

Request for Proposal 15-032

**Canteen Services for MDOC Correctional Facilities, Privately
Operated Facilities, and Community Work Centers**

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

Contact Person: Sandra Edwards

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RFP Issued via MAGIC: Monday, March 16, 2015

Proposals Due via MAGIC: Friday, April 24, 2015 by 4:00 p.m. CST

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SECTION 2 – DEFINITIONS

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

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

- 2.22 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.
- 2.23 MCCF – means Marshall County Correctional Facility located in Holly Springs, Mississippi.
- 2.24 May - denotes the permissive.
- 2.25 MDOC - means Mississippi Department of Corrections.
- 2.26 Offeror - means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.27 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.28 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.
- 2.29 Procurement Officer - means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of authority.
- 2.30 Proposer – means the qualified canteen service provider.
- 2.31 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.32 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).
- 2.33 RFP – means Request for Proposals.
- 2.33.1 Respondent – means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.34 Services - mean the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.
- 2.35 Shall - denotes the imperative.
- 2.36 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.37 State – means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.
- 2.38 Subcontractor – For the purposes of the RFP, any person or organization with which the vendor contracts to provide a service or a product used in the implementation of the proposed services.
- 2.39 WCCF – means Wilkinson County Correctional Facility located in Woodville, Mississippi.
- 2.40 WGCF – means Walnut Grove Correctional Facility located in Walnut Grove, Leake County, Mississippi.

SECTION 3. NOTICE TO RESPONDENTS

3.1 Request for Proposals

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written proposals for Canteen Services for the MDOC State Operated Correctional Facilities, Privately Operated Facilities, Community Work Centers, and Restitution Centers.

3.2 Submission of Proposals

3.2.2 Written proposals for Canteen Services will be accepted by the MDOC via MAGIC (Mississippi’s Accountability System for Government Information and Collaboration) until **4:00 p. m. CST, on Friday, April 24, 2015.**

3.3 General Information

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

3.3.2 The Single Point of Contact for the MDOC “Canteen Services RFP #15-032” is Sandra Edwards, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Email: SEdwards@mdoc.state.ms.us.

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

SECTION 4. GENERAL INFORMATION

4.1 Purpose of RFP

4.1.1 To solicit proposals for the MDOC Canteen Operation.

1. Primarily, the MDOC desires to establish an agreement with one qualified contractor to provide **offsite** statewide canteen services.
2. Secondly, the MDOC is seeking alternative plans and cost proposals on **onsite** canteen services to include warehousing and bagging using MDOC inmate labor.
3. Thirdly, the MDOC is seeking alternative plans and cost proposals on canteen services (offsite or onsite) plus inmate banking services.

Offerors may select to provide services offsite or onsite. The selected vendor will be responsible for the management of daily operations of the canteen program to include the following:

4.1.2 Canteen Services - purchasing, receiving, storage, and inventory of the Vendor's goods and supplies; record keeping, accountability, and supervision of vendor employees, equipment, and supplies; and delivery of individual inmate orders to specified MDOC facilities on a weekly basis.

4.1.3 In accordance with Mississippi Code Annotated § 47-5-109 (2014),

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

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

See Exhibit A (Mississippi Code Annotated § 47-5-109 (2014) and **Exhibit B** (MDOC Canteen Operations Policies).

4.2 Type of Proposed Contract

The proposed contract that would result from this RFP is considered an “indefinite quantity contract” based on orders from MDOC inmates for canteen items that would have established unit prices.

4.3 Commission to MDOC

Mississippi Code Annotated 47-5-109 (2014) allows for funds from the sale of canteen items to accrue to the Inmate Welfare Fund. Based on established unit prices for the canteen items, the proposed contract will also establish the commission that MDOC will receive from the sale of canteen items.

4.4 Inmate Banking

Inmate fund accounts are currently managed by MDOC. **See Exhibit C - Summary of Internal Controls and Procedures for Inmate Banking.** The alternative plans and cost proposals will allow MDOC to determine the feasibility of contracting the services of inputting deposits and withdrawals from inmate accounts.

4.5 Terms of Proposed Contract

4.5.1 Upon acceptance of a proposal 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 RFP. The contract shall be for thirty six (36) months beginning on July 1, 2015.

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

4.5.3 It shall be the responsibility of the offeror to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

4.5.4 The offeror agrees to abide by the rules and regulations as prescribed herein and as prescribed by the MDOC as the same now exists, or may hereafter from time-to-time be changed in writing.

4.6 Intent to Bid Form

4.6.1 All prospective vendors are required to submit the **Intent to Bid Form (Exhibit D)** to Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5206, Fax to 601-359-5377, or scan the form and Email: SEdwards@mdoc.state.ms.us.

4.6.2 The Intent to Bid Form must be received no later than **4:00 p.m. CST on Thursday, April 2, 2015.**

4.7 Tour of MDOC Facilities and Authorization Form

4.7.1 A tour of the canteen space at the facilities indicated will be conducted according to the proposed Procurement Schedule in Section 4.11 below. These will be the only tours of the facilities available to vendors. **The tours are not mandatory;** however, the tours may assist the offerors with preparation of the plan for providing the services.

- 4.7.2 Promptness is a necessity. **COMMENTS MADE DURING THE TOUR WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE TOUR.**
- 4.7.3 Any offeror planning to enter the correctional facilities must prepare the attached **Authorization for Release of Information Form, Exhibit E**, for each individual attending tours. The Authorization Form for each individual attending tours must be submitted at the same time as the Intent to Bid Form. In other words, Exhibit D and Exhibit E must be received **no later than Thursday, April 2, 2015 at 4:00 p.m. CST** by Sandra Edwards.
- 4.8 Questions/Written Clarification to Specifications
- 4.8.1 Offerors are cautioned that any statements made by the contract or technical contract person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal.
- 4.8.2 If any offeror contemplating submitting a proposal under this solicitation and is in doubt as to the meaning of the specifications or anything in the RFP documents, the offeror must submit a “request of clarification” to Sandra Edwards, Contracts Division Director, Mississippi Department of Corrections. All requests for clarification must be received by Ms. Edwards at SEdwards@mdoc.state.ms.us before or on Friday, **April 17, 2015** by 4:00 p.m. CST.
- 4.8.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 4.9 Samples of Canteen Items
- All offerors must submit samples of proposed canteen items to Sandra Edwards, Contracts Division, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202 no later than **Wednesday, April 23, 2015 at 4:00 p.m. CST.**
- 4.10 Acknowledgement of Amendments to RFP/Specifications
- Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal 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 proposals.

4.11 Procurement Schedule

DAY	DATE	TIME	PROCUREMENT TASKS
Monday	3/16/2015		Advertise in MAGIC and in Newspaper
Monday	3/23/2015		Advertise in Newspaper
Thursday	4/2/2015	4 p.m. CST	Deadline for Intent to Bid and Authorization Forms for all Tours
Wednesday	4/8/2015	10 a.m. CST	Pre-Proposal Vendor Conference at Central Mississippi Correctional Facility
		11 a.m. CST	Tour of Central Mississippi Correctional Facility Canteen Space
		1:00 p.m. CST	Tour Flowood Restitution Center Canteen Space
Thursday	4/9/2015	10 a.m. CST	Vendor Tour of Walnut Grove Correctional Facility Canteen Space
		1 p.m.	Madison County Community Work Center
Friday	4/10/2015	10 a.m. CST	Vendor Tour of Mississippi State Penitentiary Canteen Space
		1 p.m. CST	Yazoo County Community Work Center
Friday	4/17/2015	4 p.m. CST	Deadline for Vendor Questions
Wednesday	4/22/2015		Answers to Vendor Questions sent via email to Vendors that submitted the Intent to Bid Form and posted to MAGIC
Thursday	4/23/2015	4 p.m. CST	Deadline for Offerors to deliver sample of canteen items to MDOC Central Office.
Friday	4/24/2015	4 p.m. CST	Deadline for Proposals via MAGIC
	4/27-30/2015		*Evaluation If Evaluators request Best and Final Offer: Oral Presentations on Thursday 4/29/2015
Friday	5/1/2015		Contract information submitted to Task Force
Friday	5/15/2015		Notice of Contract Award to all Respondents
	5/18-20/2015		Debriefings, if requested by vendors
	5/21-22/2015		Contract Negotiations and Discussions
Monday	5/25/2015		Memorial Day
Tuesday	5/26/2015		Deadline for submission to the Personal Service Contract Review Board
Tuesday	6/16/2015	9 a.m.	PSCRB Monthly meeting
Wed.	7/1/2015		Contract Begins

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

4.12 Deadline for Proposals

Written proposals are due and must be “released” in MAGIC on, or before, Friday, April 24, 2015 at 4:00 p.m. The samples of proposed canteen items must be received before this deadline or the proposal may be rejected.

4.13 Rejection of Proposals

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

4.13.1 The proposal contains unauthorized amendments to the requirements of the RFP;

4.13.2 The proposal is conditional;

4.13.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;

4.13.4 The canteen sample items are received late;

4.13.5 The proposal is received late;

4.13.6 The proposal is not signed by an authorized representative of the offeror;

4.13.7 The proposal contains false or misleading statements or references; and,

4.13.8 The proposal does not offer to provide all services required by the RFP.

4.14 Informalities and Irregularities

4.14.1 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.

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

4.15 Errors or Omissions

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

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

4.16 Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

4.17 Competitive Negotiation

- 4.17.1 The procurement method to be used is that of competitive negotiation from which MDOC is seeking the best combination of price, experience and quality of service.
- 4.17.2 Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 4.17.3 Likewise, MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.
- 4.18 RFP Does not Constitute Acceptance of Proposal
 - 4.18.1 The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDOC to execute a contract with any other party.
 - 4.18.2 MDOC reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.
- 4.19 Exceptions and Deviations
 - 4.19.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written.
 - 4.19.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.20 Non-Conforming Terms and Conditions
 - 4.20.1 A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive.
 - 4.20.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.
- 4.21 Proposal Acceptance Period

Proposals shall remain binding for ninety (90) calendar days after proposal due date.
- 4.22 Expenses Incurred in Preparing Proposals

MDOC accepts no responsibility for any expense incurred by the offeror in developing, submitting, and presenting the proposal. Such expenses shall be borne exclusively by the offeror. MDOC will not provide reimbursement for such costs.
- 4.23 Trade Secrets and Proprietary Information
 - 4.23.1 The offeror/proposer should mark any and all pages of the proposal 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.

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

4.24 Debarment

By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi.

4.25 Certification of Independent Price Determination

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

4.26 Prospective Contractor’s Representation Regarding Contingent Fees

(To be placed in prospective Contractor’s response bid or proposal.) The prospective Contractor represents as a part of such Contractor’s proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

SECTION 5. SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

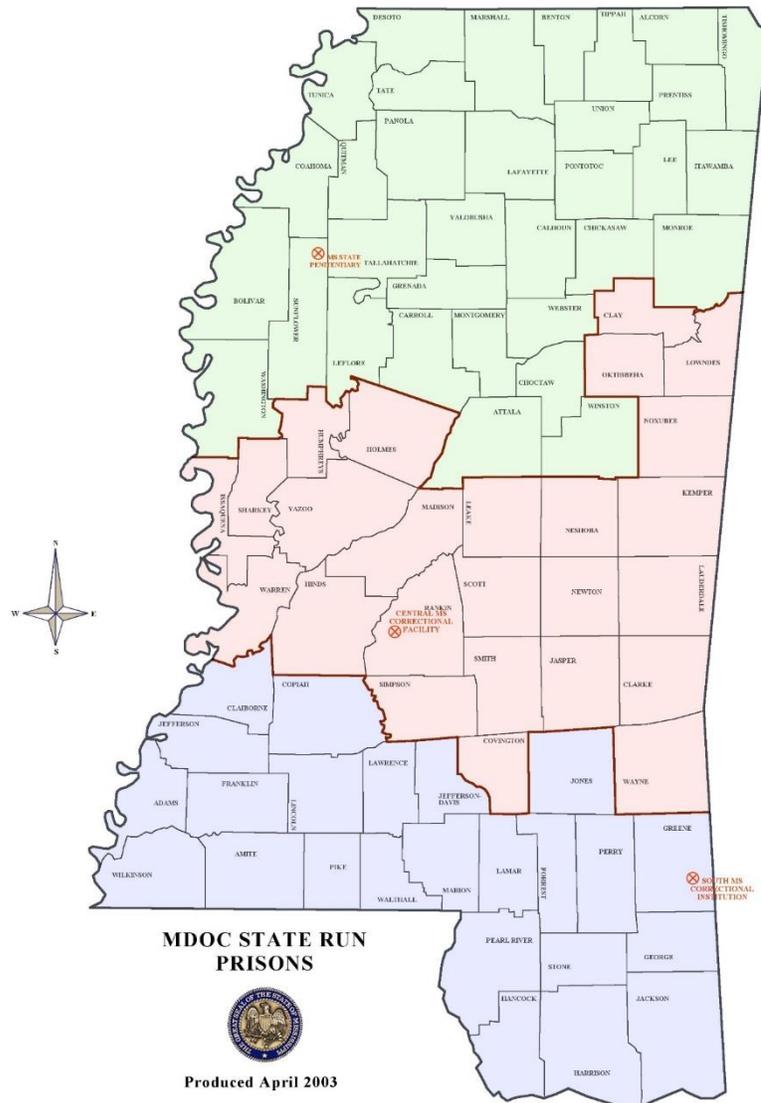
5.1 Location of MDOC Facilities

One contract will be awarded to one vendor to provide for weekly canteen services at the facilities below.

5.1.1 MDOC State operated facilities:

1. Mississippi State Penitentiary (MSP), 590 Parchman Road 12, Parchman, MS 38738
2. Central Mississippi Correctional Facility (CMCF), 3794 Hwy 468, Pearl, MS 39208
3. South Mississippi Correctional Institution (SMCI), 22689 Mississippi 63, Leakesville, MS 39451

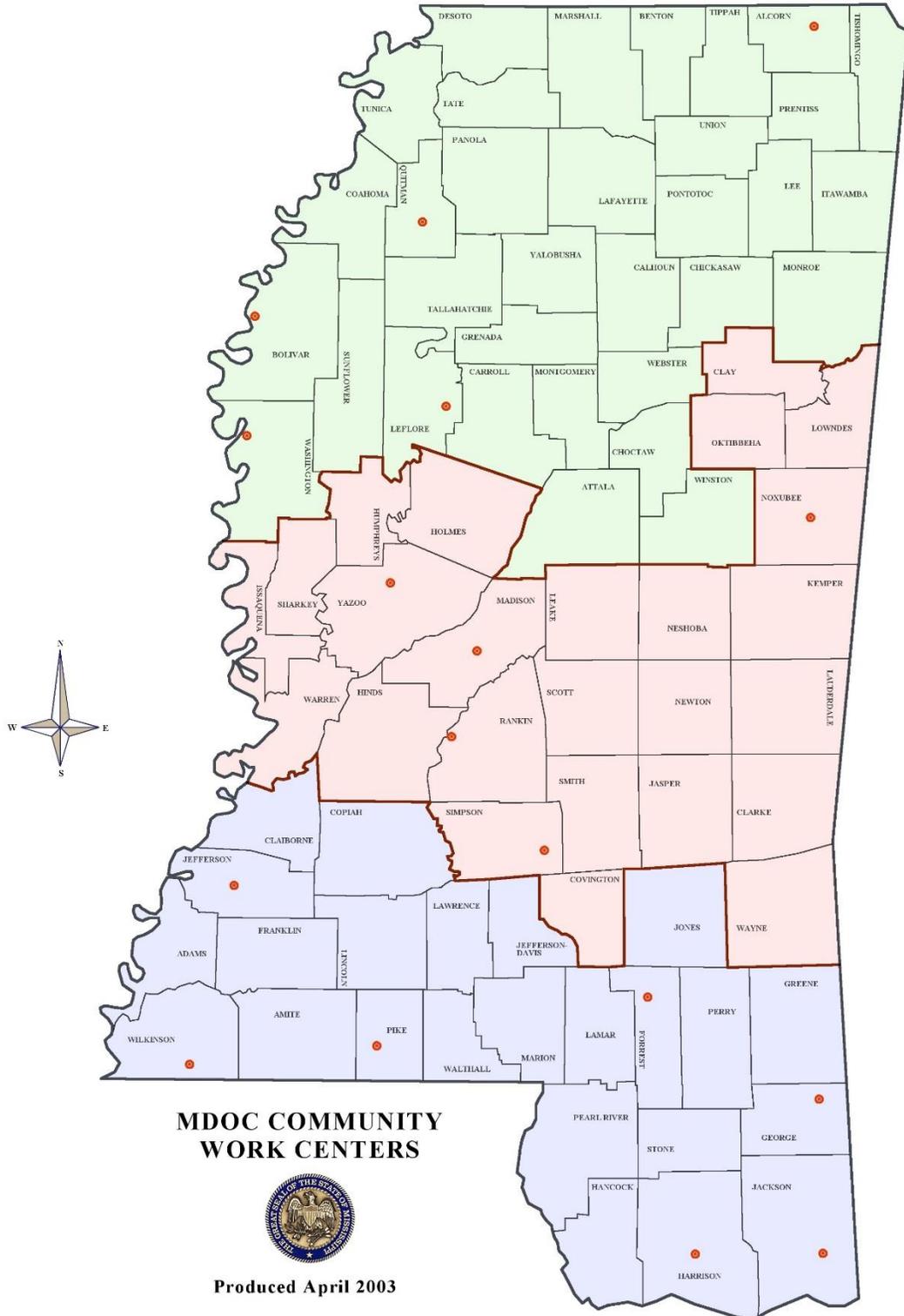
See the map below.



