



Jackson County Board of Commissioners

67 Athens Street
Jefferson, Georgia 30549
Phone: (706) 367-6309
Fax: (706) 367-1505
Email: lbernati@jacksoncountygov.com

TO: Inmate Commissary Services Providers

DATE: September 29, 2015

SUBJECT: Request for Proposal for Inmate Commissary Services at the Jackson County Jail

You are invited to submit a proposal to the Sheriff of Jackson County, Georgia for providing inmate commissary services at the Jackson County Jail in Jefferson, Georgia.

Attached hereto are the general conditions, technical specifications, and submittal format. The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from Jackson County Purchasing Department. Failure to comply with the written requirements for this RFP may result in disqualification of the submittal by Jackson County. Submittals are to be sealed, marked with the vendor's name and address and labeled:

“RFP 5303-01”, “Inmate Commissary Services at the Jackson County Jail” and delivered to:

Jackson County Board of Commissioners
Attention: Purchasing Manager
67 Athens Street
Jefferson, GA 30549

not later than **FRIDAY, OCTOBER 30, 2015 AT 10:00 AM, local time prevailing.**

Vendor may submit their proposal on-line through Vendor Registry at www.vendorregistry.com . If the submission is completed on-line, vendor need only upload the proposal one (1) time and Jackson County will print the required copies.

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the proposal receipt date. Please call (706) 367-6312 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

Jackson County reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of Jackson County.

Inquiries regarding this Request for Proposal (RFP) should be made to Len Bernat, Purchasing Manager at phone number (706) 367-6309, by fax at (706) 367-1505, or by email lbernati@jacksoncountygov.com .

THE SHERIFF OF JACKSON COUNTY, GEORGIA
REQUEST FOR PROPALS
FOR
INMATE COMMISSARY SERVICES AT THE JACKSON
COUNTY JAIL

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

FRIDAY, OCTOBER 30, 2015 AT 10:00 AM, local time
prevailing

JACKSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
67 ATHENS STREET
JEFFERSON, GA 30549

RFP # 5303-01

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: September 29, 2015

**THE SHERIFF OF JACKSON COUNTY, GEORGIA
REQUEST FOR PROPOSAL
FOR
INMATE COMMISSARY SERVICES AT THE JACKSON COUNTY JAIL**

SECTION I - REQUEST FOR PROPOSAL OVERVIEW

A. PURPOSE

The Sheriff of Jackson County, Georgia is issuing this Request for Proposal (RFP) to Inmate Commissary Services Providers for Inmate Commissary Services at the Jackson County Jail.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Available	SEPTEMBER 29, 2015
Deadline for questions	OCTOBER 23, 2015 AT 3:00 PM
Submittal deadline	FRIDAY, OCTOBER 30, 2015, 10:00 AM, local time prevailing

2. RFP SUBMISSION:

One (1) original and five (5) copies of the complete signed submittal must be received **FRIDAY, OCTOBER 30, 2015, by 10:00 AM, local time prevailing**. Proposals must be submitted in a sealed envelope stating on the outside, the vendor's name, address, the **RFP Number 5303-01** and title (**Inmate Commissary Services at the Jackson County Jail**) to:

**Jackson County
Attention: Purchasing Manager
67 Athens Street
Jefferson, GA 30549**

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 4:30 p.m. ET, Monday through Friday, excluding holidays observed by the Jackson County Government.

Vendor may submit their proposal on-line through Vendor Registry at www.vendorregistry.com . If the submission is completed on-line, vendor need only upload the proposal one (1) time and Jackson County will print the required copies.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. CONTACT PERSON:

Vendors are encouraged to contact **Len Bernat, Purchasing Manager at (706) 367-6309, by fax at (706) 367-1505 or email lbernat@jacksoncountygov.com** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the vendor's submittal. Technical questions concerning Jail Operations may be addressed to the Chief Deputy, **Major Daniel Thomas, at (706) 367-8718 or dmthomas@jacksoncountysheriff.us**.

Vendors may not contact any elected official or other County Employee to discuss the proposal process or proposal opportunities. Contact of this nature will result in immediate disqualification of the vendor.

