

Request for Proposal 15-025

Operation and Management of the Food Service

Mississippi Department of Corrections

633 North State Street

Jackson, Mississippi 39202

Contact Person: Rick McCarty

601-359-5682

RFP Issued via MAGIC, January 20, 2015

Proposals Due: Thursday, March 26, 2015 at 10:00 a.m. CST via
MAGIC

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SECTION 2 – DEFINITIONS

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

- 2.1 Agency – for the purposes of this RFP “agency” shall be defined as Mississippi Department of Corrections.
- 2.2 Business - means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- 2.3 Central Office – means MDOC’s Office located in Jackson, Hinds County, Mississippi – 633 North State Street, Jackson, MS 39202.
- 2.4 CMCF – means Central Mississippi Correctional Facility located in Pearl, Rankin County, Mississippi.
- 2.5 Contract - means all types of agreements for the procurement of services, regardless of what they may be called.
- 2.6 Contractor - means any person having a contract with a governmental body.
- 2.7 Contract Modification - means any written alteration in contract requirements, deliverables, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- 2.8 Data - means recorded information, regardless of form or characteristic.
- 2.9 Day - means calendar day, unless otherwise specified.
- 2.10 Designee - means a duly authorized representative of a person holding a superior position.
- 2.11 Employee - means an individual who performs services for a governmental body by virtue of an employee/employer relationship with the governmental body.
- 2.12 The terms “Equipment and Organization,” as used herein, shall be construed to mean fully equipped, well organized company in line with the best business practices in the industry. The MDOC may consider any evidence available regarding the financial, technical and other qualifications and abilities of the offeror.
- 2.13 MAGIC – means Mississippi’s Accountability System for Government Information and Collaboration.
- 2.14 May - denotes the permissive.
- 2.15 MDOC - means Mississippi Department of Corrections.
- 2.16 Offeror - means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.17 MSP – means Mississippi State Penitentiary located in Parchman, Sunflower County, Mississippi.
- 2.18 Procurement means buying, purchasing or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of any services, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- 2.19 Procurement Officer - means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized agency representative acting within the limits of authority. For the

sake of this RFP the Procurement Officer is Rick McCarty, Deputy Commissioner of Administration & Finance.

- 2.20 Purchasing Agency - means any governmental body which is authorized by regulations to enter into contracts.
- 2.21 Regulation - means a governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with the Mississippi Administrative Procedures Law, Mississippi Code Annotated §§ 24-43-1 et seq. (1972, as amended).
- 2.22 Services - mean the furnishing of labor, time, or effort by a contractor, not usually involving the delivery of a specific end product other than that which is incidental to the required performance.
- 2.23 Shall - denotes the imperative.
- 2.24 SMCI – means South Mississippi Correctional Institution located in Leakesville, Greene County, Mississippi.
- 2.25 Subcontractor – For the purposes of the 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.
- 2.26 Respondent – means an individual/business that submits a proposal in response to this Request for Proposals.
- 2.27 RFP – means Request for Proposals.

SECTION 3. NOTICE TO RESPONDENTS

3.1 Request for Proposals

The Mississippi Department of Corrections (hereinafter “MDOC”) is hereby requesting written proposals for the Operation and Management of the Food Service at the Mississippi State Penitentiary (MSP), Parchman, MS, Central Mississippi Correctional Facility (CMCF) & Youth Offender Unit (YOU), Pearl, MS and the South Mississippi Correctional Institution (SMCI), Leakesville, MS.

3.2 Submission of Proposals

3.2.1 The Mandatory Letter of Intent to submit a proposal is due by **Monday, February 9, 2015**. All proposed respondents must attend the Vendor Conference and tour the facilities.

3.2.2 Written proposals for the operation and management of food services will be accepted by the MDOC via MAGIC (Mississippi’s Accountability System for Government Information and Collaboration) until **10:00 a. m. CST, on Thursday, March 26, 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. The RFP may be accessed via the MDOC website at <http://www.mdod.state.ms.us>.

3.3.2 For questions concerning clarifications to the scope of services and specifications for the MDOC “Operation and Management of the Food Service RFP #15-025” contact Stanley Brooks, MDOC’s Director of Food Service at Post Office Box 639, Parchman, MS 38738. Email: SBrooks@mdoc.state.ms.us.

3.3.3 For all other inquiries contact Rick McCarty, Deputy Commissioner, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202. Telephone: 601-359-5682, Facsimile: 601-359-5293, Email: rmccarty@mdoc.state.ms.us.

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

SECTION 4. GENERAL INFORMATION

4.1 Purpose of RFP

The purpose of this Request for Proposal is to obtain proposals from qualified and interested offerors to provide for the Operation and Management of Food Services. One contract will be awarded to one vendor to provide for the Operation and Management of the Food Service at the above listed facilities. The contract will be awarded to the 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.

4.2 Terms of Proposed Contract

4.2.1 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 with breakfast on July 1, 2015.

4.2.2 The contract may be renewed at the discretion of the MDOC upon written notice to Contractor at least sixty (60) days prior to the contract anniversary date for a period of one (1) successive year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).

4.2.3 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.

4.2.4 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.

4.3 Type of Proposed Contract

Compensation for services will be in the form of a firm fixed price agreement.

4.4 Pre-Proposal Conference

4.4.1 All prospective vendors are required to attend a vendor's conference and a tour of the institutional facilities. The Pre-Proposal Conference will be held:

February 17, 2015
10:00 A.M. CST
ADMINISTRATION BUILDING
PARCHMAN, MISSISSIPPI

4.5 Mandatory Letter of Intent

4.5.1 The mandatory letter of intent from vendors must include a listing of their personnel (maximum of four (4)) who will be in attendance.

4.5.2 The enclosed AUTHORIZATION FOR RELEASE OF INFORMATION form (APPENDIX E) must be completed in its entirety for each person and returned with the Letter of Intent.

- 4.5.3 The original Letter of Intent and the Authorization for Release of Information Form for each individual must be sent to Stanley Brooks, at P. O. Box 639, Parchman, MS 38738.
- 4.5.4 The letter of intent and authorization forms must be received by Mr. Brooks no later than 2:00 p.m. CST on February 9, 2015.
- 4.6 Mandatory Tour of Facilities
 - 4.6.1 A tour of the kitchen facilities of all three institutions will be conducted according to the proposed Procurement Schedule in Section 4.10 below. These will be the only tours of the facilities available to vendors.
 - 4.6.2 Promptness is a necessity. COMMENTS MADE DURING THIS TOUR WILL HAVE NO VALIDITY UNLESS SUBSTANTIATED IN WRITING BY THE MDOC FOLLOWING THE TOUR.
- 4.7 Questions/Written Clarification to Specifications
 - 4.7.1 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.
 - 4.7.2 If any offeror contemplating submitting a proposal under this solicitation 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 Stanley Brooks, MDOC’s Director of Food Service. All requests for clarification must be received by Stanley Brooks at SBrooks@mdoc.state.ms.us, or at P.O. Box 639, Parchman, MS 38738 by 4:00 p.m. CST on **February 24, 2015**.
 - 4.7.3 All such requests must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 4.8 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.
- 4.9 Procurement Schedule
 - Jan. 20, 2015 RFP available to vendors via MAGIC
 - Feb. 9, 2015 Deadline for Mandatory Letter of Intent and Authorization Forms
 - Feb. 17, 2015 10:00 a.m. CST, Mandatory Vendor’s Conference at MSP
 - Feb. 17, 2015 1:00 p.m. CST, tour of Kitchen Facilities at MSP
 - Feb. 18, 2015 9:00 a.m. CST, tour of Kitchen Facilities at CMCF

Feb. 19, 2015	9:00 a.m. CST, tour of Kitchen Facilities at SMCI
Feb. 20, 2015	9:00 a.m. CST, MDOC Central Office, Exit Conference
Feb. 24, 2015	Deadline for Vendors Written Questions
Mar. 13, 2015	Written Response to Vendors Questions
Mar 26, 2015	10:00 a.m. CST, Deadline for submitting proposals via MAGIC
July 1, 2015	New Contract Begins

4.10 Rejection of Proposals

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

- 4.10.1 The proposal contains unauthorized amendments to the requirements of the RFP;
- 4.10.2 The proposal is conditional;
- 4.10.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- 4.10.4 The proposal is received late;
- 4.10.5 The proposal is not signed by an authorized representative of the offeror;
- 4.10.6 The proposal contains false or misleading statements or references; and,
- 4.10.7 The proposal does not offer to provide all services required by the RFP.

4.11 Informalities and Irregularities

- 4.11.1 The MDOC has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured.
- 4.11.2 If insufficient information is submitted by an offeror with the proposal, for the MDOC to properly evaluate the proposal, the MDOC has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.12 Errors or Omissions

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

4.13 Disposition of Proposals

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

4.14 Competitive Negotiation

4.14.1 The procurement method to be used is that of competitive negotiation from which MDOC is seeking the best combination of price, experience and quality of service.

4.14.2 Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

4.14.3 Likewise, MDOC also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

4.15 RFP Does not Constitute Acceptance of Proposal

4.15.1 The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDOC to execute a contract with any other party.

4.15.2 MDOC reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with MDOC.

4.16 Exceptions and Deviations

4.16.1 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written.

4.16.2 Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

4.17 Non-Conforming Terms and Conditions

4.17.1 A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive.

4.17.2 MDOC reserves the right to permit the offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDOC of non-responsiveness based on the submission of nonconforming terms and conditions.

4.18 Proposal Acceptance Period

Proposals shall remain binding for ninety (90) calendar days after proposal due date.

4.19 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.

4.20 Trade Secrets and Proprietary Information

4.20.1 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.

4.20.2 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.

4.21 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. **See Appendix C.**

4.22 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. **See Appendix C.**

4.23 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. **See Appendix C.**

SECTION 5. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

5.1 Food Service Operation and Management
 5.1.1 Institutions

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

The MDOC’ largest institution is the Mississippi State Penitentiary, (MSP) located at Parchman, Mississippi, situated on approximately 15,000 acres in Sunflower County. It is comprised of 6 units, housing a maximum of 3,543 inmates. The MDOC operates two (2) other major institutions. The Central Mississippi Correctional Facility (CMCF), located at Pearl in Rankin County, has a capacity of 3,469 inmates. The South Mississippi Correctional Institution (SMCI), located at Leakesville in Greene County, has a capacity of 3,282 inmates. The MDOC also has seventeen (17) Community Work Centers and four (4) Restitution Centers located throughout the state with a combined population of approximately two thousand (2,000) inmates.