5.1.2 Community Work Centers:

1. Alcorn County Community Work Center, 2407 Norman Road, Corinth, MS 38834
2. Bolivar County Community Work Center, 604 Hwy 8, Rosedale, MS 38769
3. Forrest County Community Work Center, 112 Alcorn Avenue, Hattiesburg, MS 39401
4. George County Community Work Center, 156 Industrial Park Drive, Lucedale, MS 39452
5. Harrison County Community Work Center, 3820 8th Avenue, Gulfport, MS 39501
6. Jackson County Community Work Center, 1717 Kenneth Avenue, Pascagoula, MS 39567
7. Jefferson County Community Work Center, 101 Corrections Road, Fayette, MS 39069
8. Leflore County Community Work Center, 3400 Baldwin County Road, Greenwood, MS 38930
9. Madison County Community Work Center, 140 Corrections Drive, Madison, MS 39046
10. Noxubee County Community Work Center, 110 Industrial park Road, Macon, MS 39341
11. Pike County Community Work Center, 2015 Jesse Hall Road, Magnolia, MS 39652
12. Quitman County Community Work Center, 201 Camp B Road, Lambert, MS 38643
13. Simpson County Community Work Center, 714 Wood Road, Magee, MS 39111
14. Washington County Community Work Center, 1398 N. Beauchamp Ext., Greenville, MS 38703
15. Wilkinson County Community Work Center, 84 Prison Lane, Woodville, MS 39669
16. Yazoo County Community Work Center, 625 W. Jefferson Street, Yazoo City, MS 39194

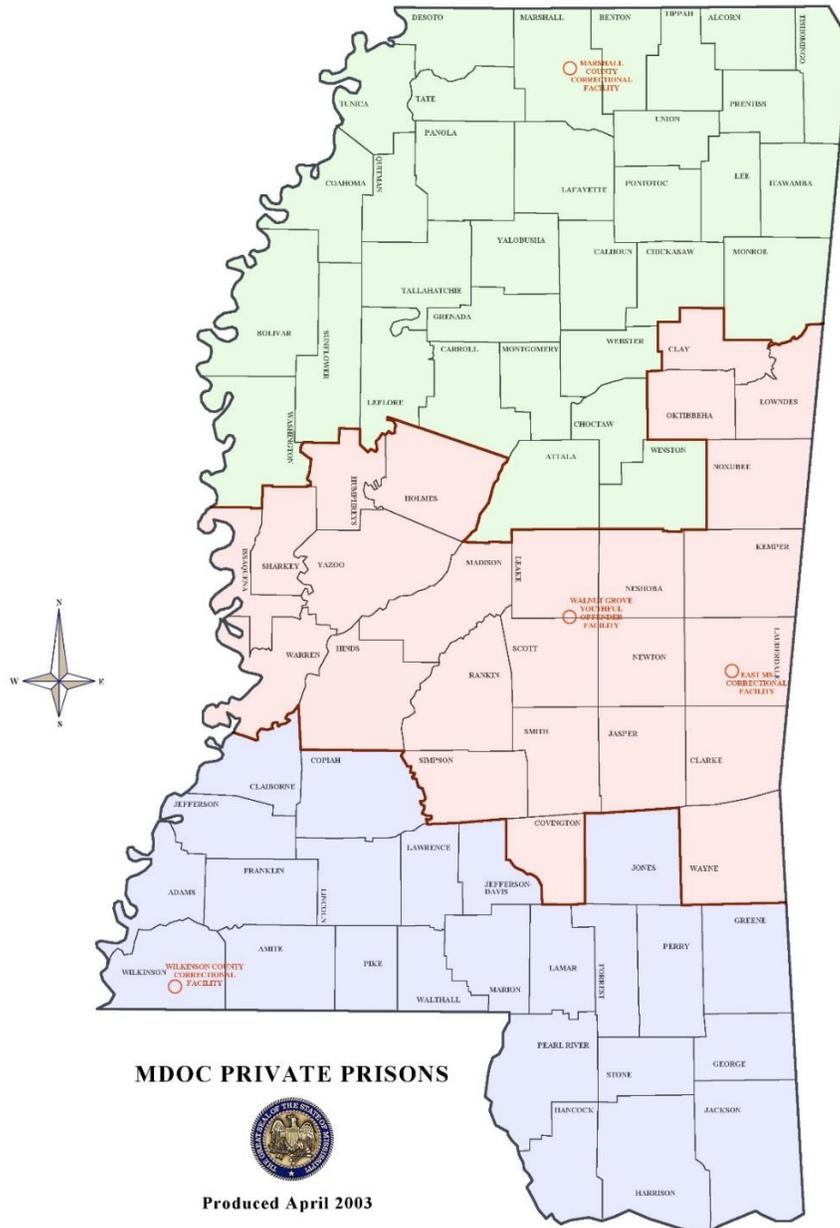
See the map on the next page.



5.1.3 Privately operated facilities:

1. East Mississippi Correctional Facility, 10641 Highway 80 West, Meridian, MS 39307
2. Marshall County Correctional Facility, 833 West Street, Holly Springs, MS 38635
3. Walnut Grove Correctional Facility, 1650 MS-492, Walnut Grove, MS 39189
4. Wilkinson County Correctional Facility, 2999 US-61, Woodville, MS 39669

See the map below.



5.1.4 MDOC Restitution Centers

1. Flowood Restitution Center, 1632 Hwy 80 East, Flowood, MS 39231
2. Greenwood Restitution Center, 308 Hwy 7 North Rear, Greenwood, MS 38930
3. Hinds County Restitution Center, 429 South Gallatin Street, Jackson, MS 39203
4. Pascagoula Restitution Center, 1721 Kenneth Avenue, Pascagoula, MS 39567

Note: The Selected Vendor may have to make periodic deliveries to the restitution centers for MDOC inmates that work at the centers.

5.1.5 **Exhibit F** to the RFP shows the Daily Inmate Population Report, Effective March 3, 2015. Offerors should be aware that the number of inmates changes regularly. For the sake of calculating expense, offerors may use a total estimated inmate count of 13,200.

5.1.6 The contract will be awarded to the most responsive and responsible offeror found to be in the best interest of the State of Mississippi and not necessarily to the lowest price vendor.

5.2 Minimum Offeror Requirements

5.2.1 Must be established as a business for the past three (3) years.

5.2.2 Must demonstrate experience providing canteen services within a correctional type setting in the past.

5.2.3 Must have staff dedicated solely for the purpose of providing canteen services.

5.2.4 Offeror employees entering the facilities and working in the facilities must be able to pass, to the satisfaction of the MDOC, a security and background check performed by MDOC.

5.2.5 Must identify any subcontractors that will be involved in the development, implementation, training, and operation of this project. **Offeror's product suppliers are exempt from this requirement.**

5.2.6 Must provide a minimum of five references from past or current clients, three (3) of which must be able to verify correctional canteen services.

5.2.7 Must provide certified financial statements reflecting capability to sustain operations for the term of the proposed contract.

5.2.8 Must provide product samples to MDOC at no charge and return of samples at the offeror's expense.

5.2.9 Must have all services outlined in this RFP completely implemented and operational within ninety (90) days from the contract date unless otherwise agreed to by the Agency.

5.2.10 Must be in compliance with Mississippi Code Annotated 79-4-15.01 (1972, as amended) regarding authorization to transact business in Mississippi.

5.3 Scope of Services

The Canteen Operation currently sells personal hygiene goods, food and snack items, and other specialty items such as personal radios, televisions, clothing, etc. The Master Canteen Product & Price List is provided as **Exhibit G**. The Selected Vendor will administer all aspects of the canteen operation, including but not limited to:

5.3.1 The selected vendor must meet the minimum vendor requirements in 5.2 above.

5.3.2 Purchasing of inventory

The Selected Vendor shall maintain sufficient inventory of canteen products at selected vendor's warehouse facilities to reduce shortages and back orders to a minimum.

5.3.3 Technology Requirements

1. The Selected Vendor shall have an online canteen system that is compatible with MDOC's current inmate management system (Offendertrak).
2. The Selected Vendor shall allow MDOC inmates to order via telephone or via kiosk at MDOC facilities with kiosk capability. The vendor must indicate in their proposal narrative their process for accepting inmate orders and updating inmate accounts. In addition, offerors should indicate if there will be a separate charge for the inmates ordering via telephone.
3. The Selected Vendor shall be able to send and receive text files including a validation file that will be used at point of sale to process inmate order requests and a commissary purchase transaction file that will include commissary purchase transactions that are to be deducted from inmate account balances. The Selected Vendor's system must accommodate 5 – 6 digit inmate identification numbers that may be numeric or alphanumeric. Example of inmate identification numbers are: K1805, L1225, 66243, 156778.
4. The Selected Vendor shall be able to provide weekly reports on the information required by MDOC in the format required. See **Exhibit H** for Sample Weekly Reports.
5. The Selected Vendor shall propose how they will communicate with the inmate concerning their order. For example: If the inmate's account will not cover the inmate's order, will the vendor process a partial order and how will the inmate know what to expect when their order arrives?

5.3.4 Operating a warehouse, bagging, and distribution operation **offsite**

1. The Selected Vendor shall receive MDOC canteen product shipments at the Selected Vendor's warehouse facilities. Describe warehouse receiving process and procedures for the proposed contract.
2. The Selected Vendor shall have necessary personnel to bag individual inmate orders in clear see-through plastic bags and other clear containers.
 - A. Describe required warehouse positions, screening, hiring, and firing protocols for persons involved in the day to day canteen operation.
 - B. Include a staffing plan specifically for the canteen operation which would include the number of required positions and the minimum rate of pay for each proposed position and indicate if the personnel are "to be hired."
3. Offerors shall describe the size of warehouse facility, description of operation and security measures in place in the warehouse where the MDOC canteen items will be stored and bagged.

4. Two copies of the order receipt shall be sealed within the bagged items: one for the institution where the inmate is located, and one for the inmate. The receipt shall contain the following information:
 - A. Inmate/Offender name (First and Last)
 - B. Inmate/Offender location
 - C. Inmate/Offender I.D. number
 - D. Items, quantities ordered, item selling price
 - E. Total cost of transaction
 - F. An inmate/offender signature line
 5. Delivery hours at each facility will be set by the Warden/Superintendent and guaranteed by Selected Vendor unless the Warden/Superintendent notifies the Selected Vendor of any changes due to security requirements.
 6. Selected Vendor should prepare a list of all items to be delivered, for each inmate, for each facility, and send the facility list to the warden, superintendent, and designated Canteen Employee of each facility at least two (2) business days before the delivery date. All items are subject to search prior to being issued to the inmates/offenders.
 7. Items should be packaged in sealable type containers to avoid bacteria.
 8. Goods should be containerized so they can be easily removed from the vehicle transporting the items.
 9. The items themselves should be containerized in easily manageable boxes to avoid injury. Suggested maximum weight is 30 pounds.
 10. Hazardous materials should not be in the area or vehicles where the products are transported.
 11. Prior to transport to Correctional facilities, vehicles should be treated for infestation and rodents.
- 5.3.5 Delivering canteen orders to all locations weekly in accordance with the facility schedule.
 - 5.3.6 Providing detailed canteen reports to MDOC monthly.
 - 5.3.7 Handling returned orders: for those inmates/offenders that were released or transferred, damaged goods and shortages (i.e. out of stock items).
 - 5.3.8 See **Exhibit B** (MDOC Canteen Operations Policies).
 - 5.3.9 MDOC reserves the right to visit offerors' site to review offerors' warehouse operation.

5.4 Alternate Scope of Services

Offerors shall prepare a plan for Section 5.3 of this RFP **and an optional** plan for Section 5.4. The Standard Scope is Option 1A. The Alternate scope of services may consist of one or a combination of Options 1B, 2A, and 3A. The Alternate Plan requires a labeled "alternate plan and cost proposal" in the proposal with the following options:

- 5.4.1 Option 1B. Warehousing and bagging canteen orders at MDOC facilities (**onsite**) using MDOC inmate labor,
- 5.4.2 Option 2A. Warehousing and bagging canteen orders plus processing inmate account transactions (**offsite**) with vendor employees. This

- 5.4.3 Option 3A. Warehousing and bagging canteen orders plus processing inmate account transactions (**onsite**) with vendor employees.
- 5.4.4 The offeror shall include proposed staffing levels in their standard proposal and in their alternate proposal.
- 5.4.5 The selected vendor must maintain time records for each inmate worker and report hours worked to the respective facility on a weekly and/or monthly basis, depending on the facility request.
- 5.4.6 The selected vendor shall be responsible for reporting to the Warden/Designee any person observed violating any laws or MDOC rules of conduct to security personnel. The selected vendor has the right to request removal of any inmate if vendor feels the inmate is unsuitable for the canteen service function.
- 5.4.7 The selected vendor shall provide appropriate task-related training, including equipment handling, operation, and safety, for all inmate workers.
- 5.4.8 The selected vendor shall provide inmates with training on any task assigned to the inmate. Vendor shall document this training and provide documentation to the Warden/Administrator or Designee. The vendor must evaluate inmate in writing, in accordance with MDOC's Policies and Procedures for each facility.
- 5.4.9 The selected vendor must ensure that inmates will not operate computer equipment, service a sales window, or provide delivery services. Any on-site deliveries must be made by selected vendor's personnel. Selected vendor shall seek approval from Warden/Administrator or Designee for inmates to perform any other functions assigned to vendor's personnel.
- 5.4.10 The selected vendor must immediately report and release to the MDOC any information regarding performance and/or behavior, including but not limited to, violations of law, policy or procedure, work place injury or accidents whether the accident directly impacted the inmate or other members at the work site or not, task and safety related concerns, or other information as may be related to personal or public safety issues.
- 5.4.11 Selected vendor will also report all hazardous conditions or equipment to the Warden/Administrator or Designee as soon as practicable.
- 5.4.12 The selected vendor must cooperate fully with the agency on any and all matters arising from activity with the inmate workers, involving criminal prosecution, civil liability, disciplinary action or other administrative proceedings, which includes, but is not limited to, preparation of reports, and providing testimony.
- 5.4.13 The selected vendor's personnel are required to be dressed in vendor provided, identifiable, serviceable uniforms appropriate for the duties they are performing and subject to MDOC approval. Vendor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight fitting, provocative, or revealing is not appropriate attire for a prison environment. Individual's so dressed will be asked to change their clothing or leave the institution. Vendor's staff may be denied access to the facility for non-compliance of the requirements set forth above.

- 5.4.14 MDOC currently utilizes MDOC personnel for inmate accounts. The alternate plan and cost proposal will assist MDOC in determining the feasibility of allowing the canteen vendor to process inmate banking transactions. The successful vendor must interface with the OffenderTrak solution in order to update inmate account information and report to the MDOC.
- 5.4.15 The selected vendor must provide and maintain all software and hardware necessary to accomplish the canteen operations. Vendor will be given access to the inmate accounting system used by MDOC which includes point-of-sale and inventory features. For all vendor-provided systems, Vendor must provide 24/7/365 support for resolving hardware and software problems within 24 hours. Vendor shall coordinate and communicate with the MDOC facility assigned staff member.
- 5.4.16 The selected vendor is responsible for assuring that sales do not exceed the balances and/or spending limits of the inmate's balance in the inmate account. No negative inmate account balances are permitted for canteen sales.
- 5.4.17 The selected vendor is responsible for distributing the canteen items to the different units, or to one central onsite distribution unit (depending on the facility) where designated MDOC personnel will sign for canteen items received.

5.5 Site Visit

MDOC reserves the right to visit offerors' office and/or warehouse operation before a vendor is selected and/or before the proposed contract begins.

5.6 Financial Statements

- 5.6.1 Offerors shall provide Compiled Financial Statements certified by company owner(s) in the proposal package.
- 5.6.2 The selected vendor shall supply the MDOC with an independent Certified Public Accountant's yearly compiled financial statements within six months of the end of the selected vendor's fiscal year, and in accordance with generally accepted accounting principles.

5.7 Fee for Services

- 5.7.1 The Selected Vendor will provide the scope of services at no expense to the MDOC and will charge the inmates/offenders the negotiated retail amounts.
- 5.7.2 Future Price Increases will be negotiated with the Selected Vendor and approved by the MDOC Canteen Committee as per MDOC Policies and Procedures. Any price increases will be based on a manufacturer's change in wholesale pricing. Offerors may propose a different basis for future price increases on items to be sold to inmates in their proposal.
- 5.7.3 The Offerors will propose retail pricing plus tax for the items on **Exhibit I** and submit it with their proposal. Each page of the "Bid Sheet" will be signed by the authorizing person. **Offerors will download Exhibit I from MAGIC as an Excel Spreadsheet.**
- 5.7.4 The offerors will offer the MDOC a commission on all Canteen sales using **Exhibit I-1** to the RFP.

5.8 Small, Women, and Minority-Owned Businesses Subcontracting and Evidence of Compliance

5.8.1 Where it is practicable for any portion of the proposed contract to be subcontracted to other suppliers, offerors are encouraged to offer such business to small, women, and/or minority businesses, and provide proof of same in the vendor's proposal indicating the name of firm, phone number, total dollar amount to be subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

5.8.2 No portion of the work shall be subcontracted without the prior written consent of the MDOC. The selected contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

5.9 Product Samples

5.9.1 Offerors shall provide product samples to be submitted on a no-charge basis on or before **April 23, 2015**, for evaluation of quality. If an offeror does not make arrangements for the return of product samples within 10 days after April 23, 2015, the MDOC may dispose of the product samples.

5.9.2 Products listed on the Bid Sheet will be used to evaluate the pricing structure proposed by the Vendor, but Vendor will sell other products, as approved by the MDOC Canteen Committee.

5.9.3 The selected vendor may propose canteen products that are new to the market for the MDOC's review and approval. All items to be sold shall be approved by the MDOC Canteen Committee.

5.9.4 The selected vendor shall assure that any item approved shall not exceed \$100.00 in value with the exception of video game consoles, televisions, musical instruments and any other specific items requested by and/or approved by the MDOC Canteen Committee.

5.10 Responsibilities of Proposed Vendor

5.10.1 Delivery of approved Canteen items for three (3) state operated facilities, four (4) privately operated facilities, seventeen (17) CWCs presently operated by MDOC, and (4) restitution centers.

5.10.2 Maintenance of vendor facilities, machinery, equipment, and delivery methods.

5.10.3 The Selected Vendor shall bear the expense of necessary repairs if they are caused by the negligence of the Selected Vendor's employees. The MDOC shall be responsible for accomplishing the repairs. Once the repairs are completed the cost of the repairs will be billed to the Selected Vendor.

5.10.4 The selected vendor shall provide canteen services at identified MDOC locations in compliance with applicable Federal and State laws, court orders, ACA Standards, and MDOC policies and procedures. If a difference exists between the above standard and/or laws, the higher standard will be followed. MDOC shall remove any person or persons employed by the selected vendor that refuse to comply with

the requirements. All onsite vendor staff must be trained and shall comply with all statutes and standards.