4. ADDITIONAL INFORMATION/ADDENDA

Jackson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement Form with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

5. LATE SUBMITTAL, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Jackson County assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

6. REJECTION OF PROPOSALS

Jackson County may reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure.

Submittals received after said time or at any place other than the time and place as stated in the notice will not be considered.

7. MIMINUM RFP ACCEPTANCE PERIOD

Valid submittals shall not be withdrawn for a period of 60 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of Jackson County has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

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

10. AMERICANS WITH DISABILITIES ACT (ADA)

A qualified interpreter for the hearing impaired is available upon request at least ten (10) days in advance of the proposal due date. This service is in compliance with the Americans with Disabilities Act (ADA). Please call (706) 367-6312 for more information for the hearing impaired.

11. RFP OPENING

The names of the vendors submitting proposal to the RFP submittal prices will be read aloud publicly at the deadline for submitting proposals to Jackson County. A list of names of firms responding to the RFP may be obtained from Len Bernat, Purchasing Manager, after the RFP due date and time stated herein.

12. TAXES.

Selected vendor will be provided with Jackson County's Sales and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed vendor master form and current W-9 and register as a vendor at www.vendorregistry.com . Vendors whose place of business is other than the State of Georgia may be required to provide the

Purchasing Manager with copies of your state's regulations and/or laws concerning the application of certain vendor preference requirements to vendors whose place of business is in the applicable state. Failure to provide this information will result in the disqualification of the vendor from submitting a proposal.

14. INSURANCE

Selected vendor will be required to provide proof of liability and workman's compensation insurance before work can begin on this County project. Workman's Compensation Insurance should be as required by the State of Georgia. General Liability should cover \$1,000,000 per incident.

15. TERMINATION

Federal, State, and other Local government agencies may terminate this Agreement in the event funds are not appropriated for it in future periods; provided, however, that funds are also not appropriated for equipment or services that replace those contracted for under this Agreement. Customer shall be obligated for any future annual period if Company is not notified in writing at least thirty (30) days prior to the beginning for the annual period for which non-appropriation is being claimed.

16. ANTI-DISCRIMINATION

By submitting a response to this RFP, all perspective contractors certify to Jackson County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.

17. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

SECTION II - GENERAL CONDITIONS

1. Purpose:

The Sheriff of Jackson County, Georgia is issuing this Request for Proposal (RFP) to Inmate Commissary Services Providers for Inmate Commissary Services at the Jackson County Jail.

2. Contract Period:

Any contract resulting from this RFP shall be for a period of one (1) year from the commencement date stated in the contract (anticipated to be January 1, 2016) with the option to renew the contract for 4 additional one (1) year periods based upon a written contract addendum signed by all parties agreeing to each extension period. The sample contract provided with this RFP will be used by the Sheriff to engage the vendor selected as a result of this RFP process.

This contract may be terminated at any time without cause and without prejudice by either party. To effect the termination, the party wishing to terminate the agreement must provide the other party with a written notice thirty (30) days in advance of the termination. All monies due the parties at the time of the termination must be paid to the respective party within thirty (30) days after the termination of services.

3. Project Scope:

The Sheriff of Jackson County, Georgia is seeking proposals for Inmate Commissary Services at the Jackson County Jail in Jefferson, Georgia. The proposal should be prepared and presented in the following format with tabs separating each section.

Proposal Format

Tab 1 – The vendor will provide a letter of introduction that provides information pertinent to understanding the history and philosophy of the company offering a proposal to the Sheriff.

Tab 2 – Current business license and all certifications, if necessary, that validate the operational capabilities of the vendor.

Tab 3 – References: the vendor should supply a minimum of three (3) references with a current point of contact and phone number for other jails with the same prison capacity as the Jackson County Jail.

Tab 4 – Proposal: This section will outline the vendor's understanding of the service that must be provided to the Jackson County Jail and detail how the vendor will successfully meet the requirements necessary to provide the inmates with outstanding commissary services.

Tab 5 – The Price Proposal Sheet provided with this RFP should be completed and returned in this section.

Tab 6 – Jackson County Required forms: Return the following forms that have been supplied with the RFP: (1) Execution of Proposal; (2) Addenda Acknowledgement; (3) Georgia Security and Immigration Compliance Act Forms; (4) Vendor forms (vendor must also register on-line at www.vendorregistry.com); and W-9.