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

NAME OF FACILITY	LOCATION OF FACILITY	NUMBER INMATES
Mississippi State Penitentiary	Parchman, Sunflower County, MS	3,543
Central MS Correctional Facility	Pearl, Rankin County, MS	3,469
South Mississippi Correctional Facility	Leakesville, Greene County, MS	3,282
Community Work Centers (17)	Alcorn, Bolivar, Forrest, George, Harrison, Jackson, Jefferson, Leflore, Madison, Noxubee, Pike, Quitman, Simpson, Washington, and Yazoo Counties	
Restitution Centers (4)	Flowood, Greenwood, Jackson, and Pascagoula, MS	
TOTALS		12,294

5.1.2 Youth Offender Unit

The successful vendor will be responsible for providing three (3) meals and three (3) snacks per day for Youth Offenders housed at CMCF. The current capacity of the youthful offenders is approximately 60. The meals and snacks will be prepared in accordance with the National School Lunch Program guidelines and regulations. The vendor will be responsible for purchasing the food for these meals as well as the preparation. The meals and snacks will have to be prepared offsite at a site of the vendor’s choice and approved by the MDOC. The vendor will provide a

qualified on site supervisor for preparation and delivery of the meals to the applicable Youth Offenders. The vendor agrees that any reimbursements under the National School Lunch Program will be credited back to the MDOC.

The pricing for the youth meals shall be completed on the attached **Appendix A**, Contract Analysis Worksheet Part 3. The pricing should include all costs associated with the youth meals and should be stated as the rate per youth offender per day.

5.1.3 Food and Supply Deliveries

The vendor shall be responsible for loading and delivering food and kitchen supplies at the request of the MDOC (minimum of every two (2) weeks) and providing menus and recipes to the Community Work Centers and Restitution Centers located throughout the state. These costs should be included in the operational costs and included in the cost per inmate per day on the Contract Analysis Worksheets in **Appendix A**.

5.1.4 Emergency Feeding

The vendor will also be responsible for developing and providing adequate plans and equipment for feeding inmates during emergency situations.

5.1.5 Food Preparation

1. The selected contractor will be required to serve tasty, appetizing, wholesome quality food. The current menu is provided in **Appendix F** to this RFP.
2. The average daily caloric count is to be a minimum of 2,900 calories but may vary upward to meet specific inmate needs. All vendor's menus shall be prepared by a registered dietician employed by the vendor and approved by the MDOC Food Service Director. The menus shall be on file in the MDOC's Food Service Director's office.
3. The selected Contractor will provide proposed menus and project quarterly food costs to the MDOC for comments and suggestions for the purchasing cycle prior to the bid for food and the initial use of the menu.
4. Modified and special diets are to be prepared and monitored when medically prescribed within the MDOC. All modified and special diets, diet instructions, and nutritional analysis will be prepared by a registered dietician employed by the vendor. Monthly documentation of these activities will be provided by the vendor to the MDOC.
5. Special menus are to be prepared for holidays such as Thanksgiving, Christmas, Independence Day, and for sanctioned Religious occasions, and other occasions as determined by the MDOC Commissioner.
6. In addition to meeting the MDOC's minimum standards, specific calorie counts and accepted nutritional analysis, the vendor will be expected to demonstrate to the MDOC that they will provide and maintain a consistent and reasonable level of quality food prepared and served.
7. Except for special diets, meal frequency shall be three (3) times a day, seven (7) days a week, fifty-two (52) weeks a year. The time differential between the evening meal and the next morning breakfast will be no more than fourteen (14) hours.

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

1. The MDOC qualifies to receive surplus commodities from the U.S. Department of Agriculture. There is no guarantee on the type, or quantity of, commodities that will be available.
2. The successful contractor agrees to maximize the utilization of any food items obtained through the commodities program of the U.S. Department of Agriculture or any other similar food source, which will be charged as cost of operation at fair market value.
3. The MDOC will be producing vegetables in their farm operations. Vegetables grown/produced and processed by the MDOC will be utilized and WILL HAVE PRIORITY over purchased items. These items will be charged as a cost of operation. This value will be declared by the MDOC.

5.1.7 Vendor Responsibilities

The minimum requirements for the successful vendor will be:

1. Demonstrate institutional food service management experience, having prepared a minimum of [7500] meals per day at a single location. Vendor must submit a listing of past and present institutional consumers and contact persons, including number of meals served per day and type of labor utilized at each location.
2. Provide certified financial statements with notes reflecting a capability to sustain operations for the period.
3. Be fully responsible and accountable for all food service operations for the contract period.
4. Provide the adequate number of vehicles and staff to deliver meals to all units of the Mississippi State Penitentiary, Central Mississippi Correctional Facility and South Mississippi Correctional Facility in a timely fashion. Maintenance and fuel costs of the vehicles will be the responsibility of the vendor. The delivery system will be based on a minimum of two (2) routes at MSP, two (2) at CMCF and two (2) at SMCI.
5. Provide an adequate number of sets of food transporting equipment (hot and cold) and associated support equipment as determined by the MDOC Food Service Director. Such equipment will be approved by the National Sanitation Foundation; maintenance of this equipment will be the responsibility of the vendor. These items will remain the property of the MDOC. No used or non-approved equipment will be used for hot and cold transporting. Replacement transport products or equipment will be new.
6. Comply with all applicable Federal, State and local laws pertaining to food service operations and meet any court imposed requirements.
7. Supply to the MDOC Food Service Director all food specifications not otherwise listed. The vendor and Food Service Director will agree on specifications to be submitted to the MDOC Purchasing Director. Quantities and delivery requirements will be submitted to the MDOC Purchasing Director on a semiannual basis or as determined by MDOC. All requisitions shall be submitted to the MDOC Food Service Director for approval prior to submitting to the MDOC Purchasing Director.

8. Agree to use farm produce provided by MDOC at a value to be determined by the MDOC and reflected in the cost of operations.
9. Agree to maximize the use of any food items obtained through the Commodities Program of the U.S. Department of Agriculture or any other similar source. Such items will be charged as a cost of operation.
10. Be responsible for warehousing and issuing all food and food service supplies stored at all Central Kitchen warehouse facilities and all vendor operating kitchens.
11. Develop an emergency plan to enable the vendor to provide a minimally adequate food service to all units and facilities during any emergency situation.
12. Provide an operating transition schedule and staffing during this period. This schedule must include the number of on-site personnel, their functions, and the length of stay for each.
13. Provide a schedule of the proposed delivery system, reflecting time requirements for delivery to all units at MSP, CMCF and SMCI.
14. Be responsible for repairing and servicing kitchen equipment within the operating kitchens at each major facility. The operating kitchens are defined as the Unit 30 Kitchen and Unit 29 Kitchen at MSP, Central Kitchen at CMCF and Central Kitchen at SMCI.
15. Be responsible for contracting for dishwashing equipment and supplies at the institutions. The vendor will also be responsible for providing maintenance and necessary supplies for dishwashing units owned by the MDOC which are located at the major facilities. Vendor will be responsible for leasing and maintaining the following:

Item	Description	MSP	CMCF	SMCI
A	Single Tank Dishwashers	7	-	2
B	Large Double Tank Dishwashers	3	7	2

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

- D. Nutritional Analysis
- E. Cost per meal per inmate per day
- F. Maintenance reports
- G. Other reports as deemed necessary or requested by the MDOC

NOTE: Ownership of all equipment, software, manuals and reference materials with applicable licenses will be vested to the MDOC at the conclusion of the contract. Software is deemed that which is not proprietary in nature.

- 19. The vendor shall provide adequate on-site management staff to include, but not limited to, all hours that production kitchens are open at MSP, CMCF and SMCI. The vendor must also provide a detailed staffing plan and schedule for all locations. The vendor will submit resumes of the primary site manager, district manager, and the support staff. District managers and primary managers will be dedicated solely to the food service operations of the MDOC.
- 20. The offeror must establish or have in place, if awarded the contract, a regional office in the State of Mississippi which must be maintained throughout the term of the contract. The office cannot be located at any of the MDOC facilities.

5.1.8 Vendor Staffing Requirements

- 1. Food Service Managers. From the time the contract is initiated, the successful vendor shall assign on-site Food Service Managers for the duration of the contract. Food Service Managers shall be trained, experienced and knowledgeable of food services in a prison facility. Such managers shall be subject to review by the MDOC. Resumes, including correctional experience, are to be submitted to the MDOC upon request. In the event District Managers and/or Food Service Managers are absent because of illness, vacation, or any other reason, an acceptable alternative shall be provided as a replacement. Resumes are to be submitted to the MDOC Food Service Director when replacements become necessary. The replacement managers are to be pre-approved by the MDOC so immediate management is always available when required.
- 2. All on-site employees must:
 - A. Be well trained, honest and reliable.
 - B. Meet all requirements of the Mississippi State Health Department and MDOC rules and regulations. All costs associated with obtaining such certificate and tests shall be borne by the vendor.
 - C. Be subject to background checks conducted by the MDOC. The MDOC must be advised and grant prior approval for any employee of the vendor that has any criminal record. Staff terminated from employment by the MDOC cannot be employed by the vendor without prior written approval from the Commissioner of the MDOC. All employees must be approved and background checks shall be conducted by the MDOC Criminal Investigative Division.
 - D. Actively participate in forty (40) hours of the MDOC approved in-service training each year. This training can be provided by the vendor on safety, sanitation and food handling as well as on-going in-service training provided by the MDOC. All new employees must attend the (40) forty

hours MDOC orientation, plus actively participate in forty (40) hours of the MDOC approved in-service training during the first year of their employment.

