



HENRY COUNTY SHERIFF'S OFFICE
Sheriff Reginald B. Scandrett

120 Henry Parkway, McDonough, Georgia 30253
 Phone: (770) 288-7038 Fax: (770) 288-7119
 Website: henrycountysheriffga.gov

REQUEST FOR PROPOSAL

Sealed Envelope shall be marked with the following information:

RFP NO. 25-01

**TO PROVIDE AN INMATE COMMISSARY SERVICES PROGRAM
 AT THE HENRY COUNTY JAIL AND RESTORATIVE CENTER**

Due Date and Time: Friday, May 2, 2025, 4:00 p.m.

SCHEDULE OF EVENTS
RFP No. 25-01

<p>A Non-Mandatory Pre-Proposal Conference and site visit has been scheduled on April 17, 2025, in the Jail Lobby at the Henry County Sheriff's Office at 120 Henry Parkway, McDonough, Georgia 30253. Attendance at the Pre-Proposal Conference is voluntary for Proposers responding to this proposal; however, Proposers are encouraged to attend.</p>	<p align="center">Thursday APRIL 17, 2025 1:00 P.M.</p>
<p>Deadline for requests for clarifications and questions. Any possible exceptions to the bid specifications and/or terms and conditions should be addressed during this phase. These requests will be answered in an addendum and must be submitted by emailed to: cdbrown@co.henry.ga.us</p>	<p align="center">FRIDAY APRIL 25, 2025 4:00 p.m.</p>
<p>*Deadline for first addendum, if required, will be posted on the Henry County Sheriff's Office website: henrycountysheriffga.gov</p>	<p align="center">Friday April 25, 2025 4:00 p.m.</p>
<p>Sealed proposals will be accepted until the due date and time. Any late submittals received will not be considered. Submittals may be delivered by mail, common carrier, or in person to Henry County Sheriff's Office, Attention: Chandra D. Brown, 120 Henry Parkway, McDonough, Georgia 30253.</p>	<p align="center">Friday May 2, 2025 4:00 p.m.</p>

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD

COMPANY NAME:		DATE
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	AUTHORIZED SIGNATURE:	

*The posting of additional addenda may be required and it is the responsibility of the Proposer to ensure that they review the Henry County Sheriff's website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Henry County Sheriff's Office.

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SECTION I - GENERAL OVERVIEW

A. BACKGROUND

The following information is provided as a general guideline only. The Henry County Sheriff's Office (HCSO) requests proposals from qualified individuals and firms with experience in establishing and maintaining an inmate commissary services program at the Henry County Jail and Annex (HCJ).

The successful responder shall provide a fully operational, secure and reliable commissary services program to provide certain products to inmates at the HCJ. Responders are encouraged to be creative and resourceful in proposing their most cost effective and efficient program. The HCSO desires Proposer's response on the forms included in this RFP.

The HCJ is a midsize urban pre-trial jail that currently holds all classifications of male and female adult inmates serving two (2) years or less. The jail has a 877-inmate bed capacity. Typically, the population is 83 percent male and 17 percent female. The average daily population for calendar year 2024 was 833. The daily admissions average 27 persons with approximately 9,928 releases per year.

The HCSO intends to award a contract to procure an Inmate Commissary Services Program for HCJ the next four (4) years, subject to the Sheriff's Office's right to unilaterally terminate the Contract within sixty (60) days upon written notice, at will, and at the sole convenience of the HCSO. The HCSO seeks cost proposals separated for each year of the Contract and not as a lump compensation for the entire four (4) year term. The first year of service shall commence on Tuesday, July 1, 2025 at 12.00a.m. The Contract shall automatically renew for three (3) additional consecutive yearly periods, terminating on June 30, 2029, subject to the HCSO's right to terminate at the end of each calendar year pursuant to the Official Code of Georgia Annotated § 36-60-13, or as otherwise provided in the Contract..

B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

1. Proposal Submission

- a. These instructions will bind proposers to terms and conditions herein set forth, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.
- b. Proposals may be submitted by mail, common carrier or delivered in person. **Fax or electronic proposals are not acceptable.** It shall be the duty of each proposer to ensure that their proposal is delivered within the time and at the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival to the HSCO. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered. If a late proposal is received via carrier, it will be marked "late proposal" and will not be opened. If a late proposal is hand delivered, it will be returned unopened to the presenter.
- c. At the date and time specified for the opening of the proposal, the proposal shall be publicly open and read aloud for the information of proposers and others present.
- d. The proposal must be submitted **in a sealed envelope/parcel** on or before the date and time stated in this document and is to be mailed or delivered to:

Henry County Sheriff's Office
Attention: Chandra D. Brown, Director of Legal Affairs
120 Henry Parkway
McDonough, Georgia 30253
RFP #25-01
To Provide an
Inmate Commissary Services Program
at the Henry County Jail and Restorative Center

- e. The Submittal Checklist must be reviewed, and the **Proposer is to comply with the order of the submittal of documents.** This document along with the cover page (page 1) is to be included with the proposal.
- f. The following items are to be submitted:
 - One (1) bound clearly marked “Original,” of the proposal documents
 - **Seven (7) bound complete copies identical to the original proposal documents, and**
 - **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the RFP number and proposer’s name.**
 - **One (1) original “Cost Proposal.” *The Cost Proposal is to be submitted in a separate sealed envelope and marked “Cost Proposal.”***
- g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.
- h. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets submitted.
- i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any proposer to examine any form, instrument or document shall in no way relieve any proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions and requirements of the proposal.
- j. Individual contractors shall provide their Social Security number and proprietorships, partnerships and corporations shall provide their Federal Employer Identification number on page one of this proposal documents and provide a completed W9 form to be submitted with the proposal.
- k. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Cost Proposal Form is in accordance with the conditions, terms and specifications of the proposal and that any exception taken thereto may disqualify the proposal.
- l. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential”, “Proprietary”, or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

2. Preparation of Proposals

- a. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification in any way after the deadline for the proposal opening.
- b. Unit price must be shown on the Proposal Cost Submittal Form in this document. All proposals should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.
- c. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- d. All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.
- e. Full identification of each item proposal upon, including brand name, model, catalog number, etc., must be furnished to identify exactly what the proposer is offering. Whenever an article or

material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective proposers are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the proposal for further consideration. Final determination of equivalency will be determined by Henry County.