Scope of Work

The vendor offering a proposal to this RFP will be required to provide the services and meet the standards set forth herein. Detailed information on how these requirements are to be fulfilled by the vendor should be outlined in Tab 4 – Proposal of the vendor's submission.

- a. **Hardware and Software:** The vendor will provide all the necessary hardware that will allow inmates to order approved commissary items on-line in the Jail pods and will grant the Jackson County Jail the necessary licenses to operate the hardware at no additional cost to the Jail. The vendor will be responsible for keeping the hardware and software updated with complete information as to commissary items available, pricing, and other terms and conditions of sales. At the termination of the contract, the Jail will return all equipment with the software to the vendor. The Jail understands that the software may contain proprietary information and will not disclose, reproduce, transfer, or use the software and/or documentation for any purposes other than those specifically allowed by the terms set forth when the contract is signed without specific written permission for the vendor. The Jackson County Jail will be responsible to ensure power and internet access is available for the hardware provided by the vendor.
- b. **Deposit Services:** The vendor will facilitate family deposits to inmate accounts via website, toll free phone number, and deposit kiosk placed in a mutually agreeable site within the Jackson County Jail facility. The Jackson County Jail will be responsible for providing power and internet access to the kiosk. The vendor will guarantee that family deposits to inmate accounts are deposited to the appropriate Jackson County Inmate Account on a nightly basis by Electronic Funds Transfer from the vendor to the Jail's designated account. The Jackson County Jail will be responsible for accounting for the individual inmate funds from the information provide to the Jail by the vendor.
- c. **Menu:** Product selection and pricing will be agreed upon by the Jackson County Jail and the vendor. Menu selections will be reviewed as needed but no less than annually. All changes must be approved by the Jail. Price adjustments may be made annually on the contract anniversary date but must be reviewed and approved by the Jackson County Jail in advance of the price change.
- d. **Commissary Service Operations:** On a weekly basis as agreed upon by the vendor and the Jackson County Jail, the vendor will download all inmate orders for commissary items and deliver these items to the Jail. The vendor will bag, box, and ship the commissary items to the Jackson County Jail and will bill the Jail for the purchases. The Jail will be responsible for the distribution of commissary orders to the appropriate inmate when the vendor delivers the orders to the facility.
- e. **Payment for Commissary Service Operations:** The vendor will invoice the Jackson County Jail each week for commissary services with an invoice paid under the terms

- of “net 30”. The invoice will contain the necessary information to allow the Jail to charge each individual inmate account for their purchases. The Jail will pay the vendor from the Inmate Trust Account.
- f. Service Fee: The Jackson County Jail will be paid a service fee for engaging the vendor to be the sole provider of Inmate Commissary Services. The amount of this fee will be calculated as a percent of Adjusted Gross Sales and will be listed on the RFP Price Proposal Sheet provided in this RFP. Adjusted Gross Sales is defined as Gross Sales less the sales of noncommissioned items as reviewed and agreed upon by the Jail from the Price Proposal Sheet submitted with the proposal.
 - g. Other Considerations: Each vendor may have their own special requirements that enable them to provide outstanding commissary services. Therefore, the vendor should outline these items in their proposal so that the Jackson County Jail will be able to negotiate, if necessary, these considerations.

Evaluation Process

The Sheriff of Jackson County, Georgia will assemble a team to review a proposals received by the submission date and time outlined in the RFP. The team will evaluate the proposals based upon the following criteria:

- a. Licenses and Certifications – 15 points
- b. References – 30 points
- c. Proposal – 50 points
- d. Service Fee Proposal – 5 points

Once each team member has scored each proposal, the total number of points will be added together to find the vendors with the highest scores. The Jackson County Sheriff may elect to engage in final negotiations and award the contract to the vendor with the highest evaluation scoring or may require interviews/final negotiations with the multiple vendors based upon their standing in the evaluation scoring process. The number of interviews, if desired, is at the discretion of the Sheriff.

Contract Award

After evaluation, scoring, and final negotiations, the vendor selected by the Sheriff of Jackson County, Georgia and the Sheriff will approve the contract and any addendum of clarification resulting from final negotiations and execute the contract.

