GAL PLASTIC CONTAINERS GOLDIN OR EQUAL

PICKLES, SWEET RELISH, 4/1 GAL PLASTIC CONTAINERS GOLDIN OR APPROVED EQUAL

SYRUP, WAFFLE, PANCAKE, 4/1 GAL PLASTIC CONTAINERS

CHEESE SAUCE, DRY MIX. 25 LB BAGS TOVA

WORCHESTERSHIRE SAUCE, 20% SOLIDS, 4/1 GAL PLASTIC CONTAINERS PIKNIK OR APPROVED EQUAL

MUSTARD, PREPARED, SALAD TYPE, MILD YELLOW, 4/1 GAL PLASTIC CONTAINERS PIKNIK OR
APPROVED EQUAL

MAYONNAISE INGREDIENTS: SOYBEAN OIL, EGG YOLKS, WATER DISTILLED VINEGAR, HIGH
FRUCTOSE CORN SYRUP, SALT, SPICE, CALCIUM DISODIUM EDTA ADDED TO PROTECT FLAVOR 4/ 1
GLS. PLASTIC CONTAINERS VENTURA DUKE OR APPROVED EQUAL

PEPPER SHAKERS, TABLE TOP SHAKERS, 48/3.5 OZ

LOW CALORIE JELLY PORTION CONTROL PACK PACKED 200 1/2 OZ PER CASE

FAST AND FANCY STRAWBERRY MOUSSE MIX 25 LB BAGS

INGREDIENTS: SUGAR,
DEXTROSE, PARTIALLY HYDROGENATED PALM KERNEL OIL, CORN SYRUP SOLIDS, MALTODEXTRIN,
PROPYLENE GLYCOL ESTERS OF FATS AND FATTY ACIDS, SODIUM CASEINATE(A MILK DERIVATIVE),
FOOD STARCH MODIFIED, ACETYLATED MONOGLYCERIDES, AND LESS THAN 1% OF EACH OF THE
FOLLOWING: TETRASODIUM PYROPHOSPHATE, MONO & DI-GLYCERIDES, NATURAL AND ARTIFICIAL
FLAVORS, MALIC ACID, SODIUM ALUMINOSILICATE, DISODIUM PHOSPHATE, SALT AND RED #40.
PRODUCT 462953 OR APPROVED EQUAL

FAST AND FANCY CHOCOLATE MOUSSE MIX PACKED IN 25 LB BAGS INGREDIENTS: SUGAR, DEXTROSE, COCOA PROCESSED WITH ALKALI, PARTIALLY HYDROGENATED PALM KERNEL OIL, CORN SYRUP SOLIDS, FOOD STARCH MODIFIED, PROPYLENE GLYCOL ESTERS OF FATS AND FATTY ACIDS, SODIUM CASEINATE (A MILK DERIVATIVE), AND CONTAINS LESS THAN 2% OF EACH OF THE FOLLOWING: ACETYLATED MONOGLYCERIDES, TETRASODIUM PYROPHOSPHATE, MONO & DIGLYCERIDES, DISODIUM PHOSPHATE, SODIUM ALUMINOSILICATE, SALT, AND NATURAL AND ARTIFICIAL FLAVORS. CONTAINS MILK PRODUCT #462955 OR APPROVED EQUAL

FAST AND FANCY DESERT MOUSSE MIX PACKED IN 25LB BAGS **INGREDIENTS:** SUGAR, PARTIALLY HYDROGENATED PALM KERNAL OIL, DEXTROSE, CORN SYRUP SOLIDS, FOOD-STRARCH MODIFIED, PROPYLENE GLYCOL ESTERS OF FATS AND FATTY ACIDS, SODIUM CASEINATE (A MILD DERIVATIVE), ACETYLATED MONOGLYCERIDES, AND LESS THAN 1% OF EACH OF THE FOLLOWING: MONO AND DIGLYCERIDES, TETRASODIUM PYROPHOSPHATE, DISODIUM PHOSPHATE, SODIUM ALUMINOSILICATE, SALT, AND ARTIFICIAL FLAVOR. **CONTAINS MILK** PRODUCT# 462950 OR APPROVED EQUAL