- 5.10.5 Selected vendor personnel proposed to work in the MDOC facilities must complete staff orientation and institutional training. Individuals employed by the vendor who will be performing services in the institution shall be required to undergo an initial orientation to the institution, which will not exceed forty (40) hours. In addition, all new employees and subcontractors including those who are in the institution less frequently will be required to complete an initial orientation. Annual refresher training may also be required. All selected vendor employees are required to follow agency policy and procedure and may be denied entry for any breach of such.
- 5.10.6 The proposed vendor will provide no special privileges to the inmates.
- 5.10.7 Public Information and Publicity. All official communication shall be managed according to policies to be adopted by all parties. The proposed vendor will promptly refer requests for public information to the MDOC Communications Director or his/her designee. The proposer will not release information regarding inmates except to the extent required by applicable Federal and/or State laws or court orders.
- 5.10.8 Legal Proceedings. The proposed vendor will defend, at its expense, any actions filed against it, or any of its employees by, or related to, the inmates.
- 5.10.9 Personnel. The proposed vendor shall provide professional personnel to deliver canteen orders to MDOC locations,
 - 1. Prior to employment with the proposed vendor, applicants shall be subjected to a thorough background check and shall comply with MDOC policy and procedures relating thereto.
 - 2. At no time shall the proposed vendor employ a person who is simultaneously employed by the MDOC, or who is a former MDOC employee without advance approval from MDOC, said approval not to be unreasonably withheld.
- 5.10.10 Training. The proposed vendor shall provide an orientation and training program for all proposed vendor employees. Said orientation and training program shall meet the approval of the MDOC.
- 5.10.11 Background Check. The proposed vendor shall cooperate with MDOC in conducting criminal checks on potential employees and its subcontractors.
- 5.11 Emergency/Disaster Plan and Drills
 - 5.11.1 The proposed vendor will adopt and have in place, within sixty (60) days of contract award, a disaster plan in the event of a disaster, either naturally occurring or man-made.
 - 5.11.2 The canteen disaster plan shall meet the approval of MDOC. All proposed vendor staff shall be trained in their roles within the context of this plan.
 - 5.11.3 The proposed vendor shall provide the superintendent/wardens with a copy of the plan, as well as an updated contact list for recall of key vendor staff.
- 5.12 Vendor Technology Requirements

MDOC requires that a data interface exist between MDOC and the Selected Vendor. All electronic transmissions must take place to and from the Selected Vendor's FTP site. No access will be granted to the Selected Vendor to the MDOC mainframe.

5.13 Responsibilities of MDOC

MDOC will be responsible for management of the following services:

5.13.1 Guidance to Selected Vendor in MDOC policy and procedure

5.13.2 Custody, Care, and Control of MDOC inmates

5.13.3 Structural maintenance of MDOC facilities

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

5.13.5 Security for proposed canteen staff delivering canteen goods.

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

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

5.13.8 Agreed commission based on monthly sales to be kept by MDOC and remaining amount to be transmitted to selected vendor by MDOC by the 15th day of the following month.

5.14 MDOC Policy

It is the policy of the MDOC to provide commissary or canteen services to eligible inmates. The commissary or canteen operation is governed by an agency wide Canteen Committee that determines what items can be sold to inmates, approve the prices of the items, and set policies and procedures. **See Exhibit B** (MDOC Canteen Operations Policies).

5.14.1 Certain Items are Prohibited

1. Caustic substances,
2. Toxic substances,
3. Metal items or containers, and/or
4. Glass items or containers.

All items and container will be made of plastic.

5.14.2 Inmate Identification

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

5.14.3 Cashless System

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

5.15 Security

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

- 5.15.2 All personnel entering a correctional facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines. Selected Vendor personnel must display MDOC issued ID cards on their person at all times when inside MDOC facilities. All Selected Vendor's personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
- 5.15.3 All equipment, tools supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and brought out of the security compound when not in use.
- 5.15.4 Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates or wards of a facility are prohibited and will be prosecuted under the provisions of Mississippi Code. The contractor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between the Selected Contractor's employees and an inmate/offender which assists the inmate/offender to escape is a felony and will be prosecuted.
- 5.15.5 The Selected Vendor's personnel may not deliver, receive or otherwise transfer any item (no matter how innocuous) to or from an inmate/offender (except for those items detailed as approved in the Contract resulting from this RFP) without express permission of the Warden/Superintendent or his designee.
- 5.15.6 The Selected Vendor's personnel or representatives are limited to movement to, from and within their assigned area. No contact is allowed with inmates/offenders unless expressly approved.
- 5.15.7 No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional facility.
- 5.15.8 The MDOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations or procedures.
- 5.15.9 All Selected Vendor's personnel are required to be dressed appropriately for the duties they are performing. The Selected Contractor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight-fitting, provocative or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
- 5.15.10 Any mail or packages received at the facility will be searched prior to being delivered inside the security perimeter.
- 5.15.11 Any vehicle left unattended must be locked and the keys must be removed or it should be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after an institutional count has been completed. Count times vary.
- 5.15.12 The Warden/Administrator or designee has the authority to revoke a contract employee's security clearance as deemed necessary.

5.16 Administrative Remedy Procedure

5.16.1 The MDOC Contracts Division will have primary responsibility to monitor and enforce the terms of an Agreement with the selected Vendor. Please review the MDOC Administrative Remedy Program in **Exhibit J**.

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

1. Plan of Correction

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

2. Liquidated Damages

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

SECTION 6. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

6.1 General Instructions

- 6.1.1 Offerors shall submit all information as requested in this RFP. All information must be clearly labeled and tabbed using the section titles and the order as presented in Section 6.4.8 below. Proposals shall use 12 point font, be single spaced and have 1 inch margins. Offerors should provide as much detail as possible for each item in Section 5 of this RFP. If you cannot provide the answer or information, please explain.
- 6.1.2 Offerors are required to submit **Exhibit K** – Submission Cover Sheet – as the first page of their proposal.
- 6.1.3 Offerors are required to state “agreed” or “will comply” for each requirement in Section 5. The offeror should list the requirement, indicate “agreed” or “will comply” then explain their proposed plan for completing the requirement.
- 6.1.4 If offeror has an exception, these must be stated under the required section in their proposal, and then restate the exceptions on the separate exception listing in **Exhibit L** - Proposal Exception Summary Form.

6.2 Proposals Shall Contain Minimum Information

- 6.2.1 Name of offeror, location of offeror's principal place of business, and, if different, the place of performance of the proposed contract;
- 6.2.2 The age of offeror's business and the average number of employees over the past three (3) years;
- 6.2.3 Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- 6.2.4 Listing of contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least three (3) references for contracts awarded during the past three (3) years.
- 6.2.5 A plan giving as much detail as is practical explaining how the services will be performed; and,
- 6.2.6 An estimate of price.

6.3 Demonstration of Competency

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

6.4 Required Proposal Format and Content for MDOC RFP 15-032

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

1. Organizational capability;
2. Proposed plan (based on Section 5.3) for providing off site canteen services to include vendor warehouse, supplies, material, equipment, machinery, staffing, security, technology, and quality assurance;
3. References;
4. Proposed fees;
5. Alternate plan and Proposed Fees based on Section 5.4; and
6. Exhibits

6.4.2 Organizational Capability

Offerors must demonstrate to the MDOC that it is capable of providing the scope of requested services described in this RFP. Any information that can assure MDOC that the offeror understands the needs of the population, has experience with correctional commissaries, is financially capable of managing this project and has the ability to manage a wide range of employees should be presented in this section. In the Organizational Capacity section of the proposal please respond to each item listed below.

1. If you currently have an office in the State of Mississippi, state the address, general functions of the office and number of full time employees.
2. If you currently have a warehouse, please provide as much detail about the warehouse as possible.
3. Please attach resumes of dedicated contact person(s) for the MDOC account.
4. State if any officers or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees or elected officials of the State of Mississippi.
5. List all clients for which you provided correctional commissary/canteen services within the last three years. Use the *Correctional Commissary/Canteen Services Experience* form included in **Exhibit M**.
6. MDOC wants to be assured that the Vendor(s) selected to provide services are financially stable and will be able to meet the contract requirements for the term of the agreement. Provide information about the financial history and capabilities of the company. Is the company publicly traded or privately held? Provide the company's certified financial statements for the last two years (2014 and 2013).
7. Describe your company's current general liability, professional liability insurance. Who are the insurance carriers? Have you had other liability insurance carriers within the last three years? Identify the coverage limits for each policy. The State of Mississippi expects to be named as an additional insured on your liability coverage. Please state whether or not you will name the State of Mississippi as an additional insured.

8. List and describe any pending lawsuits or other legal proceedings against the Vendor which pertain to any of the services or materials which are part of Vendor's proposal. Identification of lawsuits or legal proceedings shall include the date suit was filed, a brief description of the lawsuit and the current status of the lawsuit. MDOC reserves the right to request a copy of the lawsuit or legal proceedings.
9. The Vendor is requested to describe how it will monitor the contract to ensure that requirements of the contract are complied with.
10. Is your company certified as a minority vendor by the Mississippi Department of Finance and Administration? Do you plan to use subcontractors that are certified as minority vendors by the Mississippi Department of Administration and Finance?

6.4.3 Proposed Plan for Providing Canteen Services

1. The offeror should use this section to describe the approach it will take to deliver the required services as described in Section 5 of the RFP. If the Vendor intends to exceed minimal standards it should describe how it will do so.
2. The plan should first address operating the off-site warehousing and bagging operation using offeror employees.
3. Secondly, the plan should address the alternate operation of warehousing and bagging onsite using inmate labor and handling inmate orders and account information.
4. No offeror shall have in its employ or through contract or sub-contract any person that has been incarcerated by MDOC or has been under supervision by MDOC as a probationer, parolee or supervised under house arrest or earned release supervision, in either an adjudicated or non-adjudicated basis. No proposal will be considered unless this requirement is acknowledged and complied with.
5. Proposed Staffing Plan (Off-Site and On-Site). Provide a comprehensive list of the names and titles/roles of the offeror's staff assigned to the proposed contract using the categories provided below. The budget narrative (Section 6.4.6) shall provide the narrative justification for the staffing plan. Resumes are required for all individuals assigned to the contract. Include resumes of all key staff in **Exhibit N**. Use the following chart below as a sample staffing plan. If staff have to be hired (TBA), please list the title instead of the name.

PROPOSED CONTRACT STAFFING PLAN

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

TOTALS			\$1.00	2
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4. Describe offeror's current and proposed facilities, supplies and material, equipment, machinery that will be used to complete the plan (off-site and on-site).

6.4.4 References

List three references for which you provide correctional commissary/canteen services. Provide a full address, contact person, title, email address and telephone number for each reference. Also provide the total number of inmates for which you provide commissary services. Use the *Correctional Commissary/Canteen Services Reference* form included in **Exhibit O**.

6.4.5 Proposed Fees

1. Offerors' proposal shall include a budget narrative for providing the canteen services described in Section 5 of this RFP. The alternate budget narrative for Canteen Services using MDOC facilities and inmate labor should also be included in the budget narrative with discussions comparing the cost of warehousing and bagging offsite and warehousing and bagging onsite.
2. Offeror's proposal should address wholesale cost of products (without revealing suppliers) and the offeror's proposed methodology for applying the retail market value to canteen items to be sold to MDOC inmates.
3. Offerors' proposal should address quality assurance of the products and the canteen service in relation to cost.
4. The offerors shall use **Exhibit I** the *Bid Sheet on Canteen Items* spreadsheet. This form is a separate attachment in MAGIC that has to be downloaded from MAGIC in order for offerors to use the form as a spreadsheet to propose a wholesale price for each item.
5. Offerors shall propose the commission to MDOC on **Exhibit I-1 for the 4 options**.

6.4.6 Threshold Agreements by Vendor

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied. (See **Exhibit P**)

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

- 6.4.8 The following information must be included with all proposals. Failure to provide any of the information requested is grounds for the MDOC to reject a proposal.

1. **Exhibit K** – Submission Cover Sheet. The contact person will be responsible for answering any and all questions regarding the proposal.
2. Table of Contents. The Table of Contents must indicate the material included in the proposal by section and page number.

3. Transmittal Letter on Company Letterhead. A letter of transmittal must be submitted with the offeror's proposal. The letter must include:
 - A. A statement of the offeror's understanding of the services required in Section 5 of this RFP, listing each section and indicating "agree" and/or "will comply."
 - B. The names of the persons who are authorized to make representations on behalf of the offeror (include their titles, addresses, and telephone numbers).
 - C. A statement that the individual who signs the transmittal letter is authorized to bind the offeror to contract with the MDOC.
4. Proposal Narrative
 - A. Organizational Capability of the Offeror. Include a narrative profile of the offeror in accordance with Section 6.4.2:
 - B. Proposed Plan to Provide Canteen Service in accordance with Section 5.3 and 6.4.3. Giving as much detail as is practical explain how the services will be performed. The offeror must explain how it would provide these services to the MDOC and describe the general procedures it would use for each task in Section 5 of this RFP.
 - C. Proposed Alternate Plan to Provide Canteen Service in accordance with Section 5.4 and 6.4.3.
 - D. The proposal narrative shall also address the following:
 - (1) Proposal Exception Summary (if any) in the proposal narrative. See **Exhibit L**.
 - (2) Correctional Commissary/Canteen Services Experience in the narrative – see **Exhibit M**
 - (3) Staff assigned to the proposed contract and a proposed staffing plan. Include resumes in **Exhibit N**.
 - (4) Correctional Commissary/Canteen Services References in the narrative – **Exhibit O**. See Section 6.4.4
 - (5) Threshold Agreement by Vendor in the narrative – see **Exhibit P**
 - (6) Subcontractors in the narrative – see **Exhibit Q**
 - (7) Proposed Budget Narrative. See Section 6.4.5 and **Exhibit I and I-1**
 - E. Attachments to Proposal
 - (1) Exhibit I – Bid Sheet on Canteen Items, authorized signature on each page.
 - (a) Exhibit I-1 – Bid Sheet on Commission to MDOC
 - (2) Exhibit L – Proposal Exception Summary
 - (3) Exhibit M – Experience Form
 - (4) Exhibit N - Resumes of Assigned Staff
 - (5) Exhibit O – References Form
 - (6) Exhibit P – Threshold Agreements by Vendor
 - (7) Exhibit Q – Subcontractors
 - (8) Exhibit R – Certifications
 - (9) Exhibit S - W-9
 - (10) Exhibit T - Most Recent Two Years of Compiled Financial Statements

The MDOC reserves the right to award the contract found to be in the best interest of the State and not necessarily to lowest price offeror. The MDOC also reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this request for proposal.

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

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

7.1 Qualifications of Offeror

- 7.1.1 The offeror may be required before the award of any contract to show to the complete satisfaction of the MDOC that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
- 7.1.2 The offeror may also be required to give a past history and references in order to satisfy the MDOC in regard to the offeror's qualifications.
- 7.1.3 The MDOC may make reasonable investigations deemed necessary and proper to determine the ability of the offeror to perform the work, and the offeror shall furnish to the MDOC all information for this purpose that may be requested.
- 7.1.4 The MDOC reserves the right to reject any offer if the evidence submitted by, or investigation of, the offeror fails to satisfy the MDOC that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

7.2 Evaluation Step One

- 7.2.1 Step One in the evaluation process will be completed by MDOC staff to determine the following.
 - 1. Did the offeror submit the Intent to Bid form to the right person on time?
 - 2. Was the proposal submitted on time?
 - 3. Is the proposal package in the format outlined in Section 6?
 - 4. Is the offeror debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi?
 - 5. Does the proposal have all the required attachments?
- 7.2.2 The offerors whose proposals are in the required order and have the required content will be considered "responsive." If the answer to any of the questions above is "NO" the offeror will be considered "non-responsive" and the proposal put aside. MDOC staff will immediately notify the "non-responsive" offeror that their proposal will not be considered and why it will not be considered.
- 7.2.3 The MDOC reserves the right in its sole discretion to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the MDOC. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.
- 7.2.4 A Log of all proposals will be maintained in MAGIC as proposals are received to include the day and time received. Proposals will not be opened publicly.

7.3 Evaluation Step Two

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

CRITERIA FOR EVALUATION	
Description of Criteria	Maximum Points
Step 1 – Proposal Format and Content	5
Step 2 – Evaluation of the Proposal Package	
<ul style="list-style-type: none"> • The Plan for performing the services it will provide to the MDOC in response to the specifications and requirements of this RFP and the offeror’s ability to complete the contract. 	20
<ul style="list-style-type: none"> • The Ability to perform the services as reflected in the RFP by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. The offeror must show an ability for immediate contract start-up. 	10
<ul style="list-style-type: none"> • Personnel, Equipment, Facilities, Etc. The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. 	15
<ul style="list-style-type: none"> • Record of Past Performance. A record of past performance of similar work previously performed by the offeror on behalf of clients who have required similar services. 	10
<ul style="list-style-type: none"> • Cost. The fairness and reasonableness of the offeror’s proposed fees. Cost of Goods (25 pts) Commission Rate (15 pts) 	40
Step 3 – Oral Presentations – for clarification - if requested by evaluators	
TOTAL MAXIMUM POINTS	100

7.4 Evaluation Step Three

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

7.4.2 Oral Presentation. The maximum points would increase to 105 only if the evaluators determine that an oral presentation is necessary for clarification.

7.4.2 The method of procurement to be used is that of competitive negotiation from which the MDOC is seeking the best combination of price, experience, and quality of service. Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for contract award. Likewise, the MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

7.5 Debriefing Request

- 7.5.1 A vendor, successful or unsuccessful, that submitted a proposal for this RFP may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission within three (3) business days of notification of the contract award, to be received by Sandra Edwards, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202 (601) 359-5377 (fax) or email SEdwards@mdoc.state.ms.us.
- 7.5.2 A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor must notify the agency and identify its attorney. The MDOC shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.
- 7.5.3 Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MDOC.

SECTION 8. STANDARD TERMS AND CONDITIONS

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

8.1 Applicable Law

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

8.2 Availability of Funds

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

8.3 Anti-Assignment/Subcontracting

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

Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

8.4 Antitrust

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

8.5 Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and

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

8.6 Authority to Contract

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

8.7 Procurement Regulations

The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

8.8 Approval

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

8.9 Compliance with Laws

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

8.10 Confidentiality

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

8.11 Contractor Personnel

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

8.12 E-Verification

Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

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

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

8.13 E-Payment

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

8.14 Representation Regarding Contingent Fees

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

8.15 Representation Regarding Gratuities

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

8.16 Change in Scope of Work

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

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

8.17 Stop Work Order

8.17.1 Order to Stop Work. The Procurement Officer of MDOC, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

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

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

1. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
2. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer

decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

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

8.18 Failure to Deliver

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

8.19 Failure to Enforce

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

8.20 Force Majeure

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

8.21 Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State.

Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

8.22 Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDOC. Nothing contained herein shall be deemed or construed by the MDOC, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the MDOC and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDOC or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDOC and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC; and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

8.23 Insurance

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

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

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

2. Premises/Operation
3. Independent Contractors
4. Personal Injury
5. Commercial General Liability-Bodily Injury \$1,000,000.00 per occurrence
6. Automobile Liability - \$1,000,000 per occurrence.

8.23.3 Prior to the effective date of the contract, the successful offeror 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.

8.23.4 Failure on the part of the successful offeror 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.

8.24 Legal Action

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

8.25 No Limitation of Liability

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

8.26 Notices

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

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

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

8.27 Oral Statements

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

8.28 Ownership of Documents and Work Papers

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

papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDOC and subject to any copyright protections.

8.29 Paymode

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

8.30 Record Retention and Access to Records

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

8.31 Recovery of Money

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

8.32 Right to Inspect Facility

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

8.33 State Property

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

8.34 Termination for Convenience

8.34.1 Termination. The Procurement Officer of the MDOC may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination

to Contractor specifying the part of the contract terminated and when termination becomes effective.