4. Property Description:

Inmate Commissary Services for the Jackson County Jail will be provided at 555 Stan Evans Drive, Jefferson, Georgia 30549.

5. Administration:

The project will be administered by the Sheriff of Jackson County, Georgia through the Captain in charge of daily jail operations who will be the main point of contact for all questions during the contract period.

6. Procedures and Miscellaneous Items:

- A. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated to all firms responding to this RFP.
- B. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the Jackson County, Georgia. All such materials shall remain the property of the Jackson County and will not be returned to the respondent.
- C. All respondents to this RFP shall hold harmless the Jackson County Government, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Sheriff of Jackson County, Georgia reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Sheriff of Jackson County, Georgia also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Sheriff Jackson County, Georgia shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- D. The RFP is subject to the provisions of the Jackson County Purchasing Manual and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
- E. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, the Sheriff of Jackson County, Georgia and/or the Jackson County Purchasing Manager reserve the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- F. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
- G. In case of failure to deliver goods in accordance with the contact terms and conditions, Jackson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Jackson County may have.
- H. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.

- I. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then contractor shall comply with applicable federal, state, and local laws and regulations.
- J. It is understood and agreed between the parties herein that Jackson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7. Final Selection:

Following review of all qualified proposals, selection of a suitable vendor, and preliminary contract negotiations, a recommendation will be made to the Jackson County Board of Commissioners by the project representative. Following Commission approval, the County will complete contract negotiations.

The Jackson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every vendor submitting a proposal must complete the form showing compliance with the **Illegal Immigration Reform and Enforcement Act of 2011, OCGA §13-10-90(b)(1)**. The form is provided with this RFP package.

RFP 5303-01 PRICE PROPOSAL

COMPANY NAME: _____

The vendor offers to pay the Sheriff of Jackson County, Georgia a Service Fee as defined in the RFP in the amount of:

_____ percent of Adjusted Gross Sales.

Adjusted Gross Sales is calculated as Gross Sales less the Sales of Noncommissioned Items:
The following is a list of items the vendor considers to be Noncommissioned Items:

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Qualifications**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name

Federal ID #

Address

Phone

Fax

Email

Authorized Signature

Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

ADDENDA ACKNOWLEDGEMENT

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

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative (Signature) (Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

Illegal Immigration Reform and Enforcement Act of 2011
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

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 Jackson 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 and 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:

E-Verify Employment Eligibility Verification User Identification Number

Date of Authorization to Use Federal Work Authorization Program

NAME OF CONTRACTOR

Inmate Commissary Services at the Jackson County Jail
Name of Project

The Sheriff of Jackson County, Georgia
Name of Public Employer

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

Executed on _____, _____, 20__ 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 _____, 20__

Notary Public

My Commission Expires: _____

SAMPLE CONTRACT

This Agreement made and entered into this ____ Day of _____, Two Thousand and Fifteen,

BETWEEN

The Owner: The Sheriff of Jackson County, Georgia
555 Stan Evans Drive
Jefferson, Georgia 30549

And the Contractor: **Company Name**
 Company Address
 City, Georgia Zip

PROJECT: INMATE COMMISSARY SERVICES AT THE JACKSON COUNTY JAIL

WITNESSETH: That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions required by the Specifications outlined in the Jackson County Request for Proposal 5303-01 to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, General Terms and Conditions and this Agreement, including all work shown on Plans and Technical Specifications and listed in the conditions, provisions and specification to wit:

ARTICLE 1

The Contract Documents

The Contract Documents consist of this Agreement, the Jackson County Request for Proposal (RFP) 5303-01, the supporting drawings and specifications, the Contractor's Response to RFP 5303-01, including the Contractor Affidavit and Agreement, Addenda issued prior to execution of this Agreement, and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

The Work

The Contractor shall perform all work required by the Contract Documents for:

PROJECT: INMATE COMMISSARY SERVICES AT THE JACKSON COUNTY JAIL

All Work performed under this contract is subject to inspection by the Sheriff of Jackson County, Georgia of the Staff Officers assigned by the Sheriff to ensure contract compliance and to liaison with the Contractor. It shall be the Contractor's responsibility to coordinate with the Sheriff of

Jackson County, Georgia or the Staff Officer designated by the Sheriff to ensure daily compliance with the contract requirements. All Work shall meet or exceed all Federal, State, and local requirements.