COOKIES, VANILLA SANDWICH CRÈME COOKIES 4 COUNT, SUGAR COOKIE WITH VANILLA CREAM FILLING, INDIVIDUALLY WRAPPED PACKAGE, NO FOIL, 1.02 OZ PACKAGE, BAKED, SHELF STABLE WITH 9 MONTHS SHELF LIFE, MINIMUM 130 CALORIES PER PACK NOT TO EXCEED 28% CALORIES FROM FAT PACKED 216 CT PER PACK ,1.5G OF TRANSFAT
COOKIES, LEMON SANDWICH CRÈME COOKIES 4 COUNT, SUGAR COOKIE WITH LEMON CREAM FILLING, INDIVIDUALLY WRAPPED PACKAGE, NO FOIL, 1.02 OZ PACKAGE, BAKED, SHELF STABLE WITH 9 MONTHS SHELF LIFE, MINIMUM 130 CALORIES PER PACK NOT TO EXCEED 28% CALORIES FROM FAT ,1.5G OF TRANSFAT MAJESTIC OR APPROVED EQUAL

COOKIES, STRAWBERRY CRÈME, COOKIES 4 COUNT, SUGAR COOKIES WITH STRAWBERRY CREAM FILLING, INDIVIDUALLY WRAPPED PACKAGE. NO FOIL, 1.02 OZ PACKAGE, BAKED, SHELF STABLE WITH 9 MONTHS SHELF LIFE, MINIMUM 130 CALORIES PER PACK NOT TO EXCEED 28% CALORIES FROM FAT, 1.5G OF TRANSFAT. MAJESTIC OR APPROVED EQUAL

COOKIES, CHOCOLATE CHIP, INDIVIDUALLY WRAPPED CHEWY COOKIE 1.15 OZ

BROWNIE MIX, MFG ACCORDING TO GOOD MFG PRACTICE (21 CFR, PART 110) AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL FOOD, DRUG AND HEALTH LAWS, GLISTER-MARY LEE, CINCH. CONT. MILLS OR APPROVED EQUAL, 50 LB BAGS

MIX, CAKE, LEMON, MFG ACCORDING TO GOOD MFG PRACTICE (21 CFR, PART 110) AND COMPLY WITH

ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL FOOD, DRUG AND HEALTH LAWS, GLISTER-MARY LEE TOVA, OR APPROVED EQUAL, 50 LB BAGS

MIX, CAKE, WHITE, MFG ACCORDING TO GOOD MFG PRACTICE (21 CFR, PART 110) AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL FOOD, DRUG AND HEALTH LAWS, GLISTER-MARY LEE CINCH. CONT. MILLS OR APPROVED EQUAL, 50 LB BAGS

MIX, CAKE, YELLOW, MFG ACCORDING TO GOOD MFG PRACTICE (21 CFR, PART 110) AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL FOOD, DRUG AND HEALTH LAWS, GLISTER-MARY LEE CINCH. CONT. MILLS OR APPROVED EQUAL, 50 LB BAGS

MIX, CAKE, STRAWBERRY, MFG ACCORDING TO GOOD MFG PRACTICE (21 CFR, PART 110) AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL FOOD, DRUG AND HEALTH LAWS, GLISTER-MARY LEE CINCH. CONT. MILLS OR APPROVED EQUAL, 50 LB BAGS.

CORNBREAD MIX, SELF RISING, YELLOW, 50# BAGS INGREDIENTS: ENRICHED BLEACHED FLOUR, DEGERMED YELLOW CORN MEAL, SOYBEAN OIL, SUGAR, BUTTERMILK, LEAVENING, SALT, EGG YOLK, SHRUNKEN WRAPPED, GLISTER-MARY LEE, BLENDCO ARE ACCEPTABLE BRANDS