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

8.35 Termination for Default

8.35.1 Default. If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer of the MDOC may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

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

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

8.35.4 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight

embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

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

8.35.5 Erroneous Termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

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

8.36 Third Party Action Notification

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

8.36 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983", and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. §§ 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§ 27-104-151 *et seq.* (1972 as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by offeror as trade secrets, or other proprietary information, including confidential offeror information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

8.37 Unsatisfactory Work

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

8.38 Waiver

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

SECTION 9. EXHIBITS

Exhibit A
Mississippi Law – Canteen Services
RFP NO. 15-032

FOCUS™ Terms Search Within

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Miss. Code Ann. § 47-5-109 (Copy w/ Cite)

Pages: 2

Miss. Code Ann. § 47-5-109

MISSISSIPPI CODE of 1972

*** Current through the 2014 Regular Session and 1st and 2nd
Extraordinary Sessions ***

TITLE 47. PRISONS AND PRISONERS; PROBATION AND PAROLE
CHAPTER 5. CORRECTIONAL SYSTEM
OPERATION, MANAGEMENT AND PERSONNEL

Miss. Code Ann. § 47-5-109 (2014)

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

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

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

HISTORY: SOURCES: Laws, 1986, ch. 358, § 1; Laws, 1988, ch. 504, § 23, eff from and after passage (approved May 6, 1988).

View

◀ 125 of 388 ▶

[Book Browse](#)

Miss. Code Ann. § 47-5-109 (Copy w/ Cite)

Pages: 2

Exhibit B
MDOC Policies – Canteen Services
RFP NO. 15-032

	MISSISSIPPI DEPARTMENT OF CORRECTIONS		POLICY NUMBER 02-10
			AGENCY WIDE
CANTEEN OPERATIONS		INITIAL DATE 12-01-1982	
ACA STANDARDS: 2-CO-1B-12, 2-CO-1B-13, 4-4042, 4-4043, 4-ACRS-7D-29		EFFECTIVE DATE 04-01-2014	
STATUTES: 47-5-58, 47-5-109	NON-RESTRICTED	PAGE 1 of 4	

1 **POLICY:**

2
3 It is the policy of the Mississippi Department of Corrections (MDOC) to provide canteen services
4 to eligible inmates.

5
6 **DEFINITIONS:**

7
8 Inmate Welfare Fund – A fund established and maintained for the benefit and welfare of
9 inmates.

10
11 Canteen Committee – Select MDOC staff members appointed for the purpose of providing an
12 agency wide management consensus on canteen operations and procedures.

13
14 **PRECEPTS:**

15
16 *Administration of Correctional Agencies (Central Office):* **Written policy provides for the**
17 **operation of commissary or canteen service within the agency facilities [2-CO-1B-12].**

18
19 MDOC will provide commissary or canteen services and the operation will be governed by an
20 agency wide Canteen Committee consisting of representatives from the following correctional
21 divisions:

- 22
23
- 24 • State Institutions
 - 25 • Private Prisons
 - 26 • County Regional Prisons
 - 27 • Community Work Centers

28 The Canteen Committee will:

- 29
- 30 • Determine what items canteens will sell
 - 31 • Approve prices
 - 32 • Set canteen policy and procedures

33
34 All actions of the Canteen Committee will be subject to the review and approval of the Deputy
35 Commissioner of Institutions and the Deputy Commissioner of Community Corrections.

36
37 **Canteen Operations**

38
39 *Adult Correctional Institutions:* **An inmate commissary or canteen is available where**
40 **inmates can purchase approved items that are not furnished by the facility. The**
41 **canteen/commissary's operations are strictly controlled using standard accounting**
42 **procedures [4-4042].**

TITLE: CANTEEN OPERATIONS		POLICY NUMBER 02-10
EFFECTIVE DATE: 04-01-2014	NON-RESTRICTED	PAGE 2 of 4

43 *Adult Correctional Institutions:* Commissary/canteen funds are audited independently
44 following standard accounting procedures, and an annual financial status report is
45 available as a public document [4-4043].
46

47 *Adult Community Residential Services:* Where a commissary or canteen is operated for
48 offenders, canteen funds are audited independently following standard accounting
49 procedures. An annual financial status report is available as a public document [4-
50 ACRS-7D-29].
51

52 The MDOC Canteen Manager will develop a canteen management manual that addresses, at a
53 minimum, the following:
54

- 55 • Selling process
- 56 • Visitation Center process
- 57 • Bagging process
- 58 • Receipt of merchandise from vendors
- 59 • Price lists
- 60 • Profit margins
- 61 • Accounting procedures
- 62 • Financial statements

63
64 The canteen manual will be subject to the approval of the Deputy Commissioner of
65 Administration and Finance and other applicable authorities.
66

67 Offender Access
68

69 Canteen space/services will be made available to offenders for the purchase of pre-approved
70 items.
71

72 Each custody level will be provided with a list of approved canteen items specific to their
73 custody status.
74

75 Canteen Inventory Prohibitions
76

- 77 • Caustic substances
- 78 • Toxic substances
- 79 • Metal items or containers
- 80 • Glass items or containers

81
82 All items and containers will be made of plastic.
83

84 Maximum Canteen Expenditures by Custody/Status
85

- 86 • Minimum Custody – One hundred dollars (\$100) per week
- 87 • Medium Custody – One hundred dollars (\$100) per week
- 88 • Close Custody – One hundred dollars (\$100) every two weeks
- 89 • Death Row – One hundred dollars (\$100) per week
- 90 • Administrative Segregation – Fifty dollars (\$50) per month for personal hygiene items and
91 stamps

TITLE: CANTEEN OPERATIONS		POLICY NUMBER 02-10
EFFECTIVE DATE: 04-01-2014	NON-RESTRICTED	PAGE 3 of 4

- 92 • RID Inmates – As designated by RID Administration and approved by the Deputy
93 Commissioner of Institutions.

94
95 The Warden or designee will establish the frequency of canteen calls for their areas except
96 where specified by policy or procedure.

97
98 Canteen Forms

99
100 Unit Administrators or designees will be responsible for ensuring inmates receive Central
101 Canteen order forms.

102
103 Unit Administrators will also be responsible for ensuring the completed order forms are available
104 for pickup by the canteen staff on the designated day.

105
106 Inmate Identification

107
108 Inmates must show their valid MDOC identification card before receiving items from any MDOC
109 canteen.

110
111 MDOC staff who are responsible for canteen operations will ensure that this procedure is strictly
112 enforced.

113
114 Cashless System

115
116 Canteens for all MDOC facilities and private prisons will operate on a cashless system. Inmate
117 canteen workers will not be permitted to access or operate the inmate accounting system,
118 operate computers or cash registers, or handle money while working in the canteen.

119
120 Inmate Welfare Fund

121
122 Canteens for MDOC facilities and private prisons will operate as profit-making centers with all
123 profits going to the Inmate Welfare Fund.

124
125 Accounting Protocols

126
127 *Administration of Correctional Agencies (Central Office):* **Written agency policy provides that**
128 **commissary/canteen funds are audited independently following standard accounting**
129 **procedures and an annual financial report is available [2-CO-1B-13].**

130
131 The Accounting protocols for canteens will include the following:

- 132
133 • Canteen's operations will be subject to strict standard accounting procedures
134 • Canteen funds will be independently audited in accordance with procedures
135 • Annual financial status report will be made available for public access.
136 • Canteen staff will inventory all canteens on a quarterly basis

137
138 DOCUMENTS REQUIRED:

139
140 As required by this policy and through the chain of command.

TITLE: CANTEEN OPERATIONS		POLICY NUMBER 02-10
EFFECTIVE DATE: 04-01-2014	NON-RESTRICTED	PAGE 4 of 4

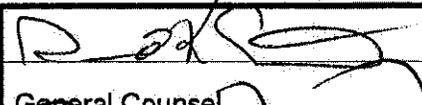
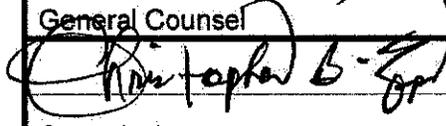
ENFORCEMENT AUTHORITY	
All standard operating procedures (SOPs) and/or other directive documents related to the implementation and enforcement of this policy will bear the signature of and be issued under the authority of the Deputy Commissioner of Administration and Finance.	
Reviewed and Approved for Issuance	 3/19/2014
	General Counsel Date
Reviewed and Approved for Issuance	 03/20/2014
	Commissioner Date

Exhibit C

Summary of Internal Controls and Procedures for Inmate Banking

RFP NO. 15-032

Mississippi Department of Corrections

Summary of Internal Controls and Procedures

June 30, 2013

Inmate Banking

Cash Receipts

Inmate Banking has established a post office box to serve as the collection point for incoming deposits to be credited to an inmate's account. Money orders, certified bank checks and federal, state, pension or retirement checks are only accepted in special circumstances. Payments are required to be made through Western Union. Western Union is accepted by transmission on a dedicated secure line paid for and owned by Western Union. The quick collect receipts are printed each day and processed with the money orders and bank checks.

The mail is picked up on a daily basis by two accounting technicians of Inmate Banking and delivered to the offices of MDOC. These individuals do not have access to the accounting records. These same individuals open and sort the mail to eliminate correspondence and logs other forms of currency not accepted such as cash and personal checks into a database. Another individual returns the unacceptable currency to the sender with either instructions or an explanation. If granted an exception, money orders or other acceptable methods of payment mentioned above are endorsed, batched into group and given a batch number that is automatically generated by the system. Western Union receipts are automatically posted to the inmate account through an electronic data download.

Batches are forwarded to another accounting technician who inspects the money orders and checks for both a name and inmate number to guard against giving credit to an incorrect account. This technician then enters the receipts into the inmate banking system electronic records. The technician enters the amount, inmate number, reference number and name of sender to post the deposit to the account. The system operates on-line real time, and the inmates' accounts are credited immediately. A daily batch report is compared to the individual batches to check for discrepancies. The batches are forwarded back to the first accounting technician who is independent of the data entry function to verify the totals with the daily batch report and to scan the batches into an imaging system. These batches are forwarded to the accounting technician responsible for taking the deposits to the bank and posting deposits into the QuickBooks accounting system.

Cash Disbursements

Checks are issued from the Central Office. Disbursements require dual signatures, and there are five authorized signers.

There are several types of disbursements from inmate accounts. The primary purpose for disbursements represents reimbursement to the Commissary Fund for sales of commissary goods to inmates. The sales price of items is established by the MDOC Commissioner. The commission received by the Commissary is approximately 24% to 29.4% based on the facility to cover overhead.

Mississippi Department of Corrections
Summary of Internal Controls and Procedures
June 30, 2013

The system operates on-line real time; therefore, the sale is deducted from the inmate's account balance as the order is scanned in at the Commissary. A monthly statement is sent to the inmate reflecting the account activity for the month and the remaining balance. A sales report is generated each month that indicates the amount of inmate sales deducted from the inmate's account by facility. Checks are issued to transfer funds from Fund 8092 to Fund 8096 for each facility. The checks are prepared by the Commissary Accountant and reviewed and signed by either personnel of MDOC accounts payable or the Deputy Commissioner.

Disbursements are also prepared for inmates that are discharged with remaining account balances. Inmate banking receives electronic releases ten days prior to the offender's release date. The Inmate Banking Department is notified of the releases by MDOC's Records Department and by a representative of the Parole Board. The MDOC Records Department utilizes the IBC Western Union System to inform the Inmate Banking Department of offenders who are being released. A representative of the Parole Board notifies the Inmate Banking Department of offenders being released by corresponding through an excel spreadsheet via email. All offenders being released on Early Release Supervision (ERS), Flat Time, Probation, Parole and House Arrest (ISP) will be processed utilizing the electronic Western Union System. Offenders being released to a detainer or from a county jail will receive a check from MDOC's Inmate Banking Department. When processing an offender through the IBC Western Union System, the Records Department uploads the offenders in the system advising the inmate banking accounting clerk of the offender's name, MDOC number and the offender date of release. The accounting clerk retrieves the information from the IBC Close database to process the offender releases. To upload the offenders who are being released, the accounting clerk will log on to Offendertrak and IBC Closeout System. Once the accounting clerk has processed the offenders through Offendertrak and the IBC Closeout System, he/she will log on to Western Union to upload funds to make funds available for offenders to receive when visiting a Western Union agent. Offenders are given an inmate banking closeout datasheet from their case manager when exiting the facility.

When disbursing funds via checks, the Inmate Banking Department processes the disbursements through the inmate banking system to update inmate accounts. The checks are issued to the inmate and reviewed and signed by either personnel of MDOC accounts payable or the Deputy Commissioner. A suspension is placed on the inmate's account to prevent future activity. MDOC Records Department picks up the checks from Inmate Banking personnel and distributes them to the inmate's parole officer for delivery to the inmate.

Disbursements are also prepared for inmates that are discharged with remaining account balances. The MDOC Records Department sends a notice to Inmate Banking indicating the discharged inmates. The accounting technician in Inmate Banking uses the list to prepare disbursements for balances owed to discharged inmates. Disbursements are entered into the Inmate Banking System to update inmates' accounts. The checks are issued to the inmates and reviewed and signed by either personnel of MDOC accounts payable or the Deputy Commissioner. A suspension is placed on the inmates' account to prevent future activity. MDOC Records and Classifications pick up the checks from Inmate Banking personnel and distribute them to the inmate's parole officer for delivery to the inmate.

Mississippi Department of Corrections

Summary of Internal Controls and Procedures

June 30, 2013

Other miscellaneous disbursements include payments for a \$6 medical surcharge assessed to inmates, magazine subscriptions, newspapers, postage, supplies for legal material, offender transfer requests, family visitation center fees and any other disbursements as approved by the Director of Inmate Accounts and Superintendent/Warden. The accounting technician receives a report summarizing the amount of charges owed, and a check is issued.

Bank Reconciliations

The Inmate Welfare Fund Accountant, who is independent of all other functions of inmate banking, performs bank account reconciliation duties. Reconciliations are prepared on a monthly basis using the monthly cash receipt and disbursement reports provided by the Commissary Accountant. The reconciliations, copies of the bank statements, and the monthly financial statements are submitted to both the Director of Fiscal Affairs and the Deputy Commissioner of Administration and Finance on a monthly basis.

Inmate Account Reconciliation

Inmate accounts are maintained in the Offendertrak system. Reconciliation of the account balance in Offendertrak to the QuickBooks general ledger is performed monthly by the Director of Inmate Accounts.

- The following procedures have been put into place to reconcile the Inmate Personal Trust Fund account to the total of inmates' account balances.
 - Agree Regions deposit spreadsheet to the trust account's transaction summary and post deposits into QuickBooks using the Regions deposit spreadsheet daily. Modify the Regions deposit spreadsheet to coincide with deposits made into the Inmate Personal Trust Fund bank account. Correct QuickBooks and the Regions deposit spreadsheet if corrections are made to inmates' accounts on the day the corrections are made. Corrections should not be made to a previous month but be dated in the current month.
 - Reconcile sales, returns and cancellations on the Commissary balance sheet to purchases and returns on the trust account's transaction summary. A programming change needs to be made on the commissary side of Offendertrak (Motorola's Trust Fund Accounting/Commissary System) to reflect the day a cancellation is made, not the original day the order was placed.
 - The check pending file is cleaned out on the last day of the month after all deposits and order processing are complete.
 - The checks written from inmates' accounts and uploaded in QuickBooks are reconciled to the payments and liabilities on the trust account's transaction summary. Any checks that are voided or voided and reissued in inmates' accounts are voided in QuickBooks.

EXHIBIT D

**Vendor's Intent to Bid
RFP NO. 15-032**

Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

List the people representing your company who will attend the Pre-Proposal Conference and Vendors Tours. Please be advised that only four representatives from your company can attend the Pre-Proposal Conference and each site tour but it does not have to be the same four persons attending each day. List all persons from your company that will be at either the Vendors Conference or a site tour and then use the number next to their name to identify who will attend which tour.

1. Name	Phone	Email
2. Name	Phone	Email
3. Name	Phone	Email
4. Name	Phone	Email

<u>Conference/Site Visit</u>	<u>Persons Attending (write # or NA)</u>
Vendors Conference and CMCF Tour (4/01/15 at 10:00)	_____

For other Tour information, see Section 4 of RFP 15-032.