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

STAFF CATEGORY	TITLE	MINIMUM STAFF	MSP	CMCF	SMCI
Management	District Manager	1	1		
	Assistant District Manager	1	1		
	Primary Site Manager	4	2	1	1
	Assistant Site Manager	1			1
	Production Manager	2	1	1	
	Food Service Supervisor	18	10	4	4
	Registered Dietician*	1	1		
	Maintenance and Asset Manager**	3	1	1	1
	Maintenance Manager	1			
	Quality Control Manager	3	1	1	1
	Warehouse Manager	2	1	1	
Food Delivery	Route Truck Driver***		***	***	***
	18 Wheeler Driver	3	3		
	TOTAL MINIMUM STAFF	40			

*For all three facilities

**One is an 18-Wheeler Driver

***As many as needed

4. Food Delivery:
 - A. Drivers to deliver food to each MSP, CMCF and SMCI Housing Unit three meals per day, seven days per week for two (2) routes at MSP, two (2) at CMCF and two (2) at SMCI. Drivers will be responsible for picking up empty food transport equipment from each housing unit.
 - B. Four (4) licensed commercial drivers to drive a tractor/trailer delivering food items and supplies to each external unit, seventeen (17) Community Work Centers, four (4) Restitution Centers, CMCF and SMCI as needed and/or required by the MDOC (no less than every two weeks) and other food related deliveries and pickups as capacity of freezers and needs require.
5. Positions not filled within thirty (30) days shall be cause for the MDOC to withhold payment equal to the salaries of the vacant positions.

5.1.9 MDOC Responsibilities

The MDOC will:

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

5.1.10 Equipment to be Provided by Vendor

1. The following list of equipment shall be provided by the vendor with delivery prior to the inception of the contract.
2. All of the equipment shall be provided with unit process with any and/or all equipment being subject to deductive alternatives as deemed necessary by the MDOC.

Vehicles – MSP, CMCF, SMCI

- A) One (1) Small sleeper, twin screw tractor. Color is to be white.
- B) Three (3) Ford Econoline F350 high cube vehicle utilimaster cube bed. 14' long, 7' 10" wide, 7' high. Floor is to be ribbed aluminum. Color is to be white.
- C) One (1) refrigeration unit 52 foot capable of transporting frozen, chilled and dry products. Floor is to be ribbed aluminum. Color is to be white.
- D) One Bob truck F350, high cube with 24 ft. refrigeration bed, Color is to be white
- E) One (1) Cargo Van, E 250, Color is to be white

The ownership of these vehicles will be vested to MDOC at the conclusion of the 36 month contract. The vendor will provide free title to these vehicles to MDOC immediately upon expiration of the original 36 month contract.

Additional Equipment to be purchased by Vendor:

- A) Refrigerator – three door reach-in, Victory or approved equal 10 ea

B) Ice Machine – with bin, air Cooled, 400 lb. capacity, Hoshizaki or approved equal	3 ea
C) Mixer – 60 quart, Hobart H-600 with attachments or approved equal	1 ea
D) Mixer – Table top, 20 quart with bowl, paddle, hook and H. D. Whip	5 ea
E) Dish Machine – Flight type, stbuw-24 with ventilation system or Approved equal	1 ea
F) Automatic Slicer – Hobart Model 2712 or approved equal	2 ea
G) Manual Slicer – Hobart Model 2612 or approved equal	5 ea
H) Tilt Trucks – ½ cubic yard, Rubbermaid, grey color, heavy duty	10 ea
I) Griddles – 36” Vulcan Model # 2261 A9 or approved equal	6 ea
J) Griddles – 48” Vulcan Model # 22632 A9 or approved equal	3 ea
K) Griddles – 60 “ Vulcan Model # 972RX or approved equal	3 ea
L) Work Table – Stainless steel 30” wide x 120” length 14/304 s/s top w/turned down edges, s/s legs w/side & rear cross rails & adj. s/s feet, all welded construction NSF	10 ea
M) Ovens – Gas, Single rack, Baxter Model # OV500G1-EE or approved equal with racks	3 ea
N) Ovens – Gas, Double Stack Convection, Vulcan Model # VC44GD or approved equal with racks	3 ea
O) Ovens – Gas, Double Rack, Baxter Model # OV50062-EE or approved equal with 6 double racks	3 ea
P) Kettles – Gas, 60 Gallon, Stationary, Vulcan Model G 560 E or approved equal	2 ea
Q) Extra heavy duty 11 gauge handle 60” perforated kettle paddles	8 ea
R) Sheet Pans 26” x 18” x 1 ¼”, full size, 12 gauge only	504 ea
S) Auto lift jack, Crown PW 3500 series or approved equal	3 ea
T) Heated Transport Carts – Carter – Hoffman Model PH 1830 or approved equal	25 ea

U) Stainless Steel Platform Truck – 30” x 60”		8 ea
V) Pallet Jacks – 48” forks, 27” wide, 6000 lb. capacity. Steering and load wheels to be non-marking, non-metal wheels to be Wesley American or approved equal		8 ea
W) Steam table pan lids, solid, full size		504 ea
X) Cambro – Model 300 MPC Front loading carrier		120 ea
Y) Heavy duty sheet pan racks 21 ½” W x 26” D x 73” H, All welded aluminum construction, non marking wheels, 3” spacing		15 ea
Z) Steam table pans, 20 gauge, anti – jam, portion control stamped on Pan	6” 4”	504 ea 240 ea
AA) Insulated foam filled trays, Design Specialties		600 ea
AB) Trays, 6 compartment non insulated		2400 ea
AC) Laddles, Stainless steel, straight handle, 60 inch		6 ea
AD) Kettle whips, Stainless steel, straight handle, 60 inch		3 ea
AE) Transport Carts – Heated, Jones Zylon Model # JZHH-144, Part # 820006		6 ea
AF) Egg Washer – 70 Diamond Farmpacker (25,200 eggs per hour) 6 Wide Egg Washer (Single Body) and Dryer, 6 Wide Candler with Spoolbar Drive Section, Peeco Lift Hand Loader		1 ea

*The ownership of the vehicles will be vested to MDOC at the conclusion of the 36 month contract. The vendor will provide free title to these vehicles to MDOC immediately upon expiration of the original 36 month contract term.

**The equipment shall be provided by the vendor with delivery prior to the inception of the contract. All of the equipment shall be provided with unit process with any and/or all equipment being subject to deductive alternatives as deemed necessary by the MDOC. Parts manual and instructions are to be provided for all equipment. The MDOC reserves the right to delete any or all, in part or in total of each item, of the above mentioned equipment.

Equipment to be maintained by the selected contractor is provided in Appendix D to this RFP.

5.2 Food and Related Food Products

5.2.1 As part of this RFP, MDOC is seeking to obtain competitive responses to provide food and related food products (spices, oils, other ingredients, etc.). **This part of**

the Request for Proposal is a deductive alternative and MDOC has the right to accept or reject this part of the proposal.

5.2.2 If a vendor is awarded both services under one contract: (1) food service operation and management as well as (2) the food and related food products, Offerors must understand that the food and related food products portion of the contract may be terminated at any time. The current menus in use are included in Appendix F.

5.2.3 Technical Specifications for Food and Related Food Products

1. The vendor shall be responsible for purchasing all food and related food supplies for the MDOC facilities consisting of MSP at Parchman, MS, CMCF at Pearl, MS, SMCI at Leakesville, MS and seventeen (17) Community Work Centers (CWC) and four (4) Restitution Centers located throughout the State. The food and related food products for the CWCs and Restitution Centers will be delivered to the Central Warehouse and Cold Storage facilities at MSP to be delivered a minimum of every two (2) weeks.
2. Quantities of food and related food products will be sufficient to feed the inmate population a minimum of 2,900 calories per day.
3. Food and related food product specifications will be approved by the MDOC Food Service Director to insure quality products are purchased.
4. The MDOC operates an Ag Enterprise Program, hereinafter called MPAE, which produces food products for inmate consumption. These food products provided by MPAE will be given priority in use by the selected food service contractor. These food products will be priced weekly by MPAE according to the Atlanta vegetable and egg markets. The selected contractor will be invoiced for the value of these products monthly by MPAE and payment must be made within thirty (30) days of receipt of invoice.
5. Products produced by the Mississippi Department of Corrections Ag Enterprises or donated foods from the United States Department of Agriculture will be used when available in place of purchased products.
6. From time to time MDOC will receive surplus/donated foods. These surplus/donated foods may be provided by the U.S. Department of Agriculture or similar sources. The selected contractor will be required to make provisions to use these food products to the fullest extent. These food product costs will be deducted from the selected contractor's weekly invoice.
7. Perishable produce or fruits will be purchased weekly as agreed upon by the vendor and the MDOC Food Service Director.

5.2.4 Termination of Food and Food Products Clause of Contract:

In the event that either party should wish to terminate the food and related food products clause of the contract, written notice shall be given to contractor ninety (90) days prior to the next menu cycle. Termination of the food and food products portion of the contract will have no effect on the operations and management portion of the food services contract.

5.3 Quality Assurance

- 5.3.1 Copies of the selected contractor's product specifications will be available for review and forwarded to the MDOC Food Service Director or designee within 48 hours after requested.
 - 5.3.2 The selected contractor will be expected to provide samples free of charge for testing to ascertain the most acceptable/appropriate products to meet MDOC needs.
 - 5.3.3 Product quality testing will be conducted by the MDOC Food Service Director or designee at the location of his/her choice on an as needed basis or by random sampling according to existing procedures. At the beginning of the proposed contract, the MDOC anticipates the need for a large amount of can-cutting and product testing to decide the quality level of the items to purchase. A select number of MDOC personnel will attend these testing sessions. Throughout the contract, additional testing will be performed at the request of the MDOC Food Service Director or designee.
 - 5.3.4 The MDOC Food Service Director or designee will serve on the selected contractor's purchasing committee to ensure that quality food products are obtained at the best possible price.
 - 5.3.5 Due to the seasonality of produce and fresh fruit, quantities and price will be agreed upon by the selected contractor and the MDOC Food Service Director or designee prior to purchasing from an outside vendor. The selected contractor and MDOC Food Service Director or designee will determine the frequency of pricing for the produce and fresh fruit. The price of the produce and fresh fruit will be billed as a separate line item on the weekly invoice.
 - 5.3.6 All manufacturer's rebates will be paid directly to the MDOC. Audits will be conducted quarterly to insure all rebates are being submitted to the MDOC.
- 5.4 Market Information
- 5.4.1 The MDOC expects the selected contractor to provide the MDOC Food Service Director with market information relating to product condition and quality, pricing trends and new products and, if appropriate, the contractor shall make recommendations on more appropriate products to use.
 - 5.4.2 The MDOC expects the contractor to provide a weekly communication describing produce conditions and availability.
 - 5.4.3 Substitutions and Shortages. All substitutions must be approved by the MDOC Food Service Director or designee. Substitutions must be equal to or better than the contracted items.
- 5.5 Menu Cycle
- 5.5.1 The menu cycle will be six (6) months.
 - 5.5.2 Each quarter the MDOC Food Service Director or designee will hold a menu conference with the selected contractor to discuss possible menu changes for the next menu cycle. Food and related food products contract price negotiations will be held every six months.