BREAD AND ROLL MIX COMPLETE, YEAST INCORPORATED (ALL VEGETABLE SHORTENING), ADD WATER ONLY, 50 LBS OF DRY MIX TO YIELD APPROXIMATELY 6 ½ DOZEN (1 ½ OZ ROLLS.) INGREDIENTS: ENRICHED BLEACHED FLOUR BLEND-PAK OR APPROVED EQUAL

BISCUIT MIX, 50# BAGS, BLEND-PAK, PILLSBURY, MARTHA WHITE, BUTTERWORTH, GLISTER-MARY LEE ARE ACCEPTABLE BRANDS

PANCAKE MIX, 50 LBS, ADD WATER ONLY 1.35 CUBE, 9X3 TI/HI8, 15-7.5 X 28 PER CASE

TUNA, 6/66 OZ CANS, WATER PACKED, 6/CS

CEREAL HONEY TOASTERS- FORTIFIED WITH VITAMINS AND MINERALS AND PACKED 48- 20Z BOWL PACK, KOSHER, PACKED FRESH TO ORDER WITH AN IMPRINTED USE BY DATE OF 12 MONTHS FROM DATE OF PRODUCTION. MINIMUM OF 25% VITAMIN C AND VITAMIN A PER CUP SERVING. SODIUM NOT TO EXCEED 270 MG PER ONE CUP SERVING. MALT-O-MEAL OR EQUAL

FROSTED FLAKES - FORTIFIED WITH VITAMINS AND MINERALS PACKED IN 48-20Z BOWL KOSHER. PACKED FRESH TO ORDER WITH IMPRINTED USE BY DATE OF 12 MONTHS FROM DATE OF PRODUCTION. MINIMUM OF 15 % VITAMIN A AND 25 % VITAMIN C PER ONE CUP SERVING. SODIUM NOT TO EXCEED 200 MG PER ONE CUP SERVINGS. MALT-O-MEAL OR APPROVED EQUAL.

CINNAMON TOASTER, WITH VITAMINS AND MINERALS PACKED 48-20Z BOWL PCK KOSHER. PACKED FRESH TO ORDER WITH AN IMPRINTED USE BY DATE OF PRODUCTION. MINIMUM OF 15% VITAMIN A AND 10 % VITAMIN C PER CUP SERVING. SODIUM NOT TO EXCEED 160 MG PER ONE CUP SERVING. MALT-O-MEAL BRAND OR APPROVED EQUAL

GRITS, 50 LB BAGS, WHITE OR YELLOW, SHRINK WRAPPED, ENRICHED CORN GRITS

OATMEAL, QUICK OATS, 50 LB BAGS

SUGAR, GRANULATED, BEET OR CANE, 50 LB BAGS

LIGHT BROWN SUGAR, 25 LB BAGS

PEANUT BUTTER, CREAMY, 6/# 10 CANS ONLY (WILL NOT ACCEPT TUBS OR PAILS)

SAUSAGE SEASONING, 5/1 LB BAGS

PEPPER, BLACK, RESTAURANT GRIND ONLY, GOOD QUALITY, PACKED: ONLY 5 LB PLASTIC CONTAINERS WILL BE ACCEPTED,

APPENDIX G

Reference Score Sheet

TO BE COMPLETED BY MDOC STAFF ONLY

Bidder Name: _____

Reference Name: _____

Spoke to: _____

Score: _____

Able to provide meal service per the contract	Yes	No
Provide adequate staff to service the contract	Yes	No
Have an emergency plan in effect if kitchen was inoperable	Yes	No
Vendor easy to work with on menu changes	Yes	No
Vendor easy to work with on feeding schedule changes	Yes	No
Vendor listened when you had an issue and readily offered a solution (If never had an issue, please check here _____.)	Yes	No
Would you recommend	Yes	No

Each “yes” is one point; each “no” is zero points. Bidder must have a minimum score of “5” from three references (total of “15” points) to be considered responsible and for its bid to be considered.