Please send the completed form by March 26, 2015 to:

Sandra M. Edwards
Contracts Division
Mississippi Department of Corrections
633 North State Street
Jackson, MS 39202
601-359-5377 (facsimile)
SEdwards@mdoc.state.ms.us

***Failure to submit this form by the above deadline will eliminate Vendor from consideration.**

EXHIBIT E

COMPLETE ALL INFORMATION FOR EACH PERSON

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

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

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

PRIVACY ACT NOTICE

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

Exhibit F
MDOC Daily Inmate Population Report
RFP NO. 15-032

MISSISSIPPI DEPARTMENT OF CORRECTIONS

DAILY INMATE POPULATION REPORT

March 3, 2015

(Figures are from midnight count of previous day)

Facility	Capacity	Inmate Population
MISS. STATE PENITENTIARY (MSP)	3,455	3,210
CENTRAL MISS. CORRECTIONAL FACILITY (CMCF)	2,923	2,455
Male	1,942	1,634
Female	981	821
YOUTHFUL OFFENDER UNIT	58	22
SOUTH MISS. CORRECTIONAL INSTITUTION (SMCI)	2,682	2,556
EXTERNALS (Satellite Facilities, Restitution Center Support, Governor's Mansion)	1,870	1,047
X COUNTY JAILS	1,995	1,513
PRIVATE PRISONS	5,972	3,948
Delta Correctional Facility	972	Closed
East Mississippi Correctional Facility	1,500	1,176
Marshall County Correctional Facility	1,000	994
Walnut Grove Correctional Facility	1,500	892
Wilkinson County Correctional Facility	1,000	886
X REGIONAL CORRECTIONAL FACILITIES	4,438	4,210
Alcorn County Correctional Facility	300	300
Bolivar County Correctional Facility	369	354
Carroll-Montgomery County Correctional Facility	280	274
Chickasaw County Correctional Facility	300	300
George County Correctional Facility	280	259
Holmes-Humphreys County Correctional Facility	280	266
Issaquena County Correctional Facility	274	257
Jefferson-Franklin County Correctional Facility	280	262
Kemper-Neshoba County Correctional Facility (Males)	355	338
Leake County Correctional Facility	280	256
Marion-Walthall County Correctional Facility	280	269
Stone County Correctional Facility	280	276
Washington County Correctional Facility	300	252
Winston-Choctaw County Correctional Facility	280	256
Yazoo County Correctional Facility	300	291
TOTALS	23,393	18,961

Satellite Facilities (plus 28 RID beds at Rankin SF) 1,848 1,052

Approved Jails	Count	Unapproved Jails	Count
Jail Support	24	Court Order	178
Joint State-County Work Program	650	Newly Sentenced MDOC Inmates (K-mid-est)	218
Sheriff Trusty	37		
Court Order	72		
Newly Sentenced MDOC Inmates	334		
TOTAL	1,117	TOTAL	396

Received at CMCF from County Jails March 2, 2015 27

MALE		FEMALE	
New Prisoners	6	New Prisoners	0
Parole Violators	18	Parole Violators	0
ISP Violators	0	ISP Violators	0
ERS Violators	1	ERS Violators	0
Probation Violators	2	Probation Violators	0
ESC/Ret Violators	0	ESC/Ret Violators	0
TOTAL	27	TOTAL	0

Total Received from County Jails Since September 3, 1990: 178,536

Year	Count	Month	Count	Total
1990	1,866	2015	JAN	434
1991	3,944		FEB	646
1992	4,546		MAR	27
1993	4,289		APR	
1994	4,443		MAY	
1995	4,102		JUNE	
1996	6,094		JUL	
1997	5,653		AUG	
1998	6,696		SEP	
1999	5,489		OCT	
2000	7,450		NOV	
22001	7,251		DEC	
2002	7,436			
2003	8,065			
2004	8,751			
2005	8,623			
2006	8,734			
2007	8,815			
2008	9,567			
2009	9,533			
2010	9,290			
2011	9,014			
2012	9,870			
2013	9,327			
TOTAL	117,429			

Exhibit G
Master Commissary Product & Price List
RFP NO. 15-032

MISSISSIPPI DEPARTMENT OF CORRECTIONS

Master Price List Report of Inventory Items

February 12, 2015

Inventory ID	Description	Item Class	Sale Price
0001	KCN-CRAW BALSAM/PROTEIN SHAMP 4 OZ 72/CS	H&BA	\$1.50
0002	KCN-CRAW BLSM/PRO COND 4 OZ 72/CS	H&BA	\$1.50
0020	KCN-CRAW DANDRUFF RINSE 4 OZ RINSE 72/CS	H&BA	\$1.40
0042	KCN-SOFTEE CLEAR GEL SPR FREEZE 8 OZ 12/CS	H&BA	\$1.75
0043	KCN-SOFTEE PROTEIN GEL X-HOLD 8 OZ 12/CS	H&BA	\$1.75
0045	KCN-SOFTEE AFRICAN CRWN HAIR DRESS 4 OZ 12/CS	H&BA	\$3.20
0050	KCN-SOFTEE BERGAMOT BLUE 5 OZ 12/CS	H&BA	\$3.00
0056	KCN-MURRAY'S POMADE 4 OZ PLASTIC JAR	H&BA	\$2.90
0094	KCN-HTG ALCOHOL FREE HAIR SPRAY 8 OZ 12/CS	H&BA	\$2.55
0096	KCN-CONAIR CURLING IRON 1/2 BARREL	GENERAL MERCHAN	\$19.99
0106	KCN-PWR UP A/P DEOD SPRG FRSH 2 OZ 24/CS	H&BA	\$2.75
0107	KCN-POWER UP DRIVE DEODORANT	H&BA	\$2.50
0116	KCN-SUAVE POWDER A/P DEO 1.4 OZ	H&BA	\$3.30
0120	KCN-LDY INVIS DRY A/P SHWR FRESH 1.4 OZ 12/CS	H&BA	\$3.30
0143	KCN-K&D RIKAYAH PROTEIN STYLE GEL 8 OZ 12/CS	H&BA	\$2.90
0150	KCN-V4ORCE - ENFORCER SZ 7	OTHER	\$34.00
0151	KCN-V4ORCE - ENFORCER SZ 7.5	OTHER	\$34.00
0152	KCN-V4ORCE - ENFORCER SZ 8	OTHER	\$34.00
0153	KCN-V4ORCE - ENFORCER SZ 8.5	OTHER	\$34.00
0154	KCN-V4ORCE - ENFORCER SZ 9	OTHER	\$34.00
0155	KCN-V4ORCE - ENFORCER SZ 9.5	OTHER	\$34.00
0156	KCN-V4ORCE - ENFORCER SZ 10	OTHER	\$34.00
0157	KCN-V4ORCE - ENFORCER SZ 10.5	OTHER	\$34.00
0158	KCN-V4ORCE - ENFORCER SZ 11	OTHER	\$34.00
0159	KCN-V4ORCE - ENFORCER SZ 12	OTHER	\$34.00
0160	KCN-V4ORCE - ENFORCER SZ 13	OTHER	\$34.00
0161	KCN-V4ORCE - ENFORCER SZ 14	OTHER	\$34.00
0162	KCN-V4ORCE - ENFORCER SZ 15	OTHER	\$34.00

0199	KCN-GOODSENSE HNY LMON COUGH DROPS 30CT	Clear Bag	MEDICINE	\$1.25
0200	KCN-NEW DAY BABY POWDER 4 OZ		H&BA	\$1.70
0205	KCN-CRAW BABY OIL 4 OZ 72/CS UPC 87381-72256	Clear Plastic Bottle	H&BA	\$1.40
0210	KCN-CRAW SKIN CARE LTN 4 OZ 72/CS UPC 87381-72210	Clear Plastic Bottle	H&BA	\$1.20
0215	KCN-CRAW CCB LOTION 4 OZ 72/CS UPC 87381-72201	Clear Plastic Bottle	H&BA	\$1.20
0221	KCN-NEW DAY 3.75 OZ PET JELLY	Clear Plastic Bottle	H&BA	\$1.90
0233	KCN-DAWN MIST BABY LOTION 4 OZ 96/CS	Clear Plastic Bottle	H&BA	\$1.20
0241	KCN-NOXEMA ORIGINAL 2 OZ		H&BA	\$3.95
0250	KCN-HYDROCORTISONE CREAM MAX 1 OZ		MEDICINE	\$1.99
0251	KCN-ATHLETE FOOT CREAM 1% 15 GM		MEDICINE	\$1.90
0260	KCN-MUSCLE BALM 3 OZ		MEDICINE	\$2.45
0273	KCN-CHAP-ET LIP COND REG		MEDICINE	\$1.60
0303	KCN-TRIM SLNTD TWEEZERS		H&BA	\$1.25
0313	KCN-BIC SHAVER TWN SEL 10/PK		H&BA	\$0.45
0331	KCN-PROTEC SHAVING CREAM	Clear Plastic Tube	H&BA	\$2.25
0366	KCN-TRUSH HLDR 2-PC	Clear	H&BA	\$0.99
0398	KCN-DIAL 4 OZ A/B CLEAR	Clear	H&BA	\$2.00
0409	KCN-IVORY 4.5 OZ SOAP 72/CS		H&BA	\$2.00
0424	KCN-NEXT1 MOISTURIZING BAR SOAP 5 OZ	Clear Bag	H&BA	\$1.60
0426	KCN-NEXT1 SPORT BAR A/B SOAP 5OZ	Clear Bag	H&BA	\$1.60
0447	KCN-COOL WAVE CLEAR FL TIPASTE 48/CS 4OZ	Clear Plastic Tube	H&BA	\$2.10
0491	KCN-2-PC SOAP DISH 12/CS (196AN)	Clear	H&BA	\$0.99
0500	KCN-HERITAGE 8 OZ MINT MTHWSH 24/CS	Clear Plastic Bottle	H&BA	\$1.95
0553	KCN-TOOTHBRUSH 28 TUFT		H&BA	\$0.45
0557	KCN-ANTISHANK TBRUSH 72/CS		H&BA	\$0.75
0598	KCN-DR. SHEFFIELD'S ORAL PAIN RELIEF .33 OZ		MEDICINE	\$2.45
0608	KCN-TYLENOL 2CT	2 Pack Only	MEDICINE	\$0.99
0612	KCN-ADVIL 2 CT TABLETS	2 Pack Only	MEDICINE	\$0.99
0616	KCN-BAYER ASPIRIN TABS 2-PACK	2 Pack Only	MEDICINE	\$0.99
0642	KCN-TUMS	roll	MEDICINE	\$1.25
0650	KCN-LAXATIVE PILLS 25'S		MEDICINE	\$2.00
0652	KCN-TRIPLE ANTIBOTIC OINTMENT 30 GM		MEDICINE	\$4.35
0681	KCN-1-DAY IVT W/IRON 90CT		MEDICINE	\$2.99
0693	KCN-EYE DROPS REGULAR .5 OZ	Clear Plastic Bottle	MEDICINE	\$2.10

0700	KCN-MASSENGL XTR CLNSG VIN/WTR 2-6 OZ BTLS 12/CS	H&BA	\$2.99
0712	KCN-FOUR-WALL REG MAXI PAD 24 COUNT 12/CS	H&BA	\$4.40
0714	KCN-FOUR-WALL SUPER MAXI PAD 24 COUNT 12/CS	H&BA	\$4.40
0719	KCN-TAMPAX TAMPON-REGULAR 10 CT BOX	H&BA	\$6.00
0720	KCN-HTG ANTI-FUNG PWDR 3 OZ	H&BA	\$2.90
0754	KCN-EMERY BOARD 24/10PKS 4 1/2" STANDARD LENGTH	H&BA	\$1.50
0760	KCN-COTTON SWABS 100 COUNT BAG 24/CS	H&BA	\$1.80
0784	KCN-STAYDENT DENTURE ADHESIVE CREAM 2.4 OZ 24/CS	H&BA	\$4.50
0788	KCN-250CT PONYTAIL HOLDERS BLK 72/CS	H&BA	\$1.60
0792	KCN-MAXI PADS SUPER 24 PER BOX	GENERAL MERCHAN	\$4.40
0796	KCN-PLASTIC CAPS CLEAR 3/PACK	H&BA	\$1.20
0797	KCN-CLEAR COSMETIC BAG	H&BA	\$4.50
0800	KCN-5" BLACK COMB 144/CS	H&BA	\$0.45
0806	KCN-9" DRESS COMB X-HEAVY 12/CS	H&BA	\$0.50
0811	KCN-WOMENS PROF STYL BRSH 12/CS ALMOND 1407R	H&BA	\$2.00
0815	KCN-MILITARY HAIR BRSH 12/CS (NO HANDLE)	H&BA	\$3.00
0817	KCN-BOBBY PINS 2" 60/PK BLACK 6/CS	H&BA	\$1.10
0821	KCN-PALM BRSH BLACK 12/CS	H&BA	\$0.75
0861	KCN-BLSTR CRD NAIL CLPR 24/CS NO FILE (1-20B)	H&BA	\$1.45
0933	KCN-CAMEO COSMETIC	H&BA	\$10.25
0941	KCN-C.K. ONE OIL 1 OZ 12/CS	GENERAL MERCHAN	\$6.95
0964	KCN-THINKING OF YOU CARDS/W.W.	GENERAL MERCHAN	\$1.75
1001	KCN-STAMPED ENVELOPE	GENERAL MERCHAN	\$0.59
1015	KCN-NO-CLASP ENV 9.5X12.5	GENERAL MERCHAN	\$0.30
1027	KCN-10 CT ENVELOPES	GENERAL MERCHAN	\$0.85
1048	KCN-SINGLE STAMPED POST CARD	ELECTRONICS	\$0.41
1049	KCN-POSTAGE STAMP - SINGLE STAMP \$0.49	STAMPS	\$0.49
1050	KCN-POSTAGE STAMP - BOOK OF 10 STAMPS	STAMPS	\$4.90
1060	KCN-WHITE 8.5X11 PAD 50 SHT RULED PAD	GENERAL MERCHAN	\$1.45
1068	KCN-SECURITY BLACK PEN 1000/CS (10/100 CT BOXES)	GENERAL MERCHAN	\$0.90
1070	KCN-SKETCH PAD 8.5X11 BLANK WHITE 50 SHT 72/CS	GENERAL MERCHAN	\$1.90
1089	KCN-BIC BLACK CRYSTAL PEN 10/CS UPC 70330-68271	GENERAL MERCHAN	\$0.65
1097	KCN-FINE LINE MARKERS 12PKS	GENERAL MERCHAN	\$2.90
1101	KCN-JUVENILE BIRTHDAY CARDS 6/PK	GENERAL MERCHAN	\$1.75

1103	KCN-BIRTHDAY CARDS/PAPER 6/PK/CS	GENERAL MERCHAN	\$1.75
1115	KCN-ANNIVERSARY CARDS/SW.W.	GENERAL MERCHAN	\$1.75
1129	KCN-VALENTINE CARDS/PAPER	GENERAL MERCHAN	\$1.75
1139	KCN-FATHERS DAY CARDS/PAPER 6/PK	OTHER	\$1.75
1140	KCN-MOTHERS DAY CARDS/PAPER 6/PK	GENERAL MERCHAN	\$1.75
1151	KCN-MEANING OF THE HOLY QU'AN	GENERAL MERCHAN	\$26.00
1200	KCN-AAA ION3 BATTERIES 50-4 PACK	ELECTRONICS	\$4.50
1210	KCN-AA ION3 BATTERIES 50-4 PACK	ELECTRONICS	\$4.50
1232	KCN-TYPEWRITTER RIBBON 86TL	ELECTRONICS	\$5.54
1249	KCN-GPX CLEAR R2825CLR WALKMAN	ELECTRONICS	\$18.70
1279	KCN-MASTERLOCK COMBINATION LOCK-KEY	GENERAL MERCHAN	\$8.00
1296	KCN-CONAIR 124 FOLDING HAIR DRYER MINITURBO	H&BA	\$19.00
1300	KCN-AVIATOR US POKER CARDS	GENERAL MERCHAN	\$2.50
1310	KCN-DBL SIX DOMINOES 12/CS (1521)	GENERAL MERCHAN	\$5.20
1343	KCN-MIRROR NO MAGNET ACRYLIC 36/CS	GENERAL MERCHAN	\$2.30
1400	KCN-CEREAL BOWL W/LID 24 OZ 144/CS #26	GENERAL MERCHAN	\$1.20
1417	KCN-SPOON 1000/CASE 5 7/8" ALL-PURPOSE PLASTIC	GENERAL MERCHAN	\$0.10
1428	KCN-LAUNDRY LOOP - GREY	ELECTRONICS	\$4.95
1438	KCN-FRESHSCENT ALL IN ONE 4 OZ 60/CS	H&BA	\$1.20
1450	KCN-CROSS STRAP FLIP FLOP SMALL 72 PAIR/CS	OTHER	\$2.00
1451	KCN-CROSS STRAP FLIP FLOP MEDIUM 72 PR/CS	OTHER	\$2.00
1452	KCN-CROSS STRAP FLIP FLOP LARGE 72 PAIR/CS	OTHER	\$2.00
1500	KCN-BOXERS - WHITE 1/PK 3XL	OTHER	\$3.90
1504	KCN-CREWNECK 1PK SMALL	OTHER	\$3.75
1505	KCN-CREWNECK 1PK MED	OTHER	\$3.75
1506	KCN-CREWNECK 1PK LARGE	OTHER	\$3.75
1507	KCN-CREWNECK 1PK XL	OTHER	\$3.75
1508	KCN-CREWNECK 1PK 2XL	OTHER	\$4.75
1509	KCN-CREWNECK 1 PK 3XL	OTHER	\$4.75
1529	KCN-BOXERS - WHITE 1/PACK SMALL	OTHER	\$2.90
1530	KCN-BOXERS - WHITE 1/PACK MED	OTHER	\$2.90
1531	KCN-BOXERS - WHITE 1/PACK LARGE	OTHER	\$2.90
1532	KCN-BOXERS - WHITE 1/PACK XL LARGE	OTHER	\$3.90
1533	KCN-BOXERS - WHITE 1/PK 2XL	OTHER	\$3.90

1534	KCN-BOXERS - WHITE 1/PK 3XL	MPIC Product Only	OTHER	\$3.90
1545	KCN-DELUXE TUBE SOCKS WHITE-EACH	White	OTHER	\$1.50
1619	KCN-WHITE SPORTS BRA 6XL 50-D-DD)	MPIC Product Only	OTHER	\$15.50
1625	KCN-WHITE SPORTS BRA SMALL (32A-B)	MPIC Product Only	OTHER	\$12.30
1626	KCN-WHITE SPORTS BRA MED (34B-C)	MPIC Product Only	OTHER	\$12.30
1627	KCN-WHITE SPORTS BRA LARGE (36KB-C)	MPIC Product Only	OTHER	\$12.30
1628	KCN-WHITE SPORTS BRA XL (38C-D)	MPIC Product Only	OTHER	\$12.30
1705	KCN-FT FRESHNER SHOE INSOLE 12/CS		OTHER	\$2.20
1751	KCN-VELCRO TENNIS SHOE 7	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1752	KCN-VELCRO TENNIS SHOE 7 1/2	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1753	KCN-VELCRO TENNIS SHOE 8	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1754	KCN-VELCRO TENNIS SHOE 8 1/2	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1757	KCN-VELCRO TENNIS SHOE 9 1/2	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1758	KCN-VELCRO TENNIS SHOE 10 1/2	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1759	KCN-VELCRO TENNIS SHOE 11	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1761	KCN-VELCRO TENNIS SHOE 13	All White Only (Velcro)	GENERAL MERCHAN	\$34.00
1836	KCN - 8G MP3 PLAYER	Clear	OTHER	\$130.00
1853	KCN-VELCRO TENNIS SHOE 9	All White Only	GENERAL MERCHAN	\$34.00
1854	KCN-VELCRO TENNIS SHOE 10	All White Only	GENERAL MERCHAN	\$34.00
1856	KCN-VELCRO TENNIS SHOE 12	All White Only	GENERAL MERCHAN	\$34.00
1857	KCN-VELCRO TENNIS SHOE 14	All White Only	GENERAL MERCHAN	\$34.00
2006	KCN- NESCAFE TASTER CHOICE DECAF STICK(EA)		GROCERY	\$0.45
2010	KCN- KF INSTANT COFFEE CRYSTALS 4 OZ	Clear Window Bag	GROCERY	\$4.50
2015	KCN-KF FD COLOMBIAN COF 24/3 OZ (CLRPAK W/ZIP)	Clear Window Bag	GROCERY	\$4.75
2017	KCN-MAXWELL HOUSE COFFEE 24/4OZ	Clear Window Bag	GROCERY	\$5.50
2041	KCN-BC FV CAPPUCINO 18/CS 8 OZ CLRPK W/ZIP	Clear Window Bag	GROCERY	\$3.50
2043	KCN GATORADE FRUIT PUNCH		GROCERY	\$0.99
2070	KCN-KEEFE COCOA SINGLE SERVE		GROCERY	\$0.50
2078	KCN-SUGAR PACKETS		GROCERY	\$0.65
2087	KCN-KF SS NON-DAIRY CREAMER		GROCERY	\$0.85
2103	KCN-EQUAL 2000/CS UPC 3 00258 27553 4	10 Pack clear bag	GROCERY	\$0.55
2188	KCN- SF SWEET FUSION TEA W/ LEMON STK		DRINKS	\$0.65
2189	KCN- SF SWEET FUSION LEMONADE STK		GROCERY	\$0.60
2200	KCN-KEEFE ORANGE DRINK SINGLES		GROCERY	\$0.35