3. Clarification and Communication to HCSO Concerning Proposal

- a. From time to time, the HCSO may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, Addenda. **It is the responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the Henry County Sheriff’s Office website: henrycountysheriffga.gov**

All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda, even after the proposal opening, shall result in a non-responsive proposal.

- b. The successful firm’s proposal and all addenda will become a part of the agreement resulting from this document.
- c. Proposers seeking an award of a HCSO contract **shall not** initiate or continue any verbal or written communication regarding a solicitation with any HCSO officer, elected official, employee or other HCSO representative without permission of the Selection Committee between the date of the issuance of the solicitation and the date of the final contract award by the HCSO. Violations will be reviewed by the Selection Committee. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION** to the above would be emailing request for clarification and/or questions to the HCSO, Attention: Chandra D. Brown - cdbrown@co.henry.ga.us. (These requests will be answered in an addendum. Please see schedule of events.)

4. Pre-Proposal Conference and Site Visit

A pre-proposal conference and site visit will be held at 1:00 P.M. EST. on the 17th day of April 2025, at the Henry County Sheriff’s Office, 120 Henry Parkway, McDonough, Georgia 30253. Interested proposers are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference, please contact, Chandra D. Brown at (770) 288-7043 or via e-mail cdbrown@co.henry.ga.us.

5. Proposal and Contract Documents

- a. A proposal executed by an attorney or agent on behalf of the proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the proposer.
- b. **Corporation:** If the Proposer is a corporation, the proposal must be submitted in the name of the Corporation, not simply the corporation’s trade name. In addition, the proposal must be signed by an officer of the corporation.
- c. **Partnership:** If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.
- d. **Limited Liability Company (LLC):** If the Proposer is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the bid documents.

- e. **Sole Proprietorship or Individual:** If the Proposer is a sole proprietor or individual, a signature is required on all bid documents by that individual.
- f. The contract documents consist of this Agreement, Specifications, and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation or agreements, either written or oral.
- g. **Contract Term** – The time period of the agreement, if any is formed from this RFP, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful Consultant.

6. Exceptions and Omissions

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

7. Alterations of Solicitation and Associated Documents

Alterations of the HCSO documents are strictly prohibited and will result in automatic disqualification of the proposer's solicitation response.

8. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the RFP to the HCSO, or any work performed in connection therewith is the responsibility of the vendor(s).

9. Codes, Permits, Fees, Licenses and Law

- a. All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proposer. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.
- b. **Effective July 1, 2008:** All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. § 43-41-17.
- c. State Law regarding Worker Verification requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. §13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the County contractor agrees that in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance. Such attestation(s) shall be maintained and may be inspected by the County at any time. An affidavit of such compliance included with the proposal, must be signed by the contractor, and will become part of the contract.

10. Safety

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

11. Design, Standards and Practices

Design, strength, quality of materials and workmanship must conform to the industry acceptable standards of engineering practices and/or professional services.

12. Statement of Warranty

A Statement of Warranty should include all applicable manufacturers' warranty and the Contractor's warranty regarding equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

13. Non-collusion

By submitting a proposal in response to this solicitation, the proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 or § 59.1-9.1 through 59.1-9.17 or §§ 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

14. Nondiscrimination

Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

- a. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- b. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

15. Drug Free Workplace Certification

By signing the Supply Service Contract form, the Contractor certifies that the provisions of O.C.G.A. §50-24-1 through §50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full. The undersigned further certifies that:

- a. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- b. Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification:
"As part of the subcontracting agreement with (Contractor's name), (Subcontractor's name) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of O.C.G.A. §50-24-3."
- c. The Contractor further certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1) The Contractor has made false certification hereinabove; or
 - 2) The Contractor has violated such certification by failure to carry out the requirements of the O.C.G.A. §50-24-3.

16. Georgia Security and Immigration Compliance Act

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the HCSO and the successful Contractor.

17. Supplier Inclusion Program

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. Please see the Supplier Inclusion Program form for a description of each of these type businesses.

18. County's Tax Exemption

The HCSO is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the HCSO. Exemption certificates furnished upon request.

19. Award of Contract

- a. The HCSO desires to complete the award process in a timely manner. The HCSO reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the HCSO with price and other factors considered. The HCSO may elect to waive any technicalities. The proposal will be awarded to highest scored proposer(s), if awarded.
- b. The HCSO reserves the right to reject any proposal if the evidence submitted by or investigation of the proposer fails to satisfy the HCSO that the proposer is properly qualified to carry out the obligations of the Contract. If the successful proposer defaults on their proposal, an award may be made to the next low responsive and responsible proposer.

Responsibility - The determination of the proposer's responsibility will be made by the HCSO based on whether the proposer meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously.
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of proposer to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the proposal or the contract

Responsiveness - The determination of the proposer's responsiveness will be made by the County based on a consideration of whether the proposer has submitted complete proposal documents meeting proposal requirements without irregularities, excisions, special conditions, or alternatives proposals for any item unless specifically requested in the proposal solicitation.

- c. The HCSO is subject to making records available for disclosure after the Sheriff's approval of the recommendation. The award shall be made by the Sheriff. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not

exceed the available funds allocated for the proposal project.

20. Local Vendor Privilege

- a. There is established in Henry County, a local vendor privilege. Bids or proposals awarded to local vendors contribute to the local tax base and will therefore be given special consideration when bidding against out-of-jurisdiction (out-of-county) vendors. Bids or proposals received from local vendors will be given preference if such bid or proposal is responsive and within five (5) percent of the low bid submitted by any out-of-county bidder. In such instance, the local vendor will be given the opportunity to match the low bid offered by the out-of-county vendor. If such local vendor agrees to match the low bid received from the out-of-county vendor within the time specified by the county, the bid shall be awarded to the local vendor.
- b. A local vendor shall only be eligible to receive the benefit of this privilege if it meets each of the following requirements prior to any award of a contract or purchase:
 - The business or supplier must operate and maintain a regular place of business within the geographical boundaries of Henry County; and
 - The business or supplier must have a current occupational tax certificate; and
 - The business or supplier must have paid all real and personal taxes owed the county; and
 - The business or supplier must certify its compliance with the Georgia Security and Immigration Act.
- c. This policy shall not apply to any bid or proposal for material, equipment or services in excess of one hundred thousand dollars (\$100,000.00). In such cases, the bid award shall be subject to the competitive bidding requirements as otherwise provided herein or general law.