Do you have any business or professional or personal interest in the bidder’s organization? If yes, please explain:		
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Called by: _____

Date/Time: _____

Comments: _____

APPENDIX H

ILLUSTRATED EXAMPLE OF PRICE EVALUATION

Appendix A, Part 1, Institutions:

POPULATION	PRICE	TOTAL
6600	\$4.20	\$27,720.00
6900	\$4.10	\$28,290.00
7200	\$4.00	\$28,800.00
7500	\$3.90	\$29,250.00
7800	\$3.80	\$29,640.00
8100	\$3.70	\$29,970.00
8400	\$3.60	\$30,240.00
8700	\$3.50	\$30,450.00
9000	\$3.40	\$30,600.00
9300	\$3.30	\$30,690.00
9600	\$3.20	\$30,720.00
9900	\$3.10	\$30,690.00
10,200	\$3.00	\$30,600.00
10,500	\$2.90	\$30,450.00
10,800	\$2.80	\$30,240.00
	Total of Prices \$52.50	

Average Price equals \$52.50 divided by 15 equals \$3.50

Appendix A, Part 2, Youth Offender Unit:

POPULATION	PRICE	TOTAL
1	\$20.00	\$20.00
15	\$19.00	\$285.00
20	\$18.00	\$360.00
25	\$17.00	\$425.00
30	\$16.00	\$480.00
35	\$15.00	\$525.00
40	\$14.00	\$560.00
45	\$13.00	\$585.00
50	\$12.00	\$600.00
	Total of Prices \$144.00	

Average price equals \$144.00 divided by 9 equals \$16.00

Appendix A, Part 3, Community Work Centers & Restitution Centers

Approximate Combined Population	Rate per CWCs & RCs Inmate per Day	Cost
1,830	\$2.50	\$4,575.00

Institutions – Median population of 8,700 times \$3.50 equals	\$30,450.00
YOU Unit – Median population of 30 times \$16.00 equals	\$480.00
CWC's & Restitution Centers - 1830 times 2.50 equals	<u>\$4,575.00</u>
Total Cost per Inmate per day	\$35,505.00

APPENDIX I

Additional Information

Total number of meals served

Year	MSP	CMCF	YOU	SMCI
FY 2012	1,157,977	1,141,582	0	1,158,059
FY 2013	1,226,285	1,203,815	6,669*	1,172,974
FY 2014	1,221,582	1,139,372	15,907	1,172,273
FY 2015	1,177,870	900,882	14,445	1,004,249

*YOU meals started on December 12, 2012

Average Number of Offenders on Medical Diets

Year	MSP	CMCF	SMCI
FY 2012	232	291	206
FY 2013	228	325	225
FY 2014	246	304	237
FY 2015	215	241	234

Number of Snack Bags (Two Peanut Butter sandwiches)

Year	MSP	CMCF	SMCI
FY 2012	115,636	39,267	20,635
FY 2013	115,672	42,324	21,784
FY 2014	103,656	53,362	19,071
FY 2015	37,209	14,932	16,902

APPENDIX I

Community Work Centers and Restitution Center Populations

FACILITY	CAPACITY	ACTUAL POPULATION*
Alcorn	92	0
Bolivar	102	73
Forrest	96	87
George	102	53
Harrison	102	65
Jackson	102	44
Jefferson	102	0
Leflore	102	75
Madison	102	71
Noxubee	92	77
Rankin	240	204**
Simpson	102	20
Washington	102	74
Wilkinson	102	55
Yazoo	102	62
Pike	93	80
Quitman	93	68
Greenwood Restitution	65***	65
Hinds Restitution	64***	64
Pascagoula Restitution	70***	70

*Actual population on December 7, 2015

**Includes 29 Restitution inmates

***Represents number of inmates fed at Restitution Center

MDOC Vegetables Produced

Year	Pounds	Value
FY 2012	2,873,143	\$1,353,013
FY 2013	1,598,982	\$709,186
FY 2014	1,008,893	\$407,713
FY 2015	1,102,581	\$535,069