2210	KCN-KEEFE FRUIT PUNCH SINGLES		GROCERY	\$0.35
2220	KCN-KEEFE LEMONADE SINGLES		GROCERY	\$0.35
2282	KCN-KF ALTURO BLEND COFFEE	Clear Window Bag	DRINKS	\$4.25
2284	KCN-KF ALTURO BLEND COFFEE	Clear Window Bag	DRINKS	\$4.25
2355	KCN-SPRITE20OZ	Clear Plastic Bottle	DRINKS	\$1.69
2392	KCN-COKE 20 OZ (BOTTLES)	Clear Plastic Bottle	DRINKS	\$1.69
2393	KCN-DIET COKE 20 OZ	Clear Plastic Bottle	DRINKS	\$1.69
2420	KCN-BOTTLED WATER 16OZ	Clear Plastic Bottle	DRINKS	\$1.20
2429	KCN-FAYGO-ORANGE 20 OZ (BOTTLES)	Clear Plastic Bottle	DRINKS	\$1.29
2430	KCN-FAYGO-PEACH 20 OZ (BOTTLES)	Clear Plastic Bottle	DRINKS	\$1.29
2550	KCN-PARAMOUNT DRY MILK 10 OZ	Clear Bag	GROCERY	\$4.50
2618	KCN-OBIENS TWIN BEEF STICK	Clear Bag	GROCERY	\$1.35
2664	KCN-VELVEETA MACARONI & CHEESE 3OZ	Clear Window Bag	GROCERY	\$1.60
2667	KCN-VELVEETA SPICY CHEESY RICE 2OZ	Clear Window Bag	GROCERY	\$1.30
2670	KCN-VELVEETA SPICY BEANS & RICE 4OZ	Clear Window Bag	GROCERY	\$1.60
2715	KCN-KG FROSTEDFLAKES 2.1 OZ	Clear Window Bag	GROCERY	\$1.09
2716	KCN-KG FROOT LOOPS 1.5 OZ	Clear Window Bag	GROCERY	\$1.09
2742	KCN-SALT PACKETS (20 PACK)	clear zip top bag	GENERAL MERCHAN	\$0.65
2743	KCN-PEPPER PACKETS (20 PACK)	clear zip top bag	GENERAL MERCHAN	\$0.60
2775	KCN-SPICY BEEF CRUMBLES		GROCERY	\$4.00
2863	KCN-MESH LAUNDRY BAG DRAWSTRING 24 X 36 WHITE		OTHER	\$8.30
2978	KCN-WHITE SPORTS BRA 4XL (46C-D)	MPIC Product Only	OTHER	\$13.50
2979	KCN-WHITE SPORTS BRA 5XL (48C-D)	MPIC Product Only	OTHER	\$15.50
2996	KCN-NAT VAL PB GRANOLA BAR 8.9 OZ 6PK		GROCERY	\$0.90
2998	KCN-ZIPPY CAKE D-DUNX 6PK 10OZ	Clear Window Bag	GROCERY	\$0.90
3004	KCN-ZC PB CREME COOKIES 6 OZ	Clear Window Bag	GROCERY	\$1.40
3027	KCN-VANILLA DLX MOONPIES	Clear Window Bag	GROCERY	\$0.90
3028	KCN-BANANA DLX MOON PIES 2.75 OZ	Clear Window Bag	GROCERY	\$0.90
3030	KCN-ZC VANILLA CREME COOKIES 6 OZ	Clear Window Bag	GROCERY	\$1.40
3031	KCN-ZIPPY CAKE ORANGE PINEAPPLE 6 OZ	Clear Window Bag	GROCERY	\$1.40
3035	KCN-ZC CHOC CHIP COOKIES 6 OZ	Clear Window Bag	GROCERY	\$1.40
3040	KCN-ZC ICED OATMEAL COOKIES 6 OZ	Clear Window Bag	GROCERY	\$1.40
3045	KCN-ZC DUPLEX CREME COOKIES 6 OZ	Clear Window Bag	GROCERY	\$1.40
3071	KCN-RICE KRISPIE TREATS 1.7	Clear Window Bag	GROCERY	\$1.09

3072	KCN-FAT FREE FIG NEWTON 2.1 OZ		GROCERY	\$1.05
3074	KCN- STRAWBERRY TOASTER PASTRIES 2/PK		GROCERY	\$1.00
3075	KCN-BROWN SUGAR CINN TOASTER PASTRIES 2/PK		GROCERY	\$1.00
3077	KCN-KAR NUTS ALL ENERGY TRAIL MIX 2 OZ	Clear Window Bag	GROCERY	\$1.15
3078	KCN-OATS & HONEY GRANOLA BAR		GROCERY	\$0.90
3101	KCN-PEANUT BUTTER GRANOLA BAR		GROCERY	\$0.90
3112	KCN-SALTINE CRACKERS 16OZ	Box	GROCERY	\$2.25
3114	KCN-GVS SNACK CRACKER 16 OZ	Box	GROCERY	\$2.75
3124	KCN-RITZ CKR W/PNUT BTTR 1.38 OZ	Clear Bag	GROCERY	\$0.75
3130	KCN-RITZ CKR CHEESE 1.38 OZ	Clear Bag	GROCERY	\$0.75
3248	KCN-ZC ICED CINNAMON SWIRL 4OZ	Clear Window Bag	GROCERY	\$1.55
3261	KCN-ZC MEGA HONE BUN 4.75 OZ	Clear Window Bag	GROCERY	\$1.50
3274	KCN-ZC MONSTER ICED HONEY BUN 6OZ	Clear Window Bag	GROCERY	\$1.59
3291	KCN-ZC BEARCLAW 5OZ	Clear Window Bag	GROCERY	\$1.45
3330	KCN- OATMEAL CRAM PIE BOX 10PK	Clear Window Bag	GROCERY	\$3.10
3332	KCN-DUNKIN STICK BOX 6 PK	Clear Window Bag	GROCERY	\$3.10
3333	KCN-PEANUT BUTTER WAFERS BOX 6PK	Clear Window Bag	GROCERY	\$4.80
3343	KCN-HONEY NUT OATS	Clear Window Bag	GROCERY	\$4.80
3357	KCN-CINNAMON SQUARES	Clear Window Bag	GROCERY	\$4.80
3358	KCN-GV FROSTED FLAKES	Clear Window Bag	GROCERY	\$4.19
3500	KCN-BEAUTIFUL BLOSSOM HONEY 12OZ	Clear Plastic Bottle	GROCERY	\$2.85
3559	KCN-PERRERONI SLICES 3.5	Clear Bag	GROCERY	\$3.10
3561	KCN-BD SAUSAGE CHORIZO 3.5 OZ	Clear Bag	GROCERY	\$3.50
3584	KCN-SPICEY SUMMER SAUSAGE 5 OZ	Clear Bag	GROCERY	\$3.50
3585	KCN-SUMMER SAUSAGE 5OZ	Clear Bag	GROCERY	\$4.75
3652	KCN-CREWNECK 1 PK 5XL	MPIC Product Only	OTHER	\$4.75
3669	KCN-CREWNECK 1 PK 6XL	MPIC Product Only	OTHER	\$2.00
3820	KCN-CROSS STRAP FLIP FLOP XTRA LARGE	Black, Clear Bag	GENERAL MERCHAN	\$1.75
3886	KCN-CHRISTMAS CARDS/PAPER		GENERAL MERCHAN	\$1.35
4000	KCN-M & M PLAIN 1.69OZ		GROCERY	\$1.35
4001	KCN-M & M PEANUT 1.74OZ		GROCERY	\$1.35
4004	KCN-BABY RUTH		GROCERY	\$1.29
4005	KCN-BUTTERFINGER		GROCERY	\$1.35
4010	KCN- SNICKERS BAR 2.07 OZ		GROCERY	\$1.35

4020	KCN-PAYDAY		GROCERY	\$1.35
4030	KCN-ZERO BAR		GROCERY	\$1.35
4035	KCN-REESE'S PEANUT BUTTER CUPS		GROCERY	\$1.35
4039	KCN-KIT KAT BAR		GROCERY	\$1.35
4040	KCN-SKITTLES-ORIGINAL		GROCERY	\$1.35
4100	KCN-BUTTERSCOTCH BUTTONS		GROCERY	\$1.20
4110	KCN-LEMON DROPS		GROCERY	\$1.20
4120	KCN-ROOTBEER BARRELS		GROCERY	\$1.20
4135	KCN-JOLLY RANCHER-ASST 3.7 OZ	Clear Window Bag	GROCERY	\$1.50
4145	KCN-STARLITE MINTS 3.75 OZ	Clear Window Bag	GROCERY	\$1.39
4150	KCN-SOUR FRUIT BALLS 4.25OZ	Clear Window Bag	GROCERY	\$1.20
4151	KCN-ASST NOW & LATORS 3.25 OZ	Clear Window Bag	GROCERY	\$1.39
4152	KCN-DIGBY'S ALL-STARS 3.75OZ	Clear Window Bag	GROCERY	\$1.29
4210	KCN-GV FRUIT ROLLS 20 OZ	Clear Window Bag	GROCERY	\$4.80
4234	KCN-CLEAR THERMAL 22 OZ MUG	Clear	GENERAL MERCHAN	\$2.75
4248	KCN-MENNEN AFTA FRSHCNT 3 OZ	alcohol free	H&BA	\$3.66
4429	KCN-ZC S.F. STRAWBERRY CREME WAFER 2.75 Z	Clear Window Bag	GROCERY	\$0.85
4430	KCN-ZC BLUEBERRY CHEESE DANISH	Clear Window Bag	GROCERY	\$1.55
4431	KCN-ZC STRAWBERRY CHEESE DANISH	Clear Window Bag	GROCERY	\$1.55
4569	KCN-POSTAGE STAMP - SINGLE STAMP \$0.02		STAMPS	\$0.02
4625	KCN-PRAYER RUG VAR.COLORS 44X26		GENERAL MERCHAN	\$29.00
4646	KCN-DONOVAN SECURITY RAZOR		H&BA	\$0.85
5273	KCN - READING GLASSES 1.25	plastic frame	GENERAL MERCHAN	\$10.59
5274	KCN - READING GLASSES 1.50	plastic frame	GENERAL MERCHAN	\$10.59
5275	KCN - READING GLASSES 1.75	plastic frame	GENERAL MERCHAN	\$10.59
5276	KCN - READING GLASSES 2.00	plastic frame	GENERAL MERCHAN	\$10.59
5277	KCN - READING GLASSES 2.25	plastic frame	GENERAL MERCHAN	\$10.59
5278	KCN - READING GLASSES 2.50	plastic frame	GENERAL MERCHAN	\$10.59
5279	KCN - READING GLASSES 2.75	plastic frame	GENERAL MERCHAN	\$10.59
5280	KCN - READING GLASSES 3.00	plastic frame	GENERAL MERCHAN	\$10.59
5281	KCN - READING GLASSES 3.25	plastic frame	GENERAL MERCHAN	\$10.59
5586	KCN-KOOFIE CAP BLACK CROCHET	Black, Clear Bag	GENERAL MERCHAN	\$11.25
5727	KCN-CREWNECK 1 PK 4XL	MPIC Product Only	OTHER	\$4.60
5729	KCN-LADIES BRIEFS - WHITE SIZE 8	MPIC Product Only	OTHER	\$2.70

5730	KCN-LADIES BRIEFS - WHITE SIZE 10	MPIC Product Only	OTHER	\$2.70
5734	KCN-LADIES BRIEFS - WHITE SIZE 14	MPIC Product Only	OTHER	\$3.00
6000	KCN-RAMEN NOODLES CHICKEN - CLR PK	Clear Window Bag	GROCERY	\$0.59
6002	KCN-RAMEN NOODLES BEEF - CLR PK	Clear Window Bag	GROCERY	\$0.59
6003	KCN-RAMEN NOODLES CHILI 3 OZ	Clear Window Bag	GROCERY	\$0.59
6005	KCN-RAMEN NOODLES CAJUN SHRIMP 3 OZ	Clear Window Bag	GROCERY	\$0.59
6011	KCN-HOT & SPICY VEGETABLE RAMEN CLR PK	Clear Window Bag	GROCERY	\$0.59
6047	KCN-SEVILLA SPCY RFRD BNS 8OZ	Clear Window Bag	GROCERY	\$2.40
6050	KCN-WHITE RICE	Clear Bag	GROCERY	\$1.75
6051	KCN-KF BROWN RICE 6.5 OZ	Clear Bag	GROCERY	\$1.85
6079	KCN-ML "THE WHOLE SHABANG" CHIPS 1.5OZ		GROCERY	\$1.09
6100	KCN-ML REG POTATO CHIPS 1.5 OZ		GROCERY	\$1.09
6102	KCN-ML STUFFED JALAPENO CHIP 1.5 OZ		GROCERY	\$1.09
6111	KCN-CA CORN CHIPS HOT 1.5 OZ	Clear Window Bag	GROCERY	\$0.79
6120	KCN-NACHO TORTILLA CHIIPS	Clear Bag	GROCERY	\$1.09
6125	KCN-ML HOT POTATO CHIP 1.5OZ		GROCERY	\$1.09
6126	KCN-ML SOUR CREAM & ONION CHIP 1.5OZ		GROCERY	\$1.09
6150	KCN-C.A. NACHO CHEESE CHIPS 10 OZ	Clear Bag	GROCERY	\$3.50
6154	KCN-DORITOS BITES 2 OZ	Clear Window Bag	GROCERY	\$1.29
6159	KCN-CHEETOS HOT 2OZ	Clear Window Bag	GROCERY	\$1.29
6161	KCN-ACT II BUTTER POPCORN 3 OZ		GROCERY	\$1.00
6163	KCN-DIXON - HOT PORK SKINS - 2 OZ	Clear Bag	GROCERY	\$1.60
6164	KCN-DIXON - SALT & VINEGAR PORK SKINS - 2 OZ	Clear Bag	GROCERY	\$1.60
6167	KCN-FL CHEETOS CRUNCHY 2 OZ	Clear Window Bag	GROCERY	\$1.29
6172	KCN-BC CHILI NO BEANS 11 OZ		GROCERY	\$3.25
6174	KCN-BRUSHY CREEK HOT CHILI W/BEANS 11.25OZ		GROCERY	\$3.20
6176	KCN-BRUSHY CREEK BEEF STEW 11.25 OZ		GROCERY	\$3.50
6178	KCN-FC MACK 3.53 OZ FILLETS/OIL		GROCERY	\$2.50
6179	KCN- FC SARDINES/SOYBEAN OIL 3.53 OZ		GROCERY	\$2.50
6192	KCN-FC SMOKED OYSTERS 3.53 OZ		GROCERY	\$2.75
6194	KCN-BRUSHY CREEK SLOPPY JOE 11.25 OZ		GROCERY	\$3.00
6262	KCN-SQUEEZUM MAYONNAISE 9 GM 12PK	Clear Window Bag	GENERAL MERCHAN	\$1.55
6263	KCN-SQUEEZUM MUSTARD 4.5 GM 12 PK	Clear Window Bag	GENERAL MERCHAN	\$1.25
6264	KCN-SQUEEZUM KETCHUP 9 GM 12 PK	Clear Window Bag	GENERAL MERCHAN	\$1.25

6268	KCN-SQUEEZUM HOT SAUCE 7 GM 12 PK	Clear Window Bag	GENERAL MERCHAN	\$1.49
6399	KCN-SQUEEZUM PB & GRAPE JELLY COMBO 2.12 OZ		GROCERY	\$0.70
6410	KCN-GRAPE JELLY 20 OZ SQUEEZE BOTTLE	Clear Bottle	GROCERY	\$4.00
6442	KCN-VELVEETA SHARP CHEDDAR SPREAD 8 OZ	Clear Bottle	GROCERY	\$3.10
6444	KCN-VELVEETA JALAPENO SPREAD 8 OZ	Clear Bottle	GROCERY	\$3.10
6501	KCN-DILL PICKLE	Clear Bag	GROCERY	\$1.30
6507	KCN-SS JALAP PEPPER .7 OZ TEXAS TITO'S (SLICES)	Clear Window Bag	GROCERY	\$0.65
6509	KCN-PICANTE SAUCE KF SQUEEZE BOT 10 OZ	Clear Bottle	GROCERY	\$2.90
6546	KCN-HORMEL SPAM SINGLES 3 OZ		GROCERY	\$2.75
6600	KCN-CA FLOUR TORTILLA 8OZ	Clear Window Bag	GROCERY	\$1.95
6606	KCN-ML ROASTED & SALTED PEANUTS 1.75 OZ	Clear Bag	GROCERY	\$0.90
6721	KCN-FC FISH STEAKS IN LA HOT SAUCE		GROCERY	\$2.50
6786	KCN-DIXON - BBQ PORK SKINS - 2 OZ	Clear Bag	GROCERY	\$1.60
6819	KCN-CINCH MAC & CHSE 7.25 OZ		GROCERY	\$1.50
6826	KCN-FC CHUNKLIGHT TUNAWATER		GROCERY	\$3.20
6988	KCN-CERAMIC PROFESSIONAL FLAT IRON 1" IRON		H&BA	\$29.00
6996	KCN-KOSS CL4 CLEAR HEADPHONE POLY	Clear	ELECTRONICS	\$16.50
6997	KCN-KOSS CL5 CLEAR HEADPHONE	Clear	ELECTRONICS	\$9.70
7006	KCN-AMP'D 13" LCD TELEVISION W/OUT SPEAKER	Clear	ELECTRONICS	\$221.00
7009	KCN-SONY CLEAR SRF-39FP WLKMAN W/ CLEAR BUDS	Clear	ELECTRONICS	\$32.00
7012	KCN-TYPEWRITTER RIBBON BROTHERS 1030		ELECTRONICS	\$5.22
7040	KCN-MASSEY 8" CLEAR FAN	Clear	ELECTRONICS	\$29.40
7054	KCN-AMPD TV 13" LCD	Clear	ELECTRONICS	\$221.00
7165	KCN-WHITE SPORTS BRA 2XL (40C-D)	MPIC Product Only	OTHER	\$13.50
7166	KCN-WHITE SPORTS BRA 3XL (42C-D)	MPIC Product Only	OTHER	\$13.50
7189	KCN-THERMAL SET SMALL	MPIC Product Only	GENERAL MERCHAN	\$10.30
7287	KCN-THERMAL SET MEDIUM	MPIC Product Only	GENERAL MERCHAN	\$10.30
7294	KCN-THERMAL SET LARGE	MPIC Product Only	GENERAL MERCHAN	\$10.30
7306	KCN-THERMAL SET XL	MPIC Product Only	GENERAL MERCHAN	\$10.30
7360	KCN-THERMAL SET 2XL	MPIC Product Only	GENERAL MERCHAN	\$11.40
7361	KCN-THERMAL SET 3XL	MPIC Product Only	GENERAL MERCHAN	\$11.40
7363	KCN-THERMAL SET 4XL	MPIC Product Only	GENERAL MERCHAN	\$12.00
7367	KCN-THERMAL SET 5XL	MPIC Product Only	GENERAL MERCHAN	\$12.40
7382	KCN-THERMAL SET 6XL	MPIC Product Only	GENERAL MERCHAN	\$12.40