SECTION II - SPECIFICATIONS

SCOPE

The statement of work/scope of services is set forth in the "Contract Specification/Technical Proposal," Attachment Section II, attached hereto and incorporated herein by reference (the "Contract Specification/Technical Proposal"). The Responder should carefully review the Contract Specification/Technical Proposal to ensure compliance with all requested work.

OBJECTIVE

While the RFP includes minimum qualifications, it is the expectation of the HCSO that responders propose an Inmate Commissary Services Program based on their professional expertise and the information provided about the HCJ to propose the appropriate solution.

SECTION III - PROPOSAL FORMAT

A. TECHNICAL PROPOSAL

Please follow format below for your proposal's response and provide six (6) sections under separate tabs as follows:

Section 1 – Executive Summary

Provide the following information regarding your firm:

- a. The legal name and type of business (i.e. Joint Venture, Partnership, etc.) of the contractual entity to be held responsible for performance of all aspects of this contract along with the name, address, and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
- b. A brief history including any features or areas that differentiate your firm's services from competitors.

- c. A copy of the company's current business license.
- d. Total number of company's local full-time employees.
- e. Year company was established.
- f. Number of years company has operated under current company name.
- g. Listing, description, and outcome of all litigation involving the company in the last 5 years.

Section 2 – Qualifications

- a. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field of work, and length of service with the firm. Do not include persons who will not be involved in this project.
- b. Proposer must provide financial statements for the last three (3) years that evidences the proposer's financial capabilities to perform the statement of work.
- c. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations.

Section 3– Experience

- a. List similar projects performed in a correctional facilities with an inmate populations exceeding 800 inmates in the last five years with a brief narrative of each project, client, services provided by consultant, value of services, current status on date of completion, project management, client's project manager and phone number. Include a statement as to why it is considered a similar project.
- b. Include your firm's specific abilities and expertise to provide the required professional services and qualifications related to the proposal requirements.

Section 4 –References

- a. Provide references for at least three (3) clients for which your firm has provided similar services. Please include current contact information (name, address, telephone and e-mail address) for each reference.
- b. Provide the resumes of key personnel that will be working on this project and a description of how they will be involved. Include their experience with similar projects, length of service in this field of work, and length of service with the firm. Do not include persons who will not be involved in this project.
- c. Include a list of commitments of key team members and estimated completion dates by projects.
- d. Provide an organizational chart to indicate all key personnel and consultant team members, their assigned roles and their office locations.
- e. Provide a staffing plan starting with the receipt of the Notice to Proceed and ending with the project completion.
- f. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase.

Section 5 – Understanding and Approach of the Project

- a. A brief overview of your firm's approach to the work, understanding of the project's goals and objectives, and demonstrated understanding of any potential problems and concerns
- b. Provide a description of your company's solution to be offered as per the Scope of Work section in this RFP.

- c. Include a project plan by tasks, which reflects an overall time schedule and personnel needed to implement each phase.

Section 6 - Documents and forms required by the HCSO

Please provide all other documents and forms not included in the above sections.

B. COST PROPOSAL

1. The cost proposal must be submitted in a **separate, sealed envelope** with the Proposer's name and "Cost Proposal for Request for Proposal No. 25-01 To Provide an Inmate Commissary Services Program at the Henry County Jail and the Restorative Center on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees or costs in any area outside of the cost proposal and its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on **Section V, Attachment F, Cost Proposal Form**. Proposer shall not alter the cost proposal form.

SECTION IV – EVALUATION AND SELECTION CRITERIA

The HCSO's selection of a firm shall be based upon the demonstrated competence and qualifications of the firms to provide the type of service required. Each proposal will be evaluated and scored through a process by the Selection Committee.

The Proposer's submittal must fully address the requirements listed in this RFP and the firm's degree of experience, knowledge, and ability to provide experienced and qualified support staff. The proposal is not to have any exclusions, conditions or provisions applied to the aforementioned request. It is HCSO's intention to select a firm which is the most qualified to meet the HCSO's needs. The award shall be based on but not limited to the following factors:

RFP EVALUATION CRITERIA	Scoring Value Maximum Points
Qualifications	30
Relevant Experience and References	30
Understanding and Approach of the Project	30
Cost Proposal	10
Disadvantaged Business Enterprise Benchmark	10
Oral Presentation and Product Demonstration - At its sole discretion, the Evaluation Committee may require an interview/presentation before the final selection and award to a Firm. Selected firms will be notified in advance of date/time/place of interview.	15
MAXIMUM SCORING POINTS TOTAL	125

The HSCO reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the HCSO reserves the right to negotiate with the second highest ranked Proposer. Recommendations for an award will be the Proposer with whom potential contract negotiations were successful.

SECTION V - ATTACHMENTS AND FORMS

1. Attachment

2. FORMS

- A. STANDARD CONTRACT
- B. BID AUTHORIZATION AFFIDAVIT
- C. NON-CONFLICT OF INTEREST
- D. GEORGIA SECURITY & IMMIGRATION COMPLIANCE AFFIDAVIT
- E. SUPPLIER INCLUSION PROGRAM
- F. COST PROPOSAL
- G. CHECKLIST FOR RFP DOCUMENTS

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ATTACHMENT SECTION II
CONTRACT SPECIFICATIONS/TECHNICAL PROPOSAL
TO PROVIDE AN INMATE COMMISSARY SERVICES PROGRAM
AT THE HENRY COUNTY JAIL AND RESTORATION CENTER



**ATTACHMENT SECTION II
CONTRACT SPECIFICATIONS/TECHNICAL PROPOSAL
TO PROVIDE AN INMATE COMMISSARY SERVICES PROGRAM
AT THE HENRY COUNTY JAIL AND RESTORATION CENTER**

NOTE: The Henry County Sheriff's Office (HCSO) is soliciting proposals from commissary service providers to distribute certain products to inmates at the Henry County Jail and Restoration Center (HCJ). It is requested that this service be achieved in a professional and cost-efficient manner which meets the requirements described in the Request for Proposal (RFP) To Provide an Inmate Commissary Services Program at the HCJ.