5.6 Insurance

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

- 5.6.1 Workers' Compensation and Employees Liability in an amount of not less than One hundred thousand (\$100,000) dollars.
- 5.6.2 Comprehensive General (Public) Liability to include (but not limited to) the following:
 - 1. Premises/Operation
 - 2. Independent Contractors
 - 3. Personal Injury
 - 4. Contractual Liability-Bodily Injury \$1,000,000.00 per occurrence
 - 5. Property damage \$1,000,000.00 per occurrence
 - 6. Fidelity Bond on contractor's employees at \$50,000
- 5.6.3 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.
- 5.6.4 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.

SECTION 6. REQUIRED FORMAT AND CONTENTS OF PROPOSALS

6.1 Proposals Shall Contain Minimum Information

- 6.1.1 Name of offeror, location of offeror's principal place of business, and, if different, the place of performance of the proposed contract
- 6.1.2 The age of offeror's business and the average number of employees over the past ten (10) years;
- 6.1.3 Resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;
- 6.1.4 Listing of five (5) contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least four (4) references for contracts awarded during the past three (3) years.
- 6.1.5 A plan giving as much detail as is practical explaining how the services will be performed; and,
- 6.1.6 An estimate of price.

6.2 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 ten (10) 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.

6.3 Required Proposal Format and Content for MDOC RFP 15-025

- 6.3.1 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.
- 6.3.2 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. **Title Page.** This title page should reflect the Request for Proposal subject, Name of the firm, address, telephone number, contact person and date of preparation. The contact person will be responsible for answering any and all questions regarding the proposal.
 - 2. **Table of Contents.** The Table of Contents must indicate the material included in the proposal by section and page number. An offeror's Table of Contents should mirror this Section 6.3.2 of the MDOC Request for Proposal.
 - 3. **Letter of Transmittal.** Please limit to two pages. 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.
 - 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. **Profile of the Offeror.** Include a narrative profile of the offeror which includes:

- A. Description of the Offeror. The name of the offeror, the principle location of the offeror's place of business and whether the offeror is a local, regional, national, or international firm.
 - B. Ownership and Staffing. A comprehensive list of the names and titles of the members, partners, officers, management, and staff of the offeror's firm. In naming these individuals, include an outline of your corporate structure and identify each individual with an ownership interest.
 - C. Previous Operations. How long the firm has been in business under the name and structure and the average number of employees over the previous ten (10) years. Provide any other names under which the firm has done business and the dates it operated under each name and the locations at which it operated under each name.
 - D. Personnel Assigned to Proposed Contract. Include the number of partners, associates, supervisors, and other staff employed at each location that will be used in servicing the contract with the MDOC and provide a resume or brief biography on each.
 - E. Previous Contracts. A narrative description of five (5) contracts performed in the past ten (10) years by the offeror that required the provision of services similar to those requested in this RFP.
 - F. References. Provide a minimum of four (4) references for contracts performed in the past three (3) years. Provide complete current addresses and telephone numbers for each reference, as well as the name, title, and telephone number of a contact person. The contact person shall be knowledgeable of the contracts and shall be able to answer any questions concerning such contract. Describe the contract, the scope of the contract, the length of the contract and the dollar value of the contract for each reference.
 - G. Employee Benefit Package. Explain your Employee Benefit Package of your company. This would include the pay scale for each level of employee that is requested along with other benefits – i.e. hospital insurance, etc.
5. **Standard Operation Plan.**
- A. 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.
 - B. Explain fully the plan of operation to include, but not limited to, recruitment, in-service training, employee staff retention, preparation, inmate relations, sanitation, transition plan, (facility planning), meal service, contingency plans, relief labor, and any additional equipment or service equipment.
 - C. Provide a contingency plan that states what arrangements will be made for alternative transportation of meals and raw foods if a vehicle, or vehicles, normally used for these purposes break down.
6. **Costs and Guarantees**

The pricing contained in the proposal will allow MDOC to evaluate and determine whether it would be in the best interest of MDOC to include the food and related food products as part of the food operations and management

contract. If MDOC should decide to include the food and related products as part of the contract, negotiations will be conducted between MDOC and the selected contractor to agree upon a final cost per inmate per day. Pricing should be stated as cost per inmate per day based on an inmate population of 9,600 inmates served 3 meals per day, 365 days per year.

- A. In a narrative format, explain the annual budget for operation and management of food services and delivery at the facilities indicated. Provide line item cost category detail as to how the offeror arrived at the cost per inmate per day.
- B. Include a guaranteed cost per inmate per day for the duration of the initial term of the contract. The calculated cost shall include the cost of all services to be provided by the offeror plus all operational cost.
- C. The guaranteed cost shall be based upon a combined institutional inmate capacity as stated in the Contract Analysis Worksheet(s).
- D. The offeror must guarantee a specific management fee for the full term of the contract. The management fee should be based on the actual inmate counts at the Mississippi State Penitentiary, Central Mississippi Correctional Facility, and South Mississippi Correctional Institute. No increase shall be allowed unless Government Regulations result in additional taxes, i.e. Social Security Withholding taxes.
- E. The equipment cost shall be stated as the total cost of the equipment.

7. Minimum Required Documents:

- A. Certified Financial Statements with notes for each of the two most recently completed fiscal years
- B. Resumes of Executive Staff, Operations Manager, District Manager, Assistant District Manager, Primary Site Managers, Production Managers, Dietician
- C. Staffing Pattern to include a schedule showing daily shifts for required personnel at all facilities Saturday through Friday
- D. Listing of Institutional Facilities Experience
- E. Contract Analysis Worksheet Form(s). These worksheets must be completed in accordance with the format as shown in Appendix A, Part 1, Part 2, and Part 3.
- F. Certifications Form, Appendix C.

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 vendor. 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 attend the Pre-Proposal Conference?
 - 2. Did the offeror attend the Tour of Facilities?
 - 3. Did the offeror submit the Letter of Intent to the right person on time?
 - 4. Did the offeror submit Appendix E to this RFP - the Authorization for Release of Information – completed on each individual attending the Tour of Facilities when the Letter of Intent was submitted?
 - 5. Is the proposal package in the format outlined in Section 6.3.2?
 - 6. Was the proposal submitted on time?
 - 7. Does proposal have the Title Page with required information?
 - 8. Does proposal have the Table of Contents with required sections and page numbers?
 - 9. Does proposal have Letter of Transmittal?
 - 10. Does proposal have Profile of the Offeror?
 - 11. Does proposal have Standard Operation Plan?
 - 12. Does proposal have Costs and Guarantees section?
 - 13. Does proposal have the Minimum Required Documents?
- 7.2.2 Offerors will receive **TEN (10) points** if the answer to the questions above is "YES."
- 7.2.3 The offerors whose proposals are in the order above and have the required content will be considered "responsive." If the answer to any of the thirteen (13) 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.
- 7.2.4 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.

7.2.5 A Log of all proposals received 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	10
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. 	35
<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. 	20
<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. 	30
<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. 	35
<ul style="list-style-type: none"> • Cost. The fairness and reasonableness of the offeror’s proposed fees. 	10
Step 3 – Oral Presentation	10
TOTAL MAXIMUM POINTS	150

7.4 Evaluation Step Three

7.4.1 Upon recommendation of the Evaluators, the top two (2) scoring vendors may be required to make an oral presentation of their proposal.

7.4.2 MDOC reserves the right to request “Best and Final Offer” (BAFO) from the top two scoring vendors. Evaluators may recommend “no oral presentation and no BAFO” and make the final recommendation to the MDOC Commissioner. **If there is no oral presentation, the maximum total points would be 140.**

7.4.3 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.

- 7.4.4 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 Mr. Rick McCarty, Deputy Commissioner of Administration & Finance, Mississippi Department of Corrections, 633 North State Street, Jackson, MS 39202 (601) 359-5293 (fax).
- 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 MDOC and identify its attorney. The MDOC shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.
- 7.5.3 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, Page, 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 ventures, employer and employee, or any similar such relationship between the MDOC and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDOC or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDOC and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC; and the MDOC shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

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

8.23 Insurance

Copies of insurance certificates shall be filed with the MDOC Director of Ag Enterprises within ten (10) days of award notice, and before the effective date of the contract. Vendor shall maintain, 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:

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

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 Performance Bond

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

8.25 Legal Action

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

8.26 No Limitation of Liability

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

8.27 Notices

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

For Contractor:

Name, Title, Contractor, Address

For the MDOC:

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

8.28 Oral Statements

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

8.29 Ownership of Documents and Work Papers

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

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

8.30 Paymode

Payments by state agencies using the 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.