80491	GT-CLEAR FAN - 8 INCH	Clear		ELECTRONICS	\$29.40
8081	KCN-SHOE CORP #2700 LOW**S/O MEN SZ 15 -WMN	All White Only		GENERAL MERCHAN	\$33.00
8082	KCN-SHOE CORP #2700 LOW**S/O MEN SZ 16 -WMN	All White Only		OTHER	\$33.00
8083	KCN-SHOE CORP #2700 LOW**S/O MEN SZ 6-WMN	All White Only		OTHER	\$31.00
8084	KCN-SHOE CORP #2700 LOW**S/O MEN SZ 5-WMN	All White Only		OTHER	\$31.00
8157	KCN-KNEE HI SHEER	Clear Bag		GENERAL MERCHAN	\$1.40
8230	KCN-LADIES BRIEFS - WHITE SIZE 9	MPIC Product Only		OTHER	\$2.70
8255	KCN-LADIES BRIEFS - WHITE SIZE 11	MPIC Product Only		OTHER	\$2.70
8256	KCN-LADIES BRIEFS - WHITE SIZE 12	MPIC Product Only		OTHER	\$2.70
8257	KCN-LADIES BRIEFS - WHITE SIZE 13	MPIC Product Only		OTHER	\$3.00
8321	KCN- V4FORCE - SWAGGER 14	All White Only		GENERAL MERCHAN	\$33.00
9802	KCN-MP3 PROTETIVE COVER	Clear		ELECTRONICS	\$15.00
9803	KCN-\$5.00 MUSIC CREDIT			ELECTRONICS	\$5.00
9804	KCN-MP3 - PLAYER 4G - BATTERY OPERATED	Clear		ELECTRONICS	\$115.00
9805	KCN-MP3 - PLAYER 8G - BATTERY OPERATED	Clear		ELECTRONICS	\$130.00
9806	KCN-AMP'D EARBUDS	Clear		ELECTRONICS	\$15.00

Exhibit H
Sample Weekly Reports
RFP NO. 15-032

Exhibit I
Bid Sheet on Canteen Items (Download from MAGIC)
RFP NO. 15-032

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

LINE	CATEGORY	SET MENU ITEM	SIZE	UNIT BID PRICE
		INSTRUCTIONS:		
		1 Enter retail "Unit Bid Price + Tax" in Column E.		
		2 All taxes including Federal tax should be included in the retail price.		
		3 Clear containers and packets as much as possible.		
		4 Contact Mississippi Prison Industries for pricing on clothing.		
		5 Print out Bid Sheet.		
		6 Authorized Representative sign and date each page of the bid sheet.		
		7 Save bid sheet and submit as part of "Cost Proposal."		
LINE	CATEGORY	SET MENU ITEM	SIZE	UNIT BID PRICE
1	Beverage	Coffee, Grains		\$
2	Beverage	Coffee, Instant		
3	Beverage	Coffee, Freeze Dried		
4	Beverage	Coffee, Decaf		
5	Beverage	Coffee, Cappuccino French Vanilla		
6	Beverage	Coffee, Single Serve		
7	Beverage	Water,	16.9 oz.	
8	Beverage	Soft Drink, Faygo	20 oz.	
9	Beverage	Soft Drink, Coke	20 oz.	
10	Beverage	Soft Drink, Diet Coke	20 oz.	
11	Beverage	Soft Drink, Pepsi	20 oz.	
12	Beverage	Soft Drink, Sprite	20 oz.	
13	Beverage	Orange Drink Singles		
14	Beverage	Peach Drink Singles		
15	Beverage	Fruit Punch Singles		
16	Beverage	Lemonade Singles		
17	Beverage	Tea Singles		
18	Beverage	Cocoa Singles		
19	MPIC Clothing	Men's Boxers	Small	
20	MPIC Clothing	Men's Boxers	Medium	
21	MPIC Clothing	Men's Boxers	Large	
22	MPIC Clothing	Men's Boxers	1X Large	
23	MPIC Clothing	Men's Boxers	2X Large	
24	MPIC Clothing	Men's Boxers	3X Large	
25	MPIC Clothing	Men's Boxers	4X Large	
26	MPIC Clothing	Men's T-Shirts	Small	
27	MPIC Clothing	Men's T-Shirts	Medium	
28	MPIC Clothing	Men's T-Shirts	Large	
29	MPIC Clothing	Men's T-Shirts	1X Large	
30	MPIC Clothing	Men's T-Shirts	2X Large	
31	MPIC Clothing	Men's T-Shirts	3X Large	
32	MPIC Clothing	Men's T-Shirts	4X Large	
33	MPIC Clothing	Men's T-Shirts	5X Large	
34	MPIC Clothing	Thermal Sets (Men/Women)	Small	
35	MPIC Clothing	Thermal Sets (Men/Women)	Medium	
36	MPIC Clothing	Thermal Sets (Men/Women)	Large	

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

37	MPIC Clothing	Thermal Sets (Men/Women)	1X Large	
38	MPIC Clothing	Thermal Sets (Men/Women)	2X Large	
39	MPIC Clothing	Thermal Sets (Men/Women)	3X Large	
40	MPIC Clothing	Thermal Sets (Men/Women)	4X Large	
41	MPIC Clothing	Thermal Sets (Men/Women)	6X Large	
42	MPIC Clothing	Bleached Tube Socks	Pair	
43	MPIC Clothing	Laundry Bag		
44	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 9	
45	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 10	
46	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 11	
47	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 12	
48	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 13	
49	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 14	
50	MPIC Clothing	Shower Shoes, Men (One Pair)	Size 15	
51	MPIC Clothing	Shower Shoes, Women (One Pair)	Small	
52	MPIC Clothing	Shower Shoes, Women (One Pair)	Medium	
53	MPIC Clothing	Shower Shoes, Women (One Pair)	Large	
54	MPIC Clothing	Sports Bra	Small	
55	MPIC Clothing	Sports Bra	Medium	
56	MPIC Clothing	Sports Bra	Large	
57	MPIC Clothing	Sports Bra	X Large	
58	MPIC Clothing	Sports Bra	2X Large	
59	MPIC Clothing	Sports Bra	3X Large	
60	MPIC Clothing	Sports Bra	4X Large	
61	MPIC Clothing	Sports Bra	5X Large	
62	MPIC Clothing	Sports Bra	6X Large	
63	MPIC Clothing	Women Cotton Panties	Size 5	
64	MPIC Clothing	Women Cotton Panties	Size 6	
65	MPIC Clothing	Women Cotton Panties	Size 7	
66	MPIC Clothing	Women Cotton Panties	Size 8	
67	MPIC Clothing	Women Cotton Panties	Size 9	
68	MPIC Clothing	Women Cotton Panties	Size 10	
69	MPIC Clothing	Women Cotton Panties	Size 11	
70	MPIC Clothing	Women Cotton Panties	Size 12	
71	MPIC Clothing	Women Cotton Panties	Size 13	
72	MPIC Clothing	Women Cotton Panties	Size 14	
73	MPIC Clothing	Knee Hi Sheer		
74	Hair Care	Curling Iron	3/4 in.	
75	Hair Care	Curling Iron	1 in.	
76	Hair Care	Hair Dryer		
77	Hair Care	Flat Iron		
78	Hair Care	Curling Iron (Gold Barrell)	1/2 in.	
79	Hair Care	Comb	9 in.	
80	Hair Care	Bobby Pins (Black)	60 ct.	
81	Hair Care	Women's Professional Style brush		
82	Hair Care	Hair Spray		
83	Hair Care	Styling Gel (Black) (clear container)	4 oz.	

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

84	Hair Care	Styling Gel (Pink/Clear) (clear container)	4 oz.	
85	Hair Care	Clear Plastic Shower Cap	1 count	
86	Hair Care	Royal Crown Sheen	4 oz.	
87	Hair Care	Snap Over Rollers		
88	Hair Care	Shampoo/Shave Gel/Body Wash-clear container	4 oz.	
89	Hair Care	Dandruff Shampoo (clear container)	4 oz.	
90	Hair Care	Conditioner (clear container)	4 oz.	
91	Hair Care	Rubber Bands		
92	Hair Care	Style Gel (clear container)	8 oz.	
93	Hair Care	Palm Hair Brush - no handle		
94	Hair Care	Comb	5 in.	
95	Hair Care	Wave Grease (clear container)	4 oz.	
96	Hair Care	Military Hair Brush		
97	Hair Care	Hair Grease (clear container)	4 oz.	
98	Hygiene	Maxi Pads Regular	24/box	
99	Hygiene	Maxi Pads Super	24/box	
100	Hygiene	Disposable Douche-2 units	4.5 oz. ea.	
101	Hygiene	Shaving Cream (clear container)	4 oz.	
102	Hygiene	Afta Shave Lotion	3 oz.	
103	Hygiene	Twin Select Shaver		
104	Hygiene	Security Razor		
105	Hygiene	Soap Bar	4.5 oz.	
106	Hygiene	Deodorant, Suave (exception to clear container)	2.5 oz.	
107	Hygiene	Clear Toothpaste (clear container)	4 oz.	
108	Hygiene	Security Toothbrush		
109	Hygiene	Toothbrush		
110	Hygiene	Denture Adhesive (clear container)	2.4 oz.	
111	Hygiene	Toothbrush Holder		
112	Other	Soap Dish 2 piece		
113	Other	Nail Clipper - no file		
114	Other	Soap Dish		
115	Other	Acrylic Mirror		
116	Other	Cosmetic Compact		
117	Other	Cosmetic Bag		
118	Other	Tweezers		
119	Skin Care	Noxema Skin Cream	2.5 oz.	
120	Skin Care	Hand & Body Lotion (clear container)	4 oz.	
121	Skin Care	Cocoa Butter Lotion (clear container)	4 oz.	
122	Skin Care	Baby Oil (clear container)	4 oz.	
123	Skin Care	Baby Lotion (clear container)	4 oz.	
124	Skin Care	Petroleum Jelly (clear container)	3.75 oz	
125	Health	Q-Tips	100 ct.	
126	Condiments	Plastic Spoon	1 ct.	
127	Condiments	Insulated Mug w/Lid (clear)	16 oz.	
128	Condiments	Cereal Bowl w/Lid	24 oz.	
129	Condiments	Sweet & Low	10 pk	
130	Condiments	Creamer	10 pk	

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

131	Condiments	Sugar	10 pk	
132	Condiments	Salt	50 pk	
133	Condiments	Pepper	50 pk	
134	Condiments	Mayonnaise	12 pk	
135	Condiments	Mustard	12 pk	
136	Condiments	Ketchup	12 pk	
137	Condiments	Hot Sauce	12 pk	
138	Condiments	Dill Pickle	Large	
139	Condiments	Jalapeno Pepper Slices	8 oz.	
140	Condiments	Picante Sauce	10 oz.	
141	Condiments	Honey	12 oz.	
142	Condiments	Grape Jelly	12 oz.	
143	Miscellaneous	Cushion Shoe Insoles (size 7 - 12)		
144	Miscellaneous	Playing Cards		
145	Miscellaneous	Double Six Dominoes		
146	Miscellaneous	Writing Tablet		
147	Miscellaneous	White Sketch Pad		
148	Miscellaneous	Flex Pen - Black		
149	Miscellaneous	Ink pen - Black		
150	Miscellaneous	#10 Envelopes	10 pk	
151	Miscellaneous	9 x 12 Envelopes- no clasp		
152	Miscellaneous	Greet Cards - Birthday		
153	Miscellaneous	Greet Cards - Child's Birthday		
154	Miscellaneous	Greet Cards - Anniversary		
155	Miscellaneous	Greet Cards - Thinking of You		
156	Miscellaneous	Greet Cards - Christmas		
157	Miscellaneous	Greet Cards - Valentines		
158	Miscellaneous	Greet Cards - Mother's Day		
159	Miscellaneous	Greet Cards - Father's Day		
160	Miscellaneous	Postage Stamps .02		
161	Miscellaneous	Postage Stamps 10 @ .46		
162	Miscellaneous	Single Postage Stamp		
163	Miscellaneous	Stamped Envelope		
164	Miscellaneous	Watch Battery - ECR2016		
165	Miscellaneous	Watch Battery - 376/377		
166	Miscellaneous	AA Batteries	4 pk	
167	Miscellaneous	AAA Batteries	4 pk	
168	Miscellaneous	Clear Wrist Watch		
169	Candy	Butterfinger	2.1 oz.	
170	Candy	Now & Later Assorted	3.25 oz.	
171	Candy	Peppermints	3.05 oz.	
172	Candy	M&M Plain	1.69 oz.	
173	Candy	M&M Peanut	1.74 oz.	
174	Candy	Payday	1.85 oz.	
175	Candy	Jolly Rancher Assorted	3.0 oz.	
176	Candy	Reese Peanut Butter Cup	1.5 oz.	
177	Candy	Snickers	2.07 oz.	

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

178	Candy	Kit Kat Bar	1.5 oz.	
179	Candy	Baby Ruth Bar	2.1 oz.	
180	Candy	Zero Bar	1.85 oz.	
181	Candy	Skittles Original		
182	Candy	Digby's All Star	3.75 oz.	
183	Candy	Butterscotch Buttons		
184	Candy	Lemon Drops		
185	Candy	Rootbeer Barrels		
186	Candy	Sour Fruit Balls	4.25 oz.	
187	Snack Foods	Toasted PNB Crackers	1.38 oz.	
188	Snack Foods	Ched Cheese Crackers	1.38 oz.	
189	Snack Foods	Salted Peanuts	2 oz.	
190	Snack Foods	Wham Wham (Bear Claw)	5 oz.	
191	Snack Foods	Honey Bun	4.75 oz.	
192	Snack Foods	Iced Honey Bun	6 oz.	
193	Snack Foods	Blueberry Cheese Danish		
194	Snack Foods	Strawberry Cheese Danish		
195	Snack Foods	Cinnamon Roll	4 oz.	
196	Snack Foods	Moon Pies - Vanilla	2.75 oz.	
197	Snack Foods	Moon Pies - Banana	2.75 oz.	
198	Snack Foods	Strawberry Toaster	2 pk	
199	Snack Foods	Brown Sugar Cinnamon Toaster	2 pk	
200	Snack Foods	Oatmeal Crème Pie	10 pk	
201	Snack Foods	Duplex Cremes	6 oz.	
202	Snack Foods	Vanilla Cremes	6 oz.	
203	Snack Foods	Peanut Butter Cremes	6 oz.	
204	Snack Foods	Chocolate Chip Cookies	6 oz.	
205	Snack Foods	Orange Pineapple Cremes	6 oz.	
206	Snack Foods	Iced Oatmeal Cremes	6 oz.	
207	Snack Foods	Jalapeno Cheese Spread packet	8 oz.	
208	Snack Foods	Cheddar Cheese Spread packet	8 oz.	
209	Snack Foods	Mac & Cheese packet	3 oz.	
210	Snack Foods	Spicy Cheesy Rice packet	3 oz.	
211	Snack Foods	Spicy Cheesy Refried Beans packet	3 oz.	
212	Snack Foods	Spicy Cheesy Refried Beans/Rice packet	3 oz.	
213	Snack Foods	Refried Beans w/Jalapenos packet	8 oz.	
214	Snack Foods	Flour Tortilla 6/ct packet	8 oz.	
215	Snack Foods	Spam Singles packet	3 oz.	
216	Snack Foods	Summer Sausage packet	5 oz.	
217	Snack Foods	Spicy Summer Sausage packet	5 oz.	
218	Snack Foods	Turkey Summer Sausage packet	5 oz.	
219	Snack Foods	Macaroni & Cheese Dinner packet	7.25 oz.	
220	Snack Foods	Twin Beef Stick	1.25 oz.	
221	Snack Foods	Beef & Cheddar Stick	1.25 oz.	
222	Snack Foods	Chicken Vienna Sausage packet	4.8 oz.	
223	Snack Foods	Chili with Beans packet	11 oz.	
224	Snack Foods	Chilli No Beans packet	11 oz.	