The selected provider will manage the commissary services for inmates incarcerated at the HCJ. The Providers should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

I. DETAILED SCOPE OF WORK

The Provider shall deliver high quality commissary goods and services to the inmates of HCJ. Items offered through the Commissary must meet the following specifications:

- A. The Provider will provide the inmates with an opportunity to purchase a variety of commissary style products via commissary orders.
- B. Provide HCJ approved commissary products for sale to the inmates at "fair market value."
- C. Provide delivery of all commissary products to the HCJ.
- D. Provide a method for inmates to order commissary products that contains inmate ordering solutions which are efficient and cost effective and provide a method to directly charge inmate accounts for products purchased from the commissary.
- E. Provide a process for the procurement of Holiday Packages purchased by family members up to 5 times per year per inmate to HCJ.
- F. Be responsible for the interface with Tyler, as well as be responsible for the interface with any new updated system to the HCJ.
- G. Provide HCJ approved commissary and additional property (clothing, tablets, etc.).
- H. Provide ACA/Financial documentation in regard to the Commissary Operation to the HCJ.
- I. Provide a solution for the on-site distribution of products in regard to the purchased products for the inmate population.
- J. Products delivered to inmates shall not exceed the expired "sell by" or "use by" date by 30 days.
- K. Food items shall be wrapped/package and dated for individual consumption.
- L. Containers shall be made of clear (see-through), non-breakable materials.
- M. Consumable products shall contain no alcohol.
- N. Product shall not contain packages of sugar or sauces that HCJ considers a safety risk such as hot pepper sauce.
- O. All purchases delivered to inmates shall be free of contraband.

II. COMPETITIVE PRICING

- A. The Provider shall maintain a competitive retail pricing philosophy with regard to the retail selling price of the commissary items to inmates.
- B. If the Provider wishes to raise the price of an item sold to HCJ inmates, the Provider must demonstrate that a similar price increase for the item has been or will be implemented at all Provider facilities. Price increases/decreases:
 1. Must be justified in writing by the Provider.
 2. Must be implemented at all Provider facilities.
 3. Are subject to HCJ approval.
 4. Must be reflected on the commissary menu and the commissary menu must be available to inmates before the price increase is implemented.
 5. Requests for changes to prices for commissary items must be agreed to during the annual renewal contract process by HCJ and should be at least one year since last price increase. Price increases shall be limited to the Consumer Price Index percentage for the last twelve months of data available.

III. COMMISSION

- A. During final contract negotiations, HCJ shall determine what if any commission HCJ will receive for providing access to the facility for services provided by the Provider to provide commissary items and services to the inmates.
- B. The Provider may adjust their sale prices from the base price by that commission amount and provide a final price listing including commission for inclusion in the contract.
- C. The HCJ has the right to request an increase or decrease in the commission rate offered upon each renewal of the contract.

IV. INVENTORY MANAGEMENT

The Provider shall maintain sufficient inventory levels at the Provider's location in order to limit shortages and/or backorders. The Provider's qualifications to meet this requirement will be evaluated based on the ability of the Provider to handle the demands of commissary products ordered by inmates. The Provider shall maintain an average order fill rate of 98% or better. After the initial two month startup period, failure to maintain a minimum of 98% average fill rate during any six month period, could be cause for cancellation of the contract.

V. COMMISSARY MENU

- A. The Provider shall offer for sale through the inmate commissary a wide-variety of items including: hygiene products, stationary materials, ethnic products, snacks, food, games, personal care items, and clothing items as approved by HCJ.
- B. The Provider and HCJ will mutually agree upon the items to be carried on the commissary menu.
- C. After the initial menu is established, no additional items are to be offered for sale to inmates without the written permission of HCJ.
- D. Commissary menus are subject to change, at the request of HCJ, on a quarterly basis.
- E. The Provider shall provide menus for inmates based on classifications and housing established by HCJ as referenced in Tyler.

- F. The Provider shall have the ability to limit or prevent delivery of certain items based on medical or security restrictions imposed on inmates.

VI. PURCHASE PRIORITIES

The Provider shall establish procedures for prioritizing commissary purchases based on product categories and the amount of money available on the inmate's account. Special housing inmates may have restrictions for items allowed for purchase. The order in which items appear on the commissary menu shall dictate the order in which they are purchased. Following is of the categories of products that must be offered for sale on the inmate commissary and the order in which items shall appear on the commissary menu:

- A. Hygiene products (shampoo, soap, toothpaste, etc.).
- B. Personal care items (combs, hairbrushes, etc.).
- C. Stationary materials (paper, pens, etc.).
- D. Ethnic products (shaving powder, styling gel, etc.).
- E. Clothing items (long underwear, athletic shoes, etc.).
- F. Food (packaged soups, noodles, etc.).
- G. Snacks (candy, chips, etc.).
- H. Games (playing cards, puzzles, etc.).
- I. Others.

VII. OTHERS ELECTRONIC INTERFACES

- A. The Provider shall provide electronic interfaces to various systems in use by the HCJ currently or in the future.
- B. The Provider will be responsible for any costs or fees from the current technology Providers for any integration or connection necessary.
 - 1. The Provider shall not charge the Inmate, the Jail, or its outside Provider or Provider for the interface to other technology services.
 - 2. Interfaces include any of the following current or future uses:
 - a. Tyler.
 - b. Smart Communications for telephone and tablet communications.
 - c. Electronic Banking including deposit of funds and debit cards on release.
 - d. Various Kiosk Systems for any future Inmate services or data tracking purposes.
 - 3. Other technology interfaces that may become necessary at the HCJ's discretion based on the rapidly changing nature of technology.
 - 4. Changes in vendors/contractors for the above interfaces will require the Provider to provide a new interface at no cost.
 - 5. The Provider shall provide a searchable, auditable portal regarding all activity on inmate's accounts for purposes of accountability to the inmate, to include debit card creation and modification. This portal may be read-only but accessible by select HCJ staff with other rights for administration as determined by needs of the HJC.

VIII. INMATE ORDER SYSTEM

- A. The Provider shall provide to HCJ all systems that are needed to order Commissary. Commissary order system should provide a means of identifying the inmate, the inmate's housing unit, available funds, the unit price of each product, and the quantity to be ordered.
- B. The order system shall allow inmates to order any time of day or week. The system shall notify the inmate the next delivery date for the inmates current housing location.
- C. The order system shall provide a refund to the inmate's account if the inmate has ordered, but not received any commissary item, but prior to delivery, the inmate has been released or transferred to another correctional facility.
- D. The commissary order system shall be approved in writing (e-mail approval is sufficient) by the Sheriff prior to use.