8.31 Record Retention and Access to Records

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

8.32 Recovery of Money

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

8.33 Right to Inspect Facility

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

8.34 State Property

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

8.35 Termination for Convenience

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

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

8.36 Termination for Default

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

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

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

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

in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

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

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

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

8.37 Third Party Action Notification

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

8.38 Transparency

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

8.39 Unsatisfactory Work

If at any time during the contract term, the service performed or work done by Contractor is considered by MDOC to create a condition that threatens the health, safety, or welfare

of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by MDOC, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, MDOC shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

8.40 Waiver

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

SECTION 9. APPENDICES

**APPENDIX A
CONTRACT ANALYSIS WORKSHEET
PART 1**

Expressed as cost per inmate per day

POPULATION	MANAGEMENT FEE	OPERATIONS COSTS	TOTAL
6600 – to – 6899			
6900 – to - 7199			
7200 – to – 7499			
7500 – to - 7799			
7800 – to - 8099			
8100 - to - 8399			
8400 – to - 8699			
8700 – to - 8999			
9000 – to - 9299			
9300 – to - 9599			
9600 – to - 9899			
9900 – to - 10199			
10200 – to - 10499			
10500 – to - 10799			
10800 - & - above			

**APPENDIX A
CONTRACT ANALYSIS WORKSHEET
PART 2**

Expressed as cost per inmate per day

POPULATION	JANITORIAL COSTS Including dishwasher supplies & equipment	VEHICLE EXPENSE	MISCELLANEOUS OTHER COSTS	TOTAL OPERATING COSTS
6600 – to – 6899				
6900 – to - 7199				
7200 – to – 7499				
7500 – to - 7799				
7800 – to -8099				
8100 - to - 8399				
8400 – to -8699				
8700 – to -8999				
9000 – to -9299				
9300 – to -9599				
9600 – to - 9899				
9900 – to - 10199				
10200 – to - 10499				
10500 – to - 10799				
10800 - & - above				

APPENDIX A
CONTRACT ANALYSIS WORKSHEET
PART 3
Expressed as cost per Youth Offender per day

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

APPENDIX A
FOOD AND RELATED FOOD PRODUCTS PRICE SHEET
PART 4

	Price
Food and related food products; Stated as cost per inmate per day 9,600 inmates	_____

**APPENDIX B
EQUIPMENT ANALYSIS WORKSHEET
PAGE 1**

Detail of Equipment – Deductive Alternatives

Unit Cost is to be stated as cost per each item. Express total cost as quantity times unit cost.

Quantity	Unit Cost	Total Cost
10 - Refrigerator – Three door reach-in, Victory or Approved equal	_____	_____
3 – Ice Machine – with bin, air cooled, 400 lb. capacity, Hoshizaki or approved equal	_____	_____
1 – Mixer – 60 Quart, Hobart H-600 with attachments or approved equal	_____	_____
5 – Mixer, Table top, 20 Quart with bowl, paddle, hook and HD Whip	_____	_____
1 – Flight Type Dish Machine – STBUW-24 with ventilation system or approved equal	_____	_____
2 – Automatic Slicer – Hobart Model 2712 or approved equal	_____	_____
5 – Manual Slicer – Hobart Model 2612 or approved equal	_____	_____
10 – Tilt Trucks – ½ cubic yard, Rubbermaid, grey color, heavy duty	_____	_____
6 – Griddles – 36” Vulcan Model # 2261 A9 or approved equal	_____	_____
3 - Griddles – 48” Vulcan Model # 22632 A9 or approved equal	_____	_____
3 – Griddles – 60” Vulcan Model # 972RX or Approved equal	_____	_____

**APPENDIX B
EQUIPMENT ANALYSIS WORKSHEET
PAGE 2**

Quantity	Unit Cost	Total Cost
10 – Work Tables – Stainless steel, 30” wide x 96” length 14/304 s/s top w/turned down edges, s/s legs w/side & rear cross rails & adj. s/s feet, all welded construction NSF	_____	_____
3– Ovens – Single rack, Baxter Model # OV500G1-EE or approved equal, with racks	_____	_____
3 - Ovens – Gas, Double Stack Convection, Vulcan Model VC44GD or approved equal, with racks	_____	_____
3 - Ovens – Gas, Double Rack, Baxter Model # OV50062-EE or equal, with 6 double pan racks	_____	_____
2 – Kettles – Gas, 60 Gallon, Stationary, Vulcan Model G 560 E or approved equal	_____	_____
8 – Kettle Paddles - extra heavy duty, 11 gauge 60” handle, perforated	_____	_____
504 – Sheet pans 26” x 18” x 1 ¼” full size, 12 gauge	_____	_____
3 – Auto lift jack, Crown PW 3500 series or approved equal	_____	_____
25 – Heated transport carts – Carter Hoffman Model PH 1830 or approved equal	_____	_____
8 – Stainless steel platform trucks – 30” x 60”	_____	_____
8 – Pallet Jacks – 48” forks, 27” wide, 6000 lb. capacity, Steering and load wheels to be non-marking, non-metal wheels to be Wesley American or approved equal	_____	_____
504 – Steam table pan lids, solid, full size	_____	_____

**APPENDIX B
EQUIPMENT ANALYSIS WORKSHEET
PAGE 3**

120 – Cambro – Model 300 MPC Front loading carrier	_____	_____
15 – Sheet pan racks, heavy duty 21 ½” W x 26” D x 73” H All welded aluminum construction, non marking wheel 3” spacing	_____	_____
504 – Steam table pans, 6”, 20 gauge anti-jam, portion control stamped on each pan	_____	_____
240 – Steam table pans, 4”, 20 gauge anti-jam, portion control stamped on each pan	_____	_____
600 – Insulated foam filled trays – Design Specialties or approved equal	_____	_____
2400 – 6 Compartment non insulated trays	_____	_____
6 – Laddles, Stainless steel, Straight handle 60”	_____	_____
3 – Kettle whips, Stainless steel, Straight handle 60”	_____	_____
6 – Transport carts, Heated, Jones Zylon Model #JZHH-144 or approved equal	_____	_____
1 – Truck – Small sleeper, twin screw tractor, Color is to be white, specs attached	_____	_____
1 – Truck – Bob Truck, high cube with 24 ft. Refer bed, Color is to be white	_____	_____
1 – Trailer – Refrigeration unit, 52 ft. enclosed with refer, capable of transporting frozen, chilled and dry products	_____	_____
1 – Van, Cargo E 250, automatic transmission, color is to be white	_____	_____
1 – Egg Washer, Diamond MOBA	_____	_____

**APPENDIX B
EQUIPMENT ANALYSIS WORKSHEET
PAGE 4**

Quantity	Unit Cost	Total Cost
3 – Ford Econoline 350 high cube vehicle utilimaster cube bed. 14’ long, 7’ 10” wide, 7’ high. Floor is to be ribbed aluminum. Color is to be white.	_____	_____
TOTAL EQUIPMENT	_____	_____

VEHICLE SPECIFICATIONS

A. Truck – Small sleeper, twin screw

Transmission: 9 Speed Automatic
 Cab: Conventional
 Rear Axle Capacity: 40,000 lbs
 Suspension: Air ride
 Accessories: Power Steering, Cruise Control, Air Conditioning, AM/FM Radio
 Exhaust extension to clear trailer

B. Ford Cargo Van E 250

Transmission: Automatic
 Accessories: Power Steering, Power Brakes, Air Conditioning, AM/FM Radio

C. Ford Econoline 350

Transmission: Automatic
 Accessories: Power Steering, Power Brakes, Air Conditioning, AM/FM Radio

APPENDIX C

CERTIFICATIONS

**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.

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

APPENDIX D:

EQUIPMENT TO BE MAINTAINED BY CONTRACTOR

	ASSET NUMBER	SERIAL NUMBER	MAKE
UNIT 29 KITCHEN			
ICE MACHINE	65993	R57225F	HOSHIZAKI
ICE MACHINE	65994	R57221F	HOSHIZAKI
ICE MACHINE		JO8605	HOSHIZAKI
ICE MACHINE		JO8606L	HOSHIZAKI
ICE MACHINE		JO8609 L	HOSHIZAKI
ICE MACHINE		JO8604 L	HOSHIZAKI
OVEN #1		24-1003600	BAXTER
OVEN #2		24-1003872	BAXTER
OVEN #3		24-1003595	BAXTER
OVEN #4		24-1003597	BAXTER
OVEN #5		24-1003873	BAXTER
CHILL BLASTER		9961075	SERVOLIFT
MIXER		31-1201-348	HOBART
MIXER		12583-A-0899	BAXTER
MIXER		53-70092-EED	BERKEL
FOOD WARMER		367545-052003	CH
FOOD WARMER		387579-052003	CH
FOOD WARMER		3654452003	CH
FOOD WARMER		367578-052003	CH
LINE COOLER		P2077451	VICTORY
LINE COOLER		P99499982	VICTORY
LINE COOLER		P9950008	VICTORY
LINE COOLER		P9942980	VICTORY
LINE COOLER		P9950010	VICTORY
GRIDDLE		P9950009	GARLAND
GRIDDLE			GARLAND
GRIDDLE			GARLAND
GRIDDLE			GARLAND
PROOFER BOX		241003743	BAXTER
CAMBRO MACHINE		5599052	ALVEY
COOK TOP STOVE			JAD RANGE
BUFFALO CHOPPER			HOBART
BIG POT #1		59915	GROEN
BIG POT #2		59918	GROEN
POT # 1		58762	GROEN
POT #2		58776	GROEN

POT # 3		56569	GROEN
POT #4		58273	GROEN
TILT SKILLET		20500HCF	GROEN
TILT SKILLET		20485HCF	GROEN
TILT SKILLET		20496HCF	GROEN
DISH MACHINE			STERO
DISH MACHINE			STERO
SHEET PAN RACK			KELMAX
PAN RACK			
DIET TRAY RACK			
MEAT SLICER		56-174-792	HOBART
DAYTON PALLET JACK			DAYTON
DAYTON PALLET JACK			DAYTON
DISH MACHINE	72405	77496-5-11	STERO
HEATED TRANSPORT CART	72416	453197	CH
HEATED TRANSPORT CART	72417	453212	CH
HEATED TRANSPORT CART	72418	453210	CH
HEATED TRANSPORT CART	72419	453207	CH
HEATED TRANSPORT CART	72420	453206	CH
HEATED TRANSPORT CART	72421	453205	CH
HEATED TRANSPORT CART	72422	453202	CH
HEATED TRANSPORT CART	72423	453211	CH
HEATED TRANSPORT CART	72424	453199	CH
HEATED TRANSPORT CART	72425	453198	CH
HEATED TRANSPORT CART	72426	453209	CH
ENCLOSED PAN RACK	72427	J259514-955	
ENCLOSED PAN RACK	72431	J259515-1341	
ENCLOSED PAN RACK	72433	J259515-1339	
ENCLOSED PAN RACK	72435	J259514-1300	
ENCLOSED PAN RACK	72436	J259514-1301	
ENCLOSED PAN RACK	72437	J259513-954	
ENCLOSED PAN RACK	72438	J259513-953	
ENCLOSED PAN RACK	72440	J259515-1338	
GAS RANGE	72442	650064731	VULCAN
GAS RANGE	72443	650064620	VULCAN
GAS RANGE	72444	650064519	VULCAN
ICE MACHINE	72451	A01669F	HOSHIZAKI
MIXER 60 QUART	72453	3114414442	HOBART
ICE MACHINE	72455	A01668F	HOSHIZAKI
ICE MACHINE	72456	A10667F	HOSHIZAKI
AUTOMATIC SLICER	72480	631004267	HOBART