APPENDIX J

List of Equipment to be Maintained by Contractor

Unit 29 Kitchen

Ice machine	Ice machine	Ice machine	Ice machine
Ice machine	Ice machine	Oven # 1	Oven #2
Oven #3	Oven #4	Oven #5	Mixer
Mixer	Food Warmer	Food Warmer	Food Warmer
Griddle	Proofer Box	Cambro Machine	Buffalo Chopper
Big Pot #1	Big Pot #2	Pot #1	Pot #2
Pot #3	Pot #4	Tilt Skillet	Sheet Pan Rack
Pan Rack	Pan Rack	Pan Rack	Pan Rack
Pan Rack	Diet Tray Rack	Meat Slicer	Pallet Jack
Pallet Jack	Dish Machine	Heated Transport Cart	Heated Transport Cart
Heated Transport Cart		Enclosed Pan Rack	Dish Machine
Enclosed Pan Rack		Enclosed Pan Rack	Floor Machine

Unit 30 Kitchen

Mixer	Griddle	Griddle	Electric Tilt Skillet
Food Warmer	Food Warmer	Food Warmer	Food Warmer
Food Warmer	Convection Oven	Convection Oven	Convection Oven
Ice Machine	Dish Machine	Electric Steam Kettle	Ice Machine
Fork Lift	3 Door Cooler	Meat Slicer	Electric Steam Kettle

CMCF

Dish Machine	Dish Machine	Electric Pallet Jack	Food Mixer
Food Mixer	Roller Conveyor	Steam Kettle	Steam Kettle
Steam Kettle	Steam Kettle	Steam Kettle	Ice Machine
Ice Machine	Meat Slicer	Meat Slicer	Stove
Revolving Oven	Revolving Oven	Revolving Oven	Robot Coupe
Table Chopper	Griddle	Griddle	Griddle
Griddle	Auto Hand Washer	Ice Machine	60 QT Mixer
60 QT Mixer	Steam Table	Cutter Mixer	Tilt Skillet
Tilt Skillet	Tilt Skillet	Bendi Forklift	Forklift
Heater Cabinet	Floor Machine		

SMCI

Ice Machine	Ice Machine	Steam Kettle	Steam Kettle
Steam Kettle	Steam Kettle	Steam Kettle	Steam Kettle
Steam Kettle	Steam Table	Steam Table	Tilt Skillet
Tilt Skillet	Tilt Skillet	Dish Machine	60 QT Mixer
Cutter Mixer	Forklift	Heated Transport Cart	Heated Transport Cart
80 QT Mixer	Food Slicer	Food Slicer	Floor Machine
Enclosed Pan Rack	Enclosed Pan Rack	Oven	Oven
Dish Machine	Griddle	Electric Pallet Jack	

Vehicles to be Maintained by Contractor

MDOC #	Make	Serial Number
MSP		
71491	Ford F 650	3FRNF65R27V544065
69092	Ford F 650	3FDNF65Y63MB02521
69071	Ford F 650	3FDNF65Y33MB03643
69090	Ford Van	1FTNS24253HA57405
69091	Ford F 650	3FDNF65Y83MB00544
35913	Trailer Van	1H5R04527FM018001
51002	Trailer Semi	1DTV61222RA223938
56806	Trailer Semi	1UYVS2488RM193601
64306	Trailer Utility	1UYVS2482YM198002
64307	Trailer Utility	1UYVS2480YM198001
69096	2004 Sterling Tractor	2FWJA3CV84AM23574
71490	2008 Peterbilt Tractor	1XPHD49X38D754852
71494	Trailer Semi	1UYVS25328M354803
73679	Peterbilt Tractor	1XPHD79X5CD160192
75516	Trailer Semi	1UYVS2487CM404701

CMCF		
56805	Ford Cutaway Van	1FDKE37L1VHB60159
63562	Ford Cutaway Van	1FDWE37L9XHB84276
64258	Ford Cutaway Van	1FDWE37LXXHB89163
71513	Ford Cutaway Van	1FDWE35L07DA78969
75096	Ford Van	1FTRE14723HA04515

SMCI		
67749	Ford Cutaway Van	1FDWE35L370A56335
72343	Ford Cutaway Van	1FDW3FL3BDB10075

The upkeep and maintenance on any additional equipment or vehicles acquired will be the responsibility of the vendor.