IX. EQUIPMENT PROVIDED BY THE PROVIDER

- A. The Provider shall provide, at the Provider's expense, all equipment that is needed to process commissary orders and transmit commissary orders to the Provider's facility(s). This shall include but not be limited to data communications equipment, telephone/data lines, computer hardware, computer software, etc.
- B. The Provider must provide at no cost to HCJ methods of automation for public to make deposits to the inmate account. All methods shall be currently available and explained in detail in the RFP Response. Any fees that will be applied to the end user for this service must first be approved by HCJ.
- C. The Provider shall provide on-site repair and/or replacement of all equipment supplied by the Provider under the terms of this agreement. The Provider must repair or replace failed equipment within twenty-four (24) hours of notification of failed equipment. The Provider shall have procedures in place to manually enter an order if equipment should fail during the order process. The manual method shall not interfere with the normal delivery schedule.
- D. The Provider shall be responsible for the cost of maintenance, repair, and replacement of equipment provided by the Provider.

X. SUPPLIES

The Provider shall provide all consumable supplies, required for equipment provided by the Provider. The Provider shall make available to HCJ a sufficient quantity of consumable supplies to ensure uninterrupted operation of Inmate Commissary Services activities.

XI. SECURITY

- A. Physical Security Requirements. The Provider shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Provider are not abused or misused, are properly maintained, and are secure at all times.
- B. Area Security. The Provider shall establish procedures to ensure offices; storage areas, etc. are locked and secured when not occupied by Provider employees.
- C. Key Control. The Provider shall comply with HCJ policies related to security and key control procedures.
- D. Contraband. The Provider shall establish procedures to ensure Provider employees who require access to HCJ facilities understand which items constitute contraband and that

Provider employees do not introduce contraband into the HCJ. The Provider shall not give any item to an inmate except in the presence of correctional staff.

- E. Personal Security. The Provider shall develop procedures, consistent with Jail policies, to ensure the safety and well-being of Provider personnel who require access to HCJ while providing services under the terms of the contract.
- F. Inmate Security. The Provider shall establish procedures to ensure Provider personnel who require access to HCJ facilities are familiar and comply with HCJ security procedures pertaining to inmate control and security. In addition, the Provider shall:
 - 1. Inform the Jail Operations Commander, in writing, any time a personal friend or relative of any Provider employee is confined to any facility.
 - 2. Ensure Provider employees do not fraternize or grant special favors for any inmate confined to any facility.
 - 3. Ensure Provider personnel do not provide to any inmate, information regarding any other inmate confined to any facility.

XII. RECEIPTS

The Provider shall provide two (2) copies of the order receipt sealed within the bag containing the inmate purchase. The order receipt should contain as a minimum:

- A. Date order was placed.
- B. Inmate's full name, data number, housing unit identity.
- C. A listing of all items included in the order. Listing shall include product ID, product description, quantity, unit price, and total price.
- D. The Provider shall identify, on the inmate order receipt, items that are subject to state and local sales tax.
- E. The Provider shall list, on the inmate order receipt as a separate line item, the total state and local sales tax charged to the inmate.
- F. Grand Total (sum of all purchases).
- G. A listing of all items ordered but not received. Listing shall include product description, quantities ordered, and reason for non-delivery (out of stock, discontinued, diet restrictions, housing restrictions, etc.).
- H. A space where the inmate can sign and date to acknowledge receipt of the order.
- I. A space where the deliverer can sign and date to acknowledge the inmate's receipt of the order.

XIII. INVOICES

- A. The Provider shall submit an invoice within three (3) business days after each commissary order has been placed or refund requested.
- B. Invoices shall be sent electronically through email to the designated HCJ contact. Invoices shall include but not be limited the following:
 - 1. Provider's unique invoice number,
 - 2. order date,
 - 3. delivery date,

4. invoice date,
 5. order fill,
 6. rate, and
 7. invoice amount.
- C. Attached to the invoice shall be a listing, sorted by inmate name, of all items delivered in the order. As a minimum, listing will include the Inmate's name, data number, Product ID, product description, quantity delivered/refunded, unit price, total sales tax, and total price. Along with the weekly invoice, the Provider shall furnish a statement that itemizes all sales for the respective week. The Provider shall furnish monthly reports on gross sales, line -item sales amounts and number of indigent transactions.

XIV. PURCHASE LIMITS

HCJ reserves the right to set limits on commissary purchases by inmates.

XV. HOLIDAY SCHEDULE

The HCJ observes thirteen (13) paid holidays each year. The Provider and HCJ shall adjust commissary order and delivery schedules to accommodate HCJ's holiday schedule. Holiday delivery order and delivery schedules are subject to negotiation and shall be expressed in the final contract. Holidays observed by HCJ include:

- A. New Year's Day.
- B. Martin Luther King, Jr. Birthday.
- C. Good Friday.
- D. Memorial Day.
- E. Juneteenth Day.
- F. Independence Day.
- G. Labor Day.
- H. Veteran's Day.
- I. Thanksgiving.
- J. Thanksgiving - Friday (day after).
- K. Christmas Eve
- L. Christmas Day.
- M. New Year's Eve.

XVI. DAMAGE AND REFUNDS

The Provider shall establish an efficient method of handling damages and refunds. The Provider shall issue a refund to the inmate's account within twenty-four (24) hours of notification when commissary items are damaged, spoiled, or missing prior to items being delivered to the inmate.

XVII. PRODUCT RETURNS

The Provider shall describe in their proposal procedures for return of all items to the Provider. The Provider shall pay the cost of shipping and handling and the Provider shall not charge HCJ or HCJ's inmate a re-stocking fee for items returned to the Provider.