AUTOMATIC SLICER	72481	631004270	HOBART
AUTOMATIC SLICER	72482	631004477	HOBART
AUTOMATIC SLICER	72484	631004507	HOBART
TRUCK BOB TRUCK	72493	3FRNF6FCXBV629233	FORD
TRUCK BOB TRUCK	72499	3FRNF6FC8BV629222	FORD
FORK LIFT NARROW ISLE	73607	A295NO4468J	

CMCF	ASSET NUMBER	SERIAL NUMBER	MAKE
DISH MACHINE		T-775120	STERO
DISH MACHINE		T-775120	STERO
RACK DISH MACHINE		W-9540	ALVEY
CAROUSEL DISH MACHINE		W-9539	ALVEY
ELECTRIC PALLET JACK			
FOOD MIXER	6375		THUNDERBIRD
FOOD MIXER		1-342806	HOBART
FOOD MIXER		11-635-675	HOBART
ROLLER CONVEYER			
TWO DOOR FREEZER	58459		TAULSEN
TILT SKILLET		27-1037740	VULCAN
TILT SKILLET		27-1037741	VULCAN
TILT SKILLET		27	VULCAN
TILT SKILLET		27-1037739	VULCAN
TILT SKILLET		27-1037558	VULCAN
TILT SKILLET			VULCAN
STEAM KETTLE			KDL
STEAM KETTLE		7156-3	
ICE MACHINE			HOSHIZAKI
ICE MACHINE			HOSHIZAKI
MEAT SLICER		56-057-780	HOBART
MEAT SLICER		561249-774	HOBART
STOVE			VULCAN
STEAMER		WC-31529-95-01	CLEVELAND
REVOLVING OVEN		057302-EE17	BAXTER
REVOLVING OVEN		241044665	BAXTER
REVOLVING OVEN		2410440667	BAXTER
ROBOT COUPE		86075016	ROBOT COUPE

TABLE CHOPPER		1095-10H	WARING
CONVECTION OVEN		05M09102	SOUTH BEND
CONVECTION OVEN		06F21662	SOUTH BEND
PROOFERS		7268	BAKERS
PROOFERS		7269	BAKERS
PROOFERS		7805	BAKERS
PROOFERS		7303	BAKERS
GRIDDLE			VULCAN
AUTO HAND WASHER			CLEAN TECH
ICE MACHINE		514227B	HOSHIZAKI
60 QT MIXER		31392-100	HOBART
60 QT MIXER			HOBART
4 HOLE STEAM TABLE			
CUTTER MIXER		56-1249-263	HOBART
GAS TILT SKILLET		WT736807C06	CLEVELAND
GAS TILT SKILLET		WT736807C07	CLEVELAND
GAS TILT SKILLET		WT736807C08	CLEVELAND
GAS TILT SKILLET		WT736807C03	CLEVELAND
BENDI FORKLIFT		B50148-705C-94738	B 40 CARTER
HEATER CABINETS		367556	HAUFFMAN CARTER
HEATER CABINETS		367567	HAUFFMAN CARTER
HEATER CABINETS		367542	HAUFFMAN CARTER
HEATER CABINETS		367541	HAUFFMAN CARTER
HEATER CABINETS		367586	HAUFFMAN CARTER
HEATER CABINETS		367556	HAUFFMAN
DAYTON PALLET JACKS			DAYTON
DAYTON PALLET JACKS			DAYTON
DAYTON PALLET JACKS			DAYTON
FORD F 350 BOB TRUCK		1FDWE35L07DA7896	FORD
FORD ECONOLINE 350		1FDWE3FL3BDB10076	FORD
HEATED TRANSPORT CART	72407	453201	CH
HEATED TRANSPORT CART	72408	453200	CH
HEATED TRANSPORT CART	72409	453196	CH

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ENCLOSED PAN RACK	72428	J259513-1302	
ENCLOSED PAN RACK	72429	J259515-1342	
ENCLOSED PAN RACK	72430	J259514-1303	
ENCLOSED PAN RACK	72434	J259513-957	
ENCLOSED PAN RACK	72439	J259513-956	
ICE MACHINE	72450	A01610F	HOSHIZAKI
FLOOR SCRUBBING MACHINE	72458	24211111	WRANGLER
MANUAL SLICER	72477	631004678	HOBART
AUTOMATIC SLICER	72483	631004506	HOBART
DISH MACHINE	72703	77497-5-11	STERO
MIXER 80 QUART	72962	311441367	HOBART
FORK LIFT NARROW ISLE	72963	A295NO44671	

SMCI	ASSET NUMBER	SERIAL NUMBER	MAKE
TRUCK	64261	1FDWE37L5XHB89166	FD
FOOD WARMER	67330	23426580200-35H01	CH
MACHINE FOOD SLICER	67330	561-049-086	HOBART
MACHINE FOOD SLICER	67331	561-177-406	HOBART
MEAT GRINDER	67332	56-668-150	HOBART
FOOD PROCESSOR	67333	R60T5-0117	RCI
FOOD PROCESSOR	67334	059606H	WRP
FOOD PROCESSOR	67335	059607H	WRP
MACHINE FOOD SLICER	67336	561-057-784	HOBART
MACHINE FOOD SLICER	67337	141663	OLM
ICE MACHINE	67338	F03727F	HOSHIZAKI
ICE MACHINE	67339	F03729F	HOSHIZAKI
STEAMER CONVECTION	67340	WC34625-96E-01	CLEVELAND
GAS STOVE	67341	481130128UT	VULCAN
FOOD MIXER	67343	31-1084-388	HOBART
FOOD MIXER	67344	31-1082-070	HOBART
OVEN	67345	E69052133240CLR	
OVEN	67346	E69052134241 CLR	BPO
OVEN	67347	E69052135242 CLR	BPO
OVEN	67348	E69052132239CLR	BPO
OVEN	67349	E69052131238CLR	BPO
JACKETED STEAM KETTLE	67354	WT6951-96E-01	CLEVELAND
JACKETED STEAM KETTLE	67355	WT6951-96E-02	CLEVELAND
JACKETED STEAM KETTLE	67356	WT6951-96E-04	CLEVELAND
JACKETED STEAM KETTLE	67357	WT6951-96E-03	CLEVELAND
TILT SKILLET	67358	UT5250527-1045298	VULCAN

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TILT SKILLET	67359	UT5250527-1045297	VULCAN
TILT SKILLET	67360	UT5250527-1045299	VULCAN
JACKETED STEAM KETTLE	67361	7244	CLEVELAND
JACKETED STEAM KETTLE	67362	7245-2	CLEVELAND
JACKETED STEAM KETTLE	67363	7245-1	CLEVELAND
STEAM TABLE	67364		CH
STEAM TABLE	67365		CH
FOOD WARMER	67366	234274-80200-2063	CH
FOOD WARMER	67367	234285802002063.00	CH
FOOD WARMER	67368	657566-052003	CH
TRUCK CARRY ALL	69094	1FDWE35L12HB59061	FD
F 350 BOB TRUCK		1FDWE35L370A56335	FD
PALLET JACKS			DAYTON
PALLET JACKS			DAYTON
HEATER CABINET		367486	
HEATER CABINET			
GAS TILT SKILLET		WT7368097C-02	CLEVELAND
GAS TILT SKILLET		WT7368097C-03	CLEVELAND
GAS TILT SKILLET		WT7368097C-04	CLEVELAND
DISH MACHINE	67893	77498-6-11	
FOOD MIXER – 60 QT	67958	311441443	HOBART
CUTTER MIXER	67959	311438091	HOBART
FORKLIFT	67965	A295NO4469J	
FORD ECONOLINE 350	72343	1FDWE34L1BU10075	FORD
HEATED TRANSPORT CART	72406	453204	CH
HEATED TRANSPORT CART	72410	453208	CH
HEATED TRANSPORT CART	72411	453213	CH
HEATED TRANSPORT CART	72412	453203	CH
HEATED TRANSPORT CART	72413	453216	CH
HEATED TRANSPORT CART	72414	453214	CH
HEATED TRANSPORT CART	72415	453215	CH
FOOD MIXER – 80 QT	72454	311441322	
MACHINE FOOD SLICER	72468	631004596	HOBART
MACHINE FOOD SLICER	72469	631004642	HOBART
FLOOR SCRUBBING MACHINE	72457	24211211	WRANGLER
ENCLOSED PAN RACK	72432	J259515-1340	
ENCLOSED PAN RACK	72441	J259514-1304	

UNIT 32	ASSET NUMBER	SERIAL NUMBER	MAKE
FOOD MIXER	22366	11-131-239	HOM
TRAILER TANDEM VAN	35913	1H5R04527FM018001	FTC
PORTABLE SCALES	47955	9010-356	DET
ALL PURPOSE RACK	48322		OLI