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

225	Snack Foods	Beef Stew packet	11 oz.	
226	Snack Foods	Lasagna packet	11.25 oz.	
227	Snack Foods	Spicy Ground Beef packet	11 oz.	
228	Snack Foods	Microwave Popcorn Butter	3.5 oz.	
229	Snack Foods	Sloppy Joe packet	11.25 oz.	
230	Snack Foods	Ramen Hot/Spicy Noodles	3 oz.	
231	Snack Foods	Ramen Beef Noodles	3 oz.	
232	Snack Foods	Ramen Chicken Noodles	3 oz.	
233	Snack Foods	Snack Crackers	12 oz.	
234	Snack Foods	White Rice	7 oz.	
235	Snack Foods	Brown Rice	6.5 oz.	
236	Snack Foods	Hot Salami	5 oz.	
237	Snack Foods	Pepperoni Slices	3.5 oz.	
238	Snack Foods	Pnutbutter & Jelly Squeeze	2.1 oz.	
239	Snack Foods	Creamy Peanut Butter (4)	2.5 oz.	
240	Snack Foods	Grape Jelly	20 oz.	
241	Snack Foods	Cinnamon Squares bag	20 oz.	
242	Snack Foods	Peanut Butter Wafers	6 pk	
243	Snack Foods	Chips	1.5 oz.	
244	Snack Foods	Skins	2 oz.	
245	Snack Foods	Doritos	2 oz.	
246	Snack Foods	Tortilla Chips	12 oz.	
247	Snack Foods	Cheetos	2 oz.	
248	Snack Foods	Saltine crackers	16 oz.	
249	Snack Foods	Granola Bar	1.6 oz.	
250	Snack Foods	Sardines in Soybean Oil packet	3.53 oz.	
251	Snack Foods	Fillet of Mackerel packet	3.53 oz.	
252	Snack Foods	Light Tuna packet	4.23 oz.	
253	Snack Foods	Sardines in hot tomato sauce packet	3.53 oz.	
254	Medical	Triple Antibiotic Ointment		
255	Medical	Chapstick	.16 oz.	
256	Medical	Tylenol	2 caplets	
257	Medical	Bayer Aspirin	2 caplets	
258	Medical	Roloids	12 tablets	
259	Medical	Eye drops (clear container)	.5 oz.	
260	Medical	Cough Drops-Honey Lemon	30 ct.	
261	Medical	Oral Gel	.5 oz.	
262	Medical	Hydrocortisone Cream	1 oz.	
263	Medical	Muscle Rub	3 oz.	
264	Medical	Daily Multi-Vitamins	90 Tablets	
265	Medical	Advil	2 ct.	
266	Medical	Antifungal Crème	.5 oz.	
267	Medical	Laxative	25 ct.	
268	Medical	Antifungal Powder	3 oz.	
269	Medical	Reading Glasses	1.25	
270	Medical	Reading Glasses	1.5	
271	Medical	Reading Glasses	1.75	

**EXHIBIT I
"BULK DELIVERY" BID SHEET**

272	Medical	Reading Glasses	2	
273	Medical	Reading Glasses	2.25	
274	Medical	Reading Glasses	2.5	
275	Medical	Reading Glasses	2.5	
276	Medical	Reading Glasses	2.75	
277	Medical	Reading Glasses	3	
		GRAND TOTAL OF WHOLESALE PRICES		\$

Exhibit I-1
Cost Options for MDOC Commission
RFP NO. 15-032

**EXHIBIT I-1
COST MATRIX**

Cost Matrix Instructions:			
1	Vendor may propose commission to MDOC based on 1A or 1B alone		
2	Vendor may propose commission to MDOC based on 1A or 1B plus 2A		
3	Vendor may propose commission to MDOC based on 1A or 1B plus 3A		
COST OPTIONS		PROPOSED COMMISSION RATE	
CANTEEN SERVICES and INMATE BANKING SERVICES			
1A	Offsite Warehouse and Bagging Operation		%
1B Alternate	Onsite Warehouse and Bagging Operation using Inmate Labor		%
2A Alternate	1A or 1B + Processing Inmate Banking Transactions - Offsite with vendor employees		%
3A Alternate	1A or 1B + Processing Inmate Banking Transactions - Onsite with vendor employees		%
	TOTAL PROPOSED COMMISSION TO MDOC		%

Exhibit J

**MDOC Administrative Remedy Program
RFP NO. 15-032**

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION

NAZARETH GATES, ET AL.,

PLAINTIFFS

VS.

4:71CV6-JAD

HALEY BARBOUR, ET AL.,

DEFENDANTS

AGREED ORDER TO AMEND
ADMINISTRATIVE REMEDY PROGRAM

This matter is before the Court on Defendant's Motion to Amend Administrative Remedy Program. The Administrative Remedy Program (ARP) pursuant to 42 U.S.C. §1997(e), the Civil Rights of Institutional Persons Act (CRIPA), and part 40 of Title 28, Code of Federal Regulations was found to be in substantial compliance by this Court and was certified on February 15, 1994. Such program has remained in substantial compliance until the present time.

Some time after the Court certification of the program, the Mississippi Department of Corrections realized, as had other states, that the third Step was not needed and may have impeded or slowed inmate access to court. The parties have agreed that the ARP should be amended to a two step appeal process as set forth in Exhibit "A" attached hereto.

IT IS HEREBY ORDERED, that the motion of the Defendants is well taken and should be granted by this Agreed Order.

IT IS FURTHER ORDERED that effective thirty (30) days from the date of this Agreed Order, the ARP process shall be amended to a two step appeal process and the

Mississippi Department of Corrections Administrative Remedy Program Procedures as set forth in Exhibit "A" attached hereto shall be implemented.

IT IS FURTHER ORDERED that upon receipt of this Order, the Mississippi Department of Corrections shall post in each housing unit a copy of the Mississippi Department of Corrections Administrative Remedy Program Procedures as set forth in Exhibit "A", said procedures to go into effect thirty (30) days from the date of this order.

SO ORDERED this the 19th day of August, 2010.

/s/ JERRY A. DAVIS
UNITED STATES MAGISTRATE JUDGE

AGREED:

/s/ Ronald Reid Welch
Ronald Reid Welch
Plaintiffs' Class Attorney
MSB# 7091

/s/ James M. Norris
James M. Norris
SPECIAL ASSISTANT ATTORNEY GENERAL
MSB# 3882

ADMINISTRATIVE REMEDY PROCEDURE

On April 18, 1994, the Mississippi Department of Corrections installed in all of its institutions and facilities a formal administrative remedy mechanism for use by all inmates committed to the custody of the Department. The process bears the name Administrative Remedy Program (ARP). Inmates are required to use the procedure before they can proceed with a suit in Federal and State Courts.

Inmates are encouraged to continue to seek solutions to their concerns through informal means, but in order to ensure their right to use the formal procedure, they shall make their request to the Legal Claims Adjudicator in writing within a 30 day period after an incident has occurred. If, after filing in the formal procedure an inmate receives a satisfactory response through informal means, the inmate may request (in writing) that the Legal Claims Adjudicator cancel his formal request for an administrative remedy.

All inmates may request information about or assistance in using the procedure from their case manager or appropriate staff who services their living area.

Original letters or requests to the Legal Claims Adjudicator should be as brief as possible. Inmates should present as many facts as possible to answer all questions (who, what, when, where, and how) concerning the incident. If a request is unclear or the volume of attached material is too great, it may be rejected and returned to the inmate with a request for clarity or summarization on one additional page. The deadline for this request begins on the date the resubmission is received in the Legal Claims Adjudicator office.

Once an inmate's request is accepted into the procedure, he must use the manila envelope that is furnished to him with this First Step to continue in the procedure. The flaps on the envelope may be tucked into the envelope for mailing to the facility's Legal Claims Adjudicator.

PURPOSE

The MDOC has established the Administrative Remedy Program through which an inmate may seek formal review of a complaint which relates to any aspect of his incarceration if less formal methods have not resolved the matter. Through this procedure, inmates shall receive reasonable responses and where appropriate, meaningful remedies.

APPLICABILITY

Inmates may request administrative remedies to situations arising from policies, conditions, or events within the institution that affect them personally.

The following matters shall not be appealable through this Administrative Remedy Procedure:

1. Court decisions and pending criminal matters over which the Department has no control or jurisdiction;
2. Pardon Board and Parole Board decisions



DEFINITIONS

As used in this procedure, the following definitions shall apply:

Administrative Remedy Program Administrator: Supervisor of the Mississippi Department of Corrections; Administrative Remedy Program in Restitution Centers, CWC's, Central Mississippi Correctional facility, South Mississippi Correctional Institution, Mississippi State Penitentiary and any other facility housing inmates committed to the custody of the Mississippi Department of Corrections. Coordinates the program at all administrative levels.

Legal Claims Adjudicator: A staff member whose responsibility is to coordinate and facilitate the Administrative Remedy Procedure process.

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

EMERGENCY GRIEVANCE: A matter in which disposition within the regular time limits would subject the inmate to a substantial risk of personal injury, or cause other serious and irreparable harm to the inmate.

DAYS: Calendar days.

POLICY

All inmates, regardless of their classification, impairment, or disability, shall be entitled to invoke this grievance procedure. It shall be the responsibility of the case manager to provide appropriate assistance for inmates with literacy deficiencies or language barriers. No action shall be taken against an inmate for the good faith use of or good faith participation in the procedure. Reprisals of any nature are prohibited. Inmates are entitled to pursue, through the grievance procedure, a complaint that a reprisal occurred.

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

REVIEWERS: If an inmate registers a complaint against a staff member, that employee shall not play a part in making a decision on the request. However, this shall not prevent the employee from participating at the Step One, since the employee complained about may be the best source from which to begin collecting information on an alleged incident. If the inmate is not satisfied with the decision rendered at the First Step, he should pursue his grievance to the Legal Claims Adjudicator via the Second Step.

COMMUNICATIONS: Inmates must be made aware of the system by oral explanation at orientation and should have the opportunity to ask questions and receive oral answers. The procedures shall be posted in writing in areas readily accessible to all inmates.

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

PROCEDURE

SCREENING: The Legal Claims Adjudicator will screen all requests prior to assignment to the First Step. The screening process should not unreasonably restrain the inmate's opportunity to seek a remedy. If a request is rejected, it must be for one of the following reasons, which shall be noted on Form ARP-1.

This matter is not appealable through this process, such as:

1. Court decisions;
2. Parole Board/Pardon Board decisions;
3. It is a duplicate request.
4. In cases where a number of inmates have filed similar or identical requests seeking administrative remedy, it is appropriate to respond only to the inmate who filed the initial request. Copies of the decision sent to other inmates who filed requests simultaneously regarding the same issue will constitute a completed action. All such requests will be logged.
5. The complaint concerns an action not yet taken or a decision which has not yet been made.
6. The inmate has requested a remedy for another inmate.
7. The inmate has requested a remedy for more than one incident (a multiple complaint.)
8. Established rules and procedures were not followed.
9. If an inmate refuses to cooperate with the inquiry into his allegation, the request may be denied due to lack of cooperation.
10. There has been a time lapse of more than 30 days between the event and the initial request, unless waived by the Legal Claims Adjudicator.

Notice of the initial acceptance or rejection of the request will be furnished to the inmate.

INITIATION OF PROCESS: Inmates should always try to resolve their problems within the institution informally, before initiating the formal process. This informal resolution may be accomplished through discussions with staff members, etc. If the inmate is unable to resolve his problems or obtain relief in this fashion, he may initiate the formal process.

Nothing in this procedure should serve to prevent or discourage an inmate from communicating with anyone in MDOC. The requirements set forth in this document for acceptance into the Administrative Remedy Procedure are solely to assure that incidents

which may give rise to a cause of action will be handled through this two step system of review.

If an inmate refuses to cooperate with the inquiry into his allegation, the request may be denied by noting the lack of cooperation on the appropriate Step Response and returning it to the inmate.

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

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

The administrator will determine and communicate to those offender grievants misusing the ARP of their non-compliance with the rules and the consequences of frivolous or malicious filings.

PROCESS

FIRST STEP (Time Limit 40 days): The inmate commences the process by writing a letter to the Legal Claims Adjudicator, in which he/she briefly sets out the basis for his/her claim, and the relief sought (refer to section on "PROCEDURE - Initiation of Process" for the requirements of the letter.) The inmate should make a copy of his letter of complaint and retain it for his own records. The original letter will become a part of the process, and will not be returned to the inmate. The institution is not responsible for furnishing the inmate with copies of his letter of complaint. This letter shall be written to the Legal Claims Adjudicator within 30 days of an alleged event. (This requirement may be waived when circumstances warrant. The Legal Claims Adjudicator, or his designee, will use reasonable judgment in such matters.) The requests shall be screened by the Legal Claims Adjudicator and a notice will be sent to the inmate advising that his request is being processed or is being rejected. The First Step Respondent shall respond to the inmate within 40 days from the date the request is received at the First Step.

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

SECOND STEP (Time limit 45 days): An inmate who is dissatisfied with the First Step response may appeal to the Legal Claims Adjudicator by so indicating that he is not satisfied in the appropriate space on the response form and forwarding it to the Legal Claims Adjudicator within 5 days of receipt of the decision. A final decision will be made by

the Superintendent, Warden or Community Corrections Director, and the inmate will be notified within 45 days of receipt.

If an inmate is not satisfied with the Second Step response, he may file suit in State or Federal Court. The inmate must furnish the administrative remedy procedure number on the court forms.

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

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

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

In no case may the cumulative extensions exceed 25 days.

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

PROBLEMS OF AN EMERGENCY NATURE: If an inmate feels he is subjected to emergency conditions, he must send an emergency request to the Legal Claims Adjudicator. The Legal Claims Adjudicator shall immediately review the request and forward the request to the level at which corrective action can be taken.

Abuse of the emergency review process by an inmate shall be treated as a frivolous or malicious request and the inmate shall be disciplined accordingly. Particularly, but not exclusively, matters relating to administrative transfers, time computation disputes and family illness or death are **NOT** to be treated as emergencies for purposes of this procedure, but shall be expeditiously handled by the Legal Claims Adjudicator, when appropriate.

SENSITIVE ISSUES: If the inmate believes the complaint is sensitive and would be adversely affected if the complaint became known at the institution, he may file the complaint directly with the Deputy Commissioner. The inmate must explain, in writing his reason for not filing the complaint at the institution.

If the Deputy Commissioner agrees that the complaint is sensitive, he shall accept and respond to the complaint. If he does not agree that the complaint is sensitive, he shall so advise the inmate in writing, and return the complaint to the Legal Claims Adjudicator office. The inmate shall then have five days from the date the rejection memo is received to submit his request through regular channels (beginning with the First Step if his complaint is acceptable for processing in the Administrative Remedy Program).

Medical: Medical complaints will be handled at the first step by a licensed primary care physician and at the second step by the site medical director who is a licensed and supervisory doctor.

Sentence Computation: Sentence computation and records issues involving the calculation of the length of time an offender must serve will be handled at the first step by a knowledgeable records office employee and at the second step through a personal meeting with a records office supervisor.

RECORDS: Administrative Remedy Procedure records are confidential. Employees who are participating in the disposition of a request may have access to records essential to the resolution of requests.

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

Records will be maintained as follows:

A log will be maintained which will document the nature of each request, all relevant dates, and disposition at each step.

Individual requests and disposition, and all responses and pertinent documents shall be kept on file at the Institution.

Records shall be kept at least five years following final disposition of the request.

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

DISCHARGED INMATES: If an inmate is discharged before the review of an issue that affects the inmate after discharge is completed, or if he files a request after discharge on such an issue, the institution will complete the processing and will notify the inmate at his last known address. All other requests shall be considered moot when the inmate discharges, and MDOC shall not complete the process.

REPORTS REQUIRED: The Legal Claims Administrator shall annually solicit comments and suggestions on the processing, the efficiency and the credibility of the Administrative Remedy Procedure.

**Exhibit K
Submission Cover Sheet
RFP NO. 15-032**

Legal Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Website: _____

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

Legal Form of Company (check all that apply):

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

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

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

Person's Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

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

Original Signature of Officer in Bind of Company / Date

Name (typed or printed) _____

Title _____

Company Name _____

Exhibit L
Proposal Exception Summary
RFP NO. 15-032

The Vendor is responsible to meet all of the requirements and specifications described in the RFP. In accordance with Section 5 of the RFP in the event a Vendor anticipates it will be unable to comply with any requirement, standard or expectation then it must identify this exception on the *Proposal Exception Summary* form. Use the table below to specify any exceptions that are being requested. If the Vendor is awarded the contract resulting from this RFP only those exceptions accepted by MDOC, as demonstrated by the signature of a MDOC authorized representative in the fourth column, will be allowed.

MDOC RFP Reference (Reference specific RFP section which exception is taken)	Vendor Proposal Reference (Page, section, items in Vendor's proposal where exception is explained)	Brief Explanation of Exception (Short description of exception being made)	MDOC Acceptance (sign here only if accepted)

**Exhibit M
Correctional Commissary/Canteen Services Experience
RFP NO. 15-032**

MDOC wants to understand the full array of correctional canteen services the Vendor has provided recently. Please list all clients for which you have provided correctional canteen services within the last three years. The list of clients shall include federal, state, county and other government agencies as well as contracts with private corrections organizations.

Client/Government Agency	Contract Dates	Array of Services	# Inmates

Exhibit N
Resumes of Key Staff
RFP NO. 15-032

Exhibit O
Correctional Commissary/Canteen References
RFP NO. 15-032

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

1. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Inmates Served: _____ Contract Dates: _____

2. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Inmates Served: _____ Contract Dates: _____

3. Corrections Agency: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Type of Services Provided: _____
Number of Inmates Served: _____ Contract Dates: _____

Exhibit P

**Threshold Agreement by Vendor
RFP NO. 15-032**

MDOC requires, without exception, the following Vendor agreements for MDOC to even consider a proposal. Vendors who do not agree to these provisions will be excluded from consideration. Further, any violation of these agreements by the selected Vendor will constitute grounds for immediate termination by MDOC with contractual penalties applied.

Vendor must initial by each item below to signify their understanding of the Threshold Agreement and their willingness to comply.

1. MDOC requires full disclosure of expenses of the contract(s) each month. Vendor(s) must provide 100% disclosure of all expenses associated with the contract, including cost allocations. Do you agree? _____ YES _____ NO

2. Vendor must agree to allow MDOC or its authorized representative, including State of Mississippi auditors or Mississippi Joint Legislative Committee on Performance, Evaluation and Expenditure Review to inspect the books or audit the books of account for any related companies at least annually for which there is a cost allocation or charge to the contract, whether paid by MDOC or not. The Vendor's contract which such related organizations must contain a provision allowing such inspection or audit. Do you agree?
_____ YES _____ NO

3. MDOC does not expect that any information about operational matters or processes under this contract will be proprietary so as to prohibit disclosure to MDOC officials acting in their authority to oversee this contract. The Mississippi Attorney General will have final authority to rule whether the Vendor's request to have an item ruled proprietary is justified or not. Do you agree?
_____ YES _____ NO

4. MDOC has listed certain reports and data that are required to be provided periodically. It is the intent of MDOC to use information submitted by the Vendor to develop financial penalties related to non-performance in key operational areas. The specific factors upon which to base the penalties and the related computations will be negotiated during the final award phase. Failure to provide required data for more than sixty (60) days after an MDOC demand letter will result in grounds for termination of the contract. Do you agree to provide such reports and data and be subject to penalties for non-performance?
_____ YES _____ NO

Exhibit Q
Subcontractors
RFP NO. 15-032

List all subcontractors the Vendor intends to use to fulfill the obligations and expectations of providing canteen services to inmates in the custody of MDOC.

1. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be Provided: _____

2. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be Provided: _____

3. Company: _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Email: _____
Services to be Provided: _____

Exhibit R
CERTIFICATIONS
RFP 15-032

PROSPECTIVE CONTRACTOR'S REPRESENTATION
REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such offeror's proposal that such offeror
HAS / HAS NOT (circle applicable word or words)
retained any person or agency on a percentage, commission, or other contingent arrangement to
secure this contract.

CONSULTANT/LOBBYIST

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

Name/Address/Phone: _____

Name/Address/Phone: _____

Name/Address/Phone: _____

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The prospective contractor certifies that the prices submitted in response to the RFP have been
arrived at independently and without, for the purpose of restricting competition, any consultation,
communication, or agreement with any other offeror or competitor relating to those prices, the
intention to submit a 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 proposals
for contracts issued by any political subdivision or agency of the State of Mississippi and that it is
not an agent of a person or entity that is currently debarred from submitting proposals for contracts
issued by any political subdivision or agency of the State of Mississippi.

Company Name

Date

Company Representative

Exhibit S
W-9
RFP NO. 15-032

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) > _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person >	Date >
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

What Name and Number To Give the Requester

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

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

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

Privacy Act Notice

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

Exhibit T
Most Recent Two Years of Compiled Financial Statements
RFP NO. 15-032