XVIII. TRANSITION ON COMMENCEMENT OF CONTRACT

- A. The successful Proposer shall assume full operation on July 1, 2025.
- B. Proposers shall include a preliminary transition plan in their Technical Proposal.
- C. The successful Proposer shall coordinate and cooperate with the Sheriff's existing service provider to ensure a smooth and orderly transition with uninterrupted commissary services.
- D. Upon award of the contract, the successful Proposer shall name a Transition Manager, who shall have responsibility for transition activities.
- E. Within fourteen (14) days of award of the contract, the successful Proposer shall submit a final Transition Plan to the Sheriff for approval. The final plan shall include, but will not be limited to, details for conducting inventories of on-site the HCSO's owned equipment, hiring and staffing, and coordination activity with current operations. The Sheriff may request additional information as he deems necessary.

**FORM A
STANDARD CONTRACT**



SAMPLE HSCO CONTRACT

CONTRACT FOR PROFESSIONAL SERVICES

Henry County, Georgia

THIS CONTRACT by and between HENRY COUNTY SHERIFF'S OFFICE, a political subdivision of the State of Georgia (hereinafter referred to as the "HCSO"), and _____, a corporation organized and existing under the laws of the State of _____, with offices located at _____ (hereinafter referred to as "Service Provider"), shall constitute the terms and conditions under which the Service Provider shall provide Inmate Telephone System, Inmate Video Visitation System and Inmate Accounting System at the Henry County Jail and Restorative Center, Henry County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the HSCO and the Service Provider hereby agree as follows:

ARTICLE I. CONTRACT TIME

The services to be performed under this Contract shall commence on **July 1, 2025**. The initial term of this Agreement shall be through December 31, 2013. This Contract shall (i) terminate absolutely and without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in Article IV of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of Article IV of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2029, unless extended by written amendment.

ARTICLE II. PAYMENT

- A. The Service Provider will pay the HCSO a commission percentage on the total amount collected in accordance with Attachment A (Cost Proposal to RFP No. 25-01 dated _____, which is incorporated herein by references. Attachment A consists of ____pages. The commission payment will be submitted to the HCSO on a _____ basis and at the time the invoice is submitted.
- B. The Service Provider will be reimbursed the cost of providing commissary items to indigent inmates and for commissary items authorized by the HCSO to be issued to inmates (Hygiene Kits).

ARTICLE III. SCOPE OF WORK

The Service Provider agrees to provide all professional services, equipment, and all things necessary for inmate commissary services program at the Henry County Jail and the Restorative Center in accordance with the HSCO's Request for Proposals (RFP) No. 25-01 attached hereto as Appendix I and incorporated herein by reference, and the Service Provider's response thereto, attached hereto as Appendix II and incorporated herein by reference.

This Contract, the Contract Specifications/Technical Proposal, and the Service Provider's response thereto, including all attachments to any of the documents, are herein collectively referred to as the "Contract Documents." The equipment, supplies and services to be provided under this Contract are sometimes herein referred to as "The Work."

ARTICLE IV. GENERAL CONDITIONS

- A. **Accuracy of Work**: The Service Provider shall be responsible for the accuracy of the Work and any error and/or omission made by the Service Provider in any phase of the Work under this Contract.
- B. **Additional Work**: The HSCO shall in no way be held liable for any work performed under this section which has not first been approved in writing by the HSCO in the manner required by applicable law and/or the terms of this Contract. The HSCO may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Service Provider. The Service Provider shall proceed with the performance of any changes in the Work so ordered by the HSCO unless such change entitles the Service Provider to a change in Contract Price, and/or Contract Term, in which event the Service Provider shall give the HSCO written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Service Provider shall not execute such changes until it receives an executed Change Order from the HSCO. No extra cost or extension of time shall be allowed unless approved by the HSCO and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The HSCO shall not be liable for payment for any work performed under this section which has not first been approved in writing by the HSCO in the manner required by applicable law and/or the terms of this Contract.
- C. **Ownership of Documents**: All documents, including drawings, estimates, specifications, and data are and remain the property of the HSCO. The Service Provider agrees that the HSCO may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Service Provider and without any payment of any monies to the Service Provider therefore.

However, any reuse of the documents by the HSCO on a different site shall be at its risk and the Service Provider shall have no liability where such documents are reused.

- D. **Right to Audit:** The HSCO shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with the HSCO funds and any documents or materials which support those records, kept under the control of the Service Provider, including but not limited to those kept by the Service Provider's employees, agents, assigns, successors and subcontractors. The HSCO also has the right to communicate with Service Provider's employees related to the audited records. The Service Provider shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the HSCO or its designee, during normal business hours at the Service Provider's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the HSCO.
- E. **Successors and Assigns:** The Service Provider agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or its right, title, or interest therein to any person, firm, or corporation without the previous written consent of the HSCO. If the HSCO consents to any such assignment or transfer, then the Service Provider binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the HSCO and any person, or entity or than Service Provider.
- F. **Reviews and Acceptance:** Work performed by the Service Provider shall be subject to review and acceptance in stages as required by the HSCO. Acceptance shall not relieve the Service Provider of its professional obligation to correct, at his own expense, any errors in the Work.
- G. **Termination of Agreement:** The Service Provider understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The HSCO may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the HSCO, elect to terminate the Contract by

delivering to the Service Provider, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Service Provider at least thirty (30) days prior to the effective date of termination. If Service Provider's services are terminated by the HSCO, the termination will not affect any rights or remedies of the HSCO then existing or which may thereafter accrue against Service Provider or its surety. In case of termination of this Contract before completion of the Work, Service Provider will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the HSCO. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- H. **Indemnification Agreement:** The Service Provider shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the HSCO. The Service Provider shall exonerate, indemnify, and save harmless the HSCO, County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Service Provider shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Service Provider, or any Subcontractors, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Service Provider shall not be required to indemnify any HSCO Indemnitee against claims, actions, or expenses based upon or arising out of the HSCO Indemnitee's sole negligence. As between the HSCO Indemnitees and the Service Provider as the other party, the Service Provider shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Service Provider's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this

Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Service Provider, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Service Provider shall defend, indemnify, and hold harmless the HSCO Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Service Provider expressly agrees to provide a full and complete defense against any claims brought or actions filed against the HSCO Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The HSCO has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the HSCO, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

- I. **Insurance** Prior to commencing work, Service Provider shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Service Provider. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Service Provider. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Service Provider, and others as required by contract, for liabilities in connection with work performed by or on behalf of Service Provider, its agents, representatives, employees or Service Providers.
 1. Certificates of Insurance in companies doing business in Georgia and acceptable to the HSCO covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Service Provider is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Service Provider's services in this Agreement with limit of \$1,000,000;

- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
 - (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:
 - (1) \$5,000,000 per occurrence
 - (2) \$5,000,000 aggregate
 - (f) Certificates of Insurance must be executed in accordance with the following provisions:
 - (g) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
 - (h) Certificates to contain the location and operations to which the insurance applies;
 - (i) Certificates to contain Service Provider's protective coverage for any subService Provider's operations;
 - (j) Certificates to contain Service Provider's contractual liability insurance coverage;
 - (k) Certificates are to be **issued** to:
**Henry County Sheriff's Office
and Henry County, Georgia
120 Henry Parkway
McDonough, Henry County, Georgia 30253**
2. The Service Provider shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
 3. The Service Provider agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.
 4. Service Provider agrees to waive all rights of subrogation and other rights of recovery against the HSCO and its officers and shall cause

each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

5. Failure of the HSCO to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the HSCO to identify a deficiency from evidence provided will not be construed as a waiver of the Service Provider's obligation to maintain such coverage. Service Provider understands and agrees that the purchase of insurance in no way limits the liability of the Service Provider.
 6. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the HSCO. Policies and Certificates of Insurance listing the HSCO and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
 7. If the HSCO shall so request, the Service Provider will furnish the HSCO for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Service Provider shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.
- J. **Georgia Laws Govern:** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.
- K. **Venue:** This Contract shall be deemed to have been made and performed in Henry County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Contract shall be brought in the courts of Henry County, Georgia.

- L. **Non-Payment of Employees, Independent Contractors and Subcontractors:** In the event Service Provider fails to pay any of its employees, independent contractors or subcontractors when payment is due, HCSO, in its sole discretion, may withhold compensation due Service Provider and pay said employees, independent contractors or subcontractors directly. Dependent upon the severity of the non-payment, said failure may be considered a breach of the terms of this Contract
- M. **Contractor and SubContractor Evidence of Compliance; Federal Work Authorization:** Pursuant to O.C.G.A. §13-10-91, the HSCO cannot enter into a contract for the physical performance of services unless the Service Provider, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Service Provider certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Service Provider agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment _____. Service Provider agrees that in the event it employs or Agreements with any Subcontractor(s) in connection with this Agreement, Service Provider will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed Subcontractor Provider affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment _____. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Agreement Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Attachment _____.
- N. **Lawsuits Against the County and Sheriff:** In the event any lawsuit is filed against the County, its elected officials, the Sheriff or their deputies or employees, based on or containing any allegations concerning the services under this Contract, Service Provider's performance and performance of Service Provider's employees, agents, subcontractors, assignees, or independent contractors, the parties agree that the Service Provider, its employees, agents, subcontractors assignees, or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and for any judgment rendered against them,

and shall be responsible for defense and indemnification as set forth in Article IV, Paragraph L.

- O. **Service Provider's Status:** The Service Provider will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Service Provider shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the HSCO and the Service Provider shall be that of owner and independent Service Provider. Other than the consideration set forth herein, the Service Provider, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any of the HSCO employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Service Provider shall be by employees of Service Provider or its Subcontractor and subject to supervision by Service Provider. No officer or employee of Service Provider or any Subcontractor shall be deemed an officer or employee of the HSCO. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Agreement shall be those of the Service Provider, not the HSCO.
- P. **Changes in the Work:** The HCSO may at any time, as the need arises, order changes within the Scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents or increase or decrease the time required for performance of the Work, an adjustment may be authorized by Amendment. The HCSO shall in no way be held liable for any Work performed under this section which has not first been approved in writing by the HCSO.
- Q. **Delays and Extensions of Time:** The Service Provider agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Service Provider for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Service Provider, including but not restricted to acts of God, acts of another contractor in the performance of a HCSO contract with the State fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Service Provider or the subcontractors or suppliers.

- R. **Vendor Transition:** If the HCSO awards a Contract to another vendor to perform services presently being performed by the Service Provider under the Contract, the Service Provider shall cooperate with the HCSO and the new vendor in facilitating the transition as the HCSO directs, including providing the new vendor with a copy of all the current policies, procedures and work plans applicable to the institutions covered by the Service Provider
- S. **Security:** The Sheriff will provide security sufficient to enable the Service Provider and its personnel to safely perform the services described in this Contract. However, nothing herein shall be construed to make the HCSO, the Sheriff, or deputies, or employees, guarantors of the safety of the Service Provider or its employees, agents or subcontractors, including their employees
- T. **Georgia Open Records Act:** Service Provider shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*
- U. **Business License:** Service Provider shall submit a copy of its current, valid business license with this Agreement. If the Service Provider is a Georgia corporation, Service Provider shall submit a valid county or city business license. If Service Provider is a joint venture, Service Provider shall submit valid business licenses for each member of the joint venture. If the Service Provider is not a Georgia corporation, Service Provider shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Service Provider holds a professional license, then Service Provider shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Agreement being terminated. Service Provider shall ensure that any insurance, license, permit or certificate submitted in response to the HSCO's RFP or as part of the Agreement shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Agreement Term.
- V. **Sole Agreement:** This Agreement constitutes the sole Agreement between the HSCO and the Service Provider. The terms, conditions, and requirements of this Agreement may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the HSCO, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the HSCO as provided by law or in this Agreement.

- W. **Attachments and Appendices:** This Agreement includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment ____, Service Provider's Cost Proposal; Appendix I, HSCO's RFP; Appendix II, Service Provider's Response; Attachment _____, Service Provider's Affidavit; Attachment _____, Subcontractor's Affidavit(s); Attachment _____, Sub-subcontractor's Affidavit(s); and Attachment _____, Certificate of Corporate Authority or Joint Venture Certificate.
- X. **Severability:** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- Y. **Notices:** All notices under this Contract shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:
- If to the Service Provider:**
- If to the HSCO:**
- Henry County Sheriff's Office
Attention Reginald B. Scandrett, Sheriff
120 Henry Parkway
McDonough, Georgia 30253
- Z. **Counterparts:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.
- AA. **Controlling Provisions:** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the HSCO's RFP; and the Service Provider's Response thereto.
- BB. **Time is of the Essence:** Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative.