ALL PURPOSE RACK	48325		OLI
FOOD MIXER	48332		HOM
FOOD MIXER	48414	11426704	HOM
CONVEYOR ROLLER	48468		UKN
GRIDDLE	49213	6241046	ST4
SEMI TRAILER	51002	1DTV61222RA223938	DRY
SEMI TRAILER	56806	1UYVS2488RM193601	UTR
FOOD MIXER	56827	2970521	UVX
TRUCK	56	1FTFS24Y8PHB99746	FD
TRUCK	56892	4V1VDBRF9RN670872	VO
POT WASHER	57347	1732	NO
FOOD SLICER	57348	75104970060	UVL
STORAGE CABINET	57394		EAG
ELECTRIC JACK	60090	2CL03063	CATP
FOOD SLICER	60094	592090	GSM
FLOOR MACHINE	60849	993048	HKP
COMMERCIAL STOVE	61216	481334324	VULVCAN
FLOOR BUFFER	61281	4756	GF6
TRUCK	64256	3FDN65A9YMA02021	FD
TRUCK	64259	3FDN65A8YMA02026	FD
TRUCK	64260	3FDNF65A4YMA02024	FD
FOOD WARMER	64292	6272	CH
FOOD WARMER	64294	6250	CH
FOOD WARMER	64298	6264	CH
FOOD WARMER	64301	6269	CH
TRUCK	64305	1XKDDU9X5YJ840816	KWORTH
UTILITY TRAILER	64306	1UYVS2482YM198002	UTL
UTILITY TRAILER	64307	1UYVS2480YM198001	UTL
FOOD SLICER	64992	WH30NS	BKB
HYDRAULIC LIFT	65989	00405009M	TGE
HYDRAULIC LIFT	65990	00404724M	TGE
CONVEYOR ROLLER	65991		PLASTICON
FOOD SLICER	69044	9610111113491	BKB
ICE MACHINE		27870	
OVEN			
TILT SKILLET			
TILT SKILLET			

TILT SKILLET		
TILT SKILLET		
TILT SKILLET		
GAS STOVE		
FOOD SLICER	561-177-410	HOBART
FOOD SLICER	9610-11111-3491	BERKEL
STEAM KETTLE		GROEN
STEAM KETTLE		
3 DOOR COOLER	B0743841	VICTORY
3 DOOR COOLER	B0277287	VICTORY
ICE MACHINE		HOSHIZAKI
MEAT SLICER	561252-000	HOBART
MEAT SLICER	56-1177-397	HOBART
MEAT SLICER	56-1251-793	HOBART
STEAM TABLE 4 HOLE	4072252	
GRIDDLE 72"	100087	GARLAND
GRIDDLE 72"	100088	GARLAND
TILT SKILLET	WT736901001	CLEVELAND
CAROUSEL DISH MACHINE	3108.1	ALVEY
HEATER CABINETS	411382	CARTER HFF
HEATER CABINETS	411394	CARTER HFF
PALLET JACK		DAYTON
PALLET JACK		DAYTON
6 BURNER GAS RANGE	260L563	VULCAN
6 BURNER GAS RANGE	260LSEFBB2	VULCAN
TRACTOR	1XPHD49X38D754852	PETERBUILT
F 650 TRUCK	3FRNF65R47V544066	FORD
F 650 TRUCK	3FRNF65R27V544065	FORD
53 FOOT REFRIGERATOR UNIT	1UYVS25328M35480	UTY

UNIT 30 KITCHEN	ASSET NUMBER	SERIAL NUMBER	MAKE
20 QT TABLE TOP MIXER MIXER			
72" GARLAND GRIDDLE			
48" GRIDDLE			
ELECTRIC TILT SKILLET			
FOOD WARMER CABINET			
DOUBLE STACK CONVECTION OVEN			
DOUBLE STACK CONVECTION OVEN			
DOUBLE STACK CONVECTION OVEN			
ELECTRIC STEAM KETTLE			
ELECTRIC STEAM KETTLE			
ICE MACHINE			
ICE MACHINE			

APPENDIX E:

COMPLETE ALL INFORMATION

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

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

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

PRIVACY ACT NOTICE

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

APPENDIX F

Mississippi Department of Corrections
3rd & 4th Quarter 2014
Cycle 1

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Oatmeal 8 oz Eggs Scramble 4 oz Chix Sausage 1 ea Biscuit 1 ea Jelly 1oz Sugar 2ea Coffee 10oz Milk 8oz Margarine 2T	Grits 8 oz Eggs 4 oz Potatoes 4 oz Biscuit 1ea Jelly 1oz Sugar 2ea Coffee 10oz Milk 8oz Margarine 2T	Cereal 8 oz Potatoes 4 oz Sausage Gravy 4 oz Biscuit 1ea Sugar 2ea Coffee 10oz Milk 8oz Margarine 1T	Cheese Grits 8 oz Sausage Patty 1ea Pancakes 3ea Syrup 2oz Sugar 2ea Coffee 10oz Milk 8oz Margarine 2T	Oatmeal 8 oz Eggs 4 oz Sausage Patty 1 ea Biscuit 1ea Jelly 1oz Sugar 2ea Coffee 10oz Milk 8oz Margarine 2T	Cereal 8 oz Sausage Gravy 4 oz Potatoes 4 oz Biscuit 1 ea Sugar 2ea Coffee 10oz Milk 8oz Margarine 1T	Oatmeal 8 oz Eggs 4 oz T-Ham 2oz Biscuit 1 ea Jelly 1oz Sugar 2ea Coffee 10oz Milk 8oz Margarine 2T
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
Corn dogs 1ea Baked beans 4 oz Au Gratin Potatoes 4 oz Coleslaw 4oz Cookie 1 ea Mustard 1 T Punch 10oz	T-Ham 2/2oz Gravy 2 oz Rice 4 oz Green Peas 4 oz Sliced Bread 2 ea Gelatin 4 oz Mustard 1 T Garnish 1 ea Punch 10 oz	Beef Mac & Cheese 8 oz Coleslaw 4 oz Black-Eye Peas 4 oz Cornbread 1 ea Cookie 1 ea Punch 10oz	Chicken Nugget 6 ea Gravy 2 oz Mashed Potatoes 4 oz Carrots 4 oz Dinner Roll 1 ea Gelatin 4 oz Ketchup 1 T Punch 10 oz	Hot Dog 2 ea Mac & Cheese 4 oz Farm Veg 8 oz Sliced Bread 2 ea Mustard 1 T Gelatin 4 oz Punch 10 oz	BBQ Pork 4 oz Baked Beans 8 oz Coleslaw 4 oz Dinner Roll 1 ea Mixed Fruit 4 oz Punch 10 oz	Grilled Chicken 3.2 oz BBQ Sauce 1 oz Sweet potatoes 4 oz Farm Veg 8 oz Dinner Roll 1 ea Cookie 1 ea Punch 10oz
Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
Salisbury Steak 3.2oz Gravy 2 oz Mashed Potatoes 8 oz Green beans 4 oz Dinner roll 1 ea Cake 1 ea Tea 10oz	Brd Beef Patty 3.2oz Gravy 2 oz Corn 4 oz Green Beans 4 oz Dinner Roll 1 ea Pudding 4 oz Tea 10oz	Chicken Chili w/Beans 8 oz Rice 4 oz Cabbage 4oz Cornbread 1ea Cake 1 ea Tea 10oz	Pizza Pocket 1 ea Spaghetti & Sauce 4oz Farm Vegetables 8 oz Peach Cobbler 4oz Tea 10oz	Beef Patty 3.2oz Gravy 2 oz Rice 4 oz Farm Vegetable 8 oz Cornbread 1ea Cake 1ea Tea 10oz	Chicken Patty 1ea Gravy 2 oz Mashed Potatoes 8 oz Green Beans 4 oz Dinner Roll 1ea Cake 1ea Tea 10oz	Fish 4oz Au Gratin 4 oz Potatoes 8oz Farm Veg 1 T Ketchup 1ea Corn Bread 1ea Pudding 4 oz Tea 10oz

Pork Items are denoted in **BOLD**

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

MDOC Deputy Commissioner _____ DATE: _____

MDOC Food Service Director _____ DATE: _____

Dietitian's Approval: _____ DATE: _____

Mississippi Department of Corrections, RFP 15-025

Mississippi Department of Corrections
3rd & 4th Quarter 2014
Cycle 2

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Grits 8 oz Eggs 4 oz Sausage Patty 1 ea Biscuit 1 ea Jelly 1oz Sugar 2ea Coffee 10oz Milk 8oz Margarine 2 T	Oatmeal 8 oz Eggs 4 oz Sausage Patty 1 ea Biscuit 1 ea Jelly 1 oz Sugar 2 ea Coffee 10oz Milk 8 oz Margarine 2 T	Cereal 8 oz Potatoes 4 oz Turkey Ham 2oz Biscuit 1 ea Jelly 1 oz Coffee 10oz Sugar 2 ea Milk 8oz Margarine 2 T	Grits 8 oz Eggs 4 oz Sausage Gravy 4 oz Biscuit 1 ea Sugar 2 ea Coffee 10 oz Milk 8 oz Margarine 2 T	Oatmeal 8 oz Eggs 4 oz Sausage Link 1 oz Biscuit 1 ea Jelly 1 oz Sugar 2 ea Coffee 10 oz Milk 8 oz Margarine 2 T	Cereal 8 oz Potatoes 4 oz Sausage gravy 4 oz Biscuit 1 ea Sugar 2ea Coffee 10oz Milk 8oz Margarine 1T	Oatmeal 8 oz Sausage Patty 1 oz Potatoes 4 oz Biscuit 1 ea Jelly 1oz Sugar 2 ea Coffee 10 oz Milk 8 oz Margarine 2 T
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
PBJ Sandwich 4 oz Sliced Bread 4 ea Mac & Cheese 4 oz Sliced Apples 4 oz Cookie 1ea Punch 10 oz	Roast Beef 4 oz Gravy 2 oz Dinner Roll 1 ea Mashed Potatoes 4 oz Green Peas 4 oz Fruit 4 oz Punch 10 oz	Beef Patty 3.2oz Tater Tots 4 oz Sliced Bread 2 ea Green Peas 4oz Mayonnaise 1 T Ketchup 1 T Garnish 1 ea Cookie 1 ea Punch 10oz	Meat Balls 6 ea Gravy 2 oz Rice 4 oz Greens 8 oz Corn Bread 1 ea Cookie 1 ea Punch 10 oz	Fajita Chicken 3oz Flour Tortilla 1ea Mexican Rice 4 oz Corn 4 oz Fruit 4 oz Fajita Sauce 1 oz Punch 10oz	Bologna 2/2oz Green Beans 4 oz Sweet Potatoes 4 oz Dinner Roll 1 ea Garnish 1 ea Cookie 1 ea Mustard 1 T Punch 10 oz	Sausage w/onions & peppers 4 oz Rice 4 oz Mixed Veggies 4 oz Dinner Roll 1 ea Gelatin 4oz Punch 10oz
Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
Brd Beef Patty 3.2oz Gravy 2 oz Rice 4 oz Green beans 4 oz Dinner Roll 1ea Cake 1ea Tea 10oz	Salisbury Steak 3.2oz Gravy 2 oz Rice 4 oz Greens 4 oz Corn bread 1 ea Brownie 1 ea Tea 10 oz	Chili Mac 8oz Green Beans 4 oz Carrots 4 oz Rolls 1 ea Cake 1 ea Tea 10 oz	Brd Chix Patty 3.2oz Spaghetti & Sauce 8 oz Mixed Vegetable 4 oz Dinner Roll 1 ea Apple Crisp 4 oz Tea 10 oz	Cheese Grits 8 oz Sausage Patty 1 oz Pancakes 3 ea Syrup 2 oz Sugar 2 ea Coffee 10 oz Milk 8 oz Margarine 2 T	BBQ chicken 1ea Baked Beans 4 oz Greens 4 oz Corn 4 oz Corn Bread 1ea Cake 1 ea Tea 10oz	Breaded Fish 4oz Mac & Cheese 4 oz Green Peas 8 oz Dinner Roll 1ea Ketchup 1 T Cake 1ea Tea 10oz