HENRY COUNTY SHERIFF'S
OFFICE ENRY COUNTY, GEORGIA

By : _____ (SEAL)

By: _____ (SEAL)
Reginald B. Scandrett, Sheriff

ATTEST:

ATTEST:

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

SAMPLE

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described Contract with HSCO, a political subdivision of the State of Georgia:

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal this the _____ day of _____, 2025.

(CORPORATE

SEAL)

(Secretary)

FORM B
BID AUTHORIZATION

STATE OF GEORGIA

COUNTY OF HENRY

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to executethe same. Bidder affirms that they are duly authorized to execute this Agreement, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)	(Signature)
(Address)	(Printed Name)
(City, State, Zip)	(Title)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ day of _____ 2025.

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY YOUR RESPONSE)

**FORM C
NON-CONFLICT OF INTEREST**

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

_____ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Henry County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature: _____

Print Name: _____

Title: _____

Firm Address: _____

FORM D
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10- 91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Henry County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization/ E-Verify User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2025, in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2025.

NOTARY PUBLIC

My Commission Expires: _____

**FORM E
SUPPLIER INCLUSION PROGRAM**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. In order to give recognition to these types of business classification, please check all which apply:

Small Business

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the different categories of business enterprises.

Local Vendor

Local vendors, as defined in the Henry First Initiative, must operate and maintain a regular place of business within the geographical boundaries of Henry County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

Veteran-Owned Business

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran as long as they were not dishonorably discharged.

DBE Business

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

- Asian American
- Native American
- African AmericanH
- Hispanic/Latino
- Pacific Islander.

Female Owned Business

A female-owned business is a business in which a female owns a minimum of 51% of the business and also holds the highest position at the company and is active in the daily management and strategic direction of the company.

None of the Above Applies

Company's Name

Date

Authorized Representative's Name (Print or Type)

Authorized Representative's Signature

**FORM F
COST PROPOSAL**



**Attachment F
COST PROPOSAL FORM
TO PROVIDE INMATE COMMISSARY SERVICES PROGRAM
AT THE HENRY COUNTY JAIL AND THE RESTORATIVE CENTER
HENRY COUNTY, GEORGIA**

(consisting of 2 pages)

RESPONDERS: Please complete all attached Cost Proposal Forms and return with this cover page.

Name of Firm: _____

Address: _____

Authorized Person Submitting Proposal

Title of Authorized Person

Telephone Number

Fax Number

E-mail Address

Signature of Authorized Person

Date

**HCSO RFP NO. 25-01
INMATE COMMISSARY SERVICES**

PROPOSER: State cost break down as necessary to provide commissary services for the inmates at the Henry County Jail and Restorative Center in accordance with the Contract Specifications/Technical Proposal of this RFP.

COST

A. Outline any costs associated with your services (software, licenses, equipment)

Base Year (July 1, 2025 thru June 30, 2026)	\$ _____
Year Two (2) (July 1, 2026 thru June 30, 2027)	\$ _____
Year Three (3) (July 1, 2027 thru June 30, 2028)	\$ _____
Year Four (4) (July 1, 2028 thru June 30, 2029)	\$ _____

B. Commissary Menu cost per item – Please submit a sample menu with the price for each item, to include online products.

COMMISSION

The HCSO will be paid a percentage of the total commissary sales and commissary on-line sales collected. Responder's cost proposal should state the percentage(s) that responder will pay each year to the HCSO.

Base Year (July 1, 2025 thru June 30, 2026)	% _____
Year Two (2) (July 1, 2026 thru June 30, 2027)	% _____
Year Three (3) (July 1, 2027 thru June 30, 2028)	% _____
Year Four (4) (July 1, 2028 thru June 30, 2029)	% _____

ADDITIONAL

Additional components which Proposer believes should be a part of the Contract Specifications/Technical Proposal of this RFP and include description of component, identify separate costs of each component. Provide a detailed breakdown of the costs for each service offered

FORM G
REQUEST FOR PROPOSAL NO. 25-01
TO PROVIDE AN INMATE COMMISSARY SERVICES PROGRAM
AT THE HENRY COUNTY JAIL AND RESTORATIVE CENTER
Due Date and Time: Friday, MAY 2, 2025; 4:00 p.m.

CHECKLIST FOR RFP DOCUMENTS

Failure to include all required documents will result in proposal being removed for consideration for award.

<u>DOCUMENTATION DESCRIPTION</u>	Please check
Any Required Documents cited in RFP Specifications	<input type="checkbox"/>
W-9	<input type="checkbox"/>
<i>Forms:</i>	
Solicitation Form (Page 1 of this Document) Addendum Cover Sheet(s) (If applicable.)	<input type="checkbox"/>
Authorization Affidavit	<input type="checkbox"/>
Non-Conflict of Interest	<input type="checkbox"/>
Georgia Security & Immigration Compliance Act Affidavit & Agreement	<input type="checkbox"/>
Supplier Inclusion Program	<input type="checkbox"/>
<i>Cost Proposal (Submit in a separate sealed envelope marked as "Cost Proposal.")</i>	<input type="checkbox"/>
RFP Documents Submittal Checklist/Addenda Acknowledgement (this page)	<input type="checkbox"/>

ADDENDA ACKNOWLEDGEMENT

Failure to acknowledge any addenda will result in a non-responsive bid.

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.		Dated
Addendum No.		Dated
Addendum No.		

This affirms that all documents are included with the Proposer's RFP package.

 Company's Name

 Date

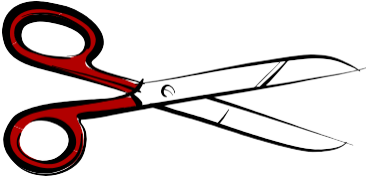
 Authorized Representative's Name (Print or Type)

 Authorized Representative's Signature

SECTION VI – REQUEST FOR PROPOSAL LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE

*This label **MUST** be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.*



REQUEST FOR PROPOSAL ENCLOSED

Request for Proposal (RFP) No. 25-01

**TO PROVIDE AN IMATE COMMISSARY SERVICES PROGRAM
AT THE HENRY COUNTY JAIL AND THE RESTORATIVE CENTER**

Due Date and Time: May 2, 2025; 4:00 p.m.

Vendor Name

Address

City, State, Zip Code

DELIVER TO: Henry County Sheriff’s Office
Attention: Chandra D. Brown
120 Henry Parkway
McDonough, Georgia 30253