Pork Items are denoted in BOLD

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

MDOC Deputy Commissioner _____ DATE: _____

MDOC Food Service Director _____ DATE: _____

Dietitian's Approval: _____ DATE: _____

Mississippi Department of Corrections
3rd & 4th Quarter 2014
Cycle 3

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Grits 8 oz	Oatmeal 8 oz	Cereal 8 oz	Oatmeal 8 oz	Cereal 8 oz	Grits 8 oz	Oatmeal 8 oz
Eggs 4 oz	Beef Fingers 3 ea	Potatoes 4 oz	Eggs 4 oz	Eggs 4 oz	Sausage Link 1 ea	Eggs 4 oz
Sausage Patty 1 ea	Gravy 4 oz	Sausage Gravy 4 oz	Pancakes 3 ea	Sausage Patty 1 ea	Potatoes 4 oz	Sausage Gravy 4 oz
Biscuit 1 ea	Biscuit 1 ea	Biscuit 1 ea	Sugar 2 ea	Biscuit 1 ea	Biscuit 1 ea	Biscuit 1 ea
Jelly 1 oz	Coffee 10 oz	Coffee 10 oz	Syrup 2 oz	Jelly 1 oz	Jelly 1 oz	Sugar 2 ea
Sugar 2 ea	Sugar 2 ea	Sugar 2 ea	Coffee 10oz	Coffee 10 oz	Sugar 2 ea	Coffee 10oz
Coffee 10 oz	Milk 8 oz	Milk 8 oz	Milk 8 oz	Sugar 2 ea	Coffee 10oz	Milk 8 oz
Milk 8 oz	Margarine 2 T	Margarine 1 T	Margarine 2 T	Milk 8 oz	Milk 8 oz	Margarine 2 T
Margarine 2 T				Margarine 1 T	Margarine 2 T	
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
Salami 2/2oz	Hot Dog 2 ea	Brd Beef Patty 3.2oz	Tuna Salad 4 oz	Corn Dog 1ea	Turkey Ham 2/2oz	Chili w/beans 8 oz
Corn 8 oz	Baked Beans 8 oz	Gravy 2 oz	Carrots 4 oz	Baked Beans 4oz	Coleslaw 4 oz	Rice 4 oz
Potato Salad 4 oz	Potato Salad 4 oz	Mashed 4 oz	Green Peas 4 oz	Mac & Cheese 4oz	Peas & Corn 4 oz	Carrots 4 oz
Dinner Roll 1 ea	Sliced Bread 2 ea	Potatoes 4 oz	Dinner Roll 1 ea	Salad w/ Dressing 4oz	Dinner Roll 1 ea	Corn Bread 1 ea
Mustard 1 T	Fruit 4 oz	Greens 4 oz	Cookie 1 ea	Cookie 1 ea	Mustard 1 T	Gelatin 4 oz
Cookie 1 ea	Mustard 1 T	Cornbread 1ea	Punch 10oz	Mustard 1 T	Cookie 1 ea	Punch 10oz
Punch 10oz	Punch 10 oz	Gelatin 4oz		Punch 10oz	Punch 10oz	
		Punch 10oz				
Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
Chicken Stew 8oz	Meatballs 6 ea	Crmy Chicken 8 oz	Beef Stew 8 oz	Beef Fingers 5 ea	Chicken & 8 oz	Fish 4 oz
Greens 4 oz	Spaghetti 8 oz	Casserole 4 oz	Cabbage 4 oz	Gravy 2 oz	Dumplings 4 oz	Au Gratin 8 oz
Rice 4 oz	w/Sauce 4 oz	Green Beans 4 oz	Rice 4 oz	Mashed Potatoes 4 oz	Lima Beans 4 oz	Potatoes 4 oz
Cornbread 1 ea	Salad w/Dress 4 oz	Carrots 4 oz	Corn Bread 1 ea	Mixed Vegetable 4 oz	Sweet Potatoes 4 oz	Greens 4 oz
Cake 1ea	Green Beans 4 oz	Dinner Roll 1ea	Cake 1ea	Corn bread 1 ea	Cornbread 1 ea	Cornbread 1 ea
Tea 10oz	Garlic Roll 1 ea	Pudding 4 oz	Tea 10oz	Brownie 1 ea	Cake 1 ea	Tartar sauce 1 T
	Brownie 1 ea	Tea 10oz		Tea 10oz	Tea 10oz	Cake 1 ea
	Tea 10 oz					Tea 10oz

Pork items are denoted in **BOLD**

Substitutions can be made upon approval by the Food Service Director

MDOC Deputy Commissioner _____ DATE: _____

MDOC Food Service Director _____ DATE: _____

Dietitian's Approval: _____ DATE: _____

Mississippi Department of Corrections
3rd & 4th Quarter 2014
Cycle 4

Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Grits 8 oz Eggs 4 oz Potatoes 4 oz Biscuit 1 ea Jelly 1 oz Sugar 2 ea Coffee 10oz Milk 8 oz Margarine 2 T	Cereal 8 oz Potatoes 4 oz Biscuit 1 ea Sausage Gravy 4 oz Sugar 2 ea Coffee 10oz Milk 8 oz Margarine 2 T	Grits 8 oz Eggs 4 oz Sausage Patty 1 ea Flour Tortilla 1 ea Sugar 2 ea Coffee 10oz Milk 8oz Margarine 2 T	Oatmeal 8 oz Eggs 4 oz Steak for Biscuit 1 ea Biscuit 1 ea Jelly 1 oz Coffee 10oz Sugar 2 ea Milk 8 oz Margarine 2 T	Grits 8 oz Sausage Patty 1 ea Pancakes 3 ea Syrup 2 oz Sugar 2 ea Coffee 10oz Milk 8 oz Margarine 2 T	Oatmeal 8 oz Breakfast 8 oz Casserole 1 ea Biscuit 1 oz Jelly 2 ea Sugar 10oz Coffee 8 oz Milk 8 oz Margarine 1 T	Grits 8 oz Sausage Gravy 4 oz Potatoes 4 oz Biscuit 1 ea Sugar 2 ea Coffee 10oz Milk 8 oz Margarine 2 T
Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
BBQ Pork 4 oz Greens 4 oz Pinto Beans 4 oz Dinner Roll 1 ea Fruited Gelatin 4 oz Punch 10 oz	Meat Loaf 3.2 oz Rice 4 oz Black-eyed Peas 4 oz Gravy 2 oz Cookie 1 ea Corn Bread 1 ea Punch 10oz	Chicken Salad 4 oz Sweet Potatoes 4 oz Farm Veggies 4 oz Dinner Roll 1 ea Gelatin 4 oz Punch 10oz	Beef Fingers 5 ea Mashed Potatoes 4 oz Peas&Carrots 4 oz Gravy 2 oz Dinner Roll 1 ea Cookie 1 ea Ketchup 1 T Punch 10 oz	Beef patty 3.2oz Baked beans 4 oz Potato Salad 4 oz Dinner Roll 1 ea Garnish 1 ea Gelatin 4 oz Mayonnaise 1 T Punch 10oz	Hot Pocket 1ea Mac Salad 4 oz Peas & Carrots 4 oz Baked Beans 4 oz Cookie 1 ea Punch 10oz	BBQ Beef 4 oz Corn 4 oz Coleslaw 4 oz Dinner Roll 1 ea Fruit 4 oz Punch 10oz
Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
Cheesy Mac 8 oz Green Beans 4 oz Corn 4 oz Garlic Roll 1ea Apple cobbler 4 oz Tea 10oz	Brd Chicken 3.2 oz Patty 2 oz Chicken Gravy 4 oz Mashed potatoes 4 oz Peas&Carrots 4 oz Dinner Roll 1ea Cake 1 ea Tea 10oz	Beef Tips w/Gravy 4 oz Rice 4 oz Greens 8 oz Cornbread 1ea Brownie 1ea Tea 10oz	Beef Stroganoff 8 oz Corn 4 oz Green Beans 4 oz Cornbread 1 ea Cake 1 ea Tea 10 oz	Chicken Rotel 8 oz Corn 4 oz Greens 8 oz Garlic Roll 1 ea Cake 1 ea Tea 10 oz	Baked chicken 1ea Gravy 2 oz Mashed potatoes 4 oz Green Beans 4 oz Cornbread 1 ea Pudding 4 oz Tea 10oz	Fish 4oz Mac & Cheese 4 oz Greens 8 oz Cornbread 1 ea Ketchup 1 T Cake 1 ea Tea 10oz

Pork items are denoted in **BOLD**

Substitutions can be made upon approval by the Food Service Director

MDOC Deputy Commissioner _____ DATE: _____

MDOC Food Service Director _____ DATE: _____

Dietitian's Approval: _____ DATE: _____