ARTICLE 3

Georgia Illegal Immigration Reform and Enforcement Act of 2011

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to RFP 5303-01 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contract, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction.

ARTICLE 4

Time of Commencement and Completion

The Work to be performed under this Contract shall commence on **DATE** and shall continue for a period on one (1) year. By written addendum to this Contract, the Contract may be extended for a period of one (1) year. The total number of extensions may not exceed four (4) years for a total contract period of five (5) years from the original start date. After five years, a solicitation must be released to request proposals for a new contract.

ARTICLE 5

Contract Price

The Contractor shall be paid for commissary services provided to individual inmates housed in the Jackson County Jail from individual inmate funds available to the inmate. The Contractor shall pay the Sheriff of Jackson County, Georgia a commission in the amount of **XX** percent of Adjusted Gross Sales as defined in the RFP. This commission shall be paid to the Sheriff of Jackson County within ten (10) days of the close out of each month of services provided. Supporting documentation shall be provided by the Contractor to the Sheriff of Jackson County, Georgia to enable the Sheriff to validate payment.

ARTICLE 6

Payment

The commission shall be paid to the Sheriff of Jackson County within ten (10) days of the close out of each month of services provided. Supporting documentation shall be provided by the Contractor to the Sheriff of Jackson County, Georgia to enable the Sheriff to validate payment. Prior to the start of the Contract, the Contractor will be required to meet with the Sheriff of Jackson County, Georgia to review and approve the documentation that must be provided.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

OWNER:
The Sheriff of Jackson County, Georgia

CONTRACTOR:
Company Name

BY: Janis Mangum, Sheriff

BY: Representative

ATTEST:

ATTEST:

Notary Public

Notary Public



Jackson County Purchasing
67 Athens Street
Jefferson, Georgia 30549
Fax: 706-367-1505

Print Form

Submit by Email

Please complete the Vendor Master Form that will be compiled by the Purchasing Department to create a Bidder's List. By completing this form, your company will be added to the Jackson County Purchasing Vendor Master List.

VENDOR MASTER INFORMATION (Please check the box that applies)

VENDOR # _____ (Assigned)

Individual	Sole Proprietorship	Corporation	Partnership	Public Entity

VENDOR STATUS (Please check)

Principal Line of Business

Add	Active	Inactive	Change	Delete

--

VENDOR ORDER ADDRESS

Name		Phone number	()
Address		Fax number	()
		DBE/WBE (Disadvantage Business Enterprise/Women Business Enterprise)	Yes _____ No _____
City		Contact person/Title	
State		1099 Vendor	Yes _____ No _____ If marked Yes, Certificate of Insurance and Workmans Compensation Form shall be required to be presented to Purchasing before work commences.
		W9 Completed	Yes _____ No _____ W9 shall be completed if 1099 Box is checked and return to Purchasing
Zip Code			
Federal ID #		Social Security #	
E-Mail Address		Web site address	

REMITTANCE ADDRESS (If different from order address)

Name		Phone number	()
Address		Fax number	()
		Contact person/Title	
City			
State		E-Mail Address	
Zip Code		Web site address	

PURCHASING AUTHORIZATION ONLY (For questions, please call Beth White, Purchasing @ 706-367-6309 or email:

bwhite@jacksoncountygov.com

Dept/Div that will use vendor		Date entered by Purchasing	
Commodity Code		Entered by:	

Accounts Payable Certification

As a vendor doing business with the Jackson County Government, I understand that all invoices are to be sent to the following address:

Jackson County Board of Commissioners
Attention: Accounts Payable
67 Athens Street
Jefferson, GA 30549

Failure to send your invoice to this address may result in the invoice not being processed in a timely manner. However, no late fees will be paid if your invoice was not sent in compliance with these instructions.

Name Business: _____

Signature: _____

Print Name/Title: _____

Phone Number: _____

Date: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

Jackson County BOC

City, state, and ZIP code

67 Athens Street

Jefferson, GA. 30549

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,



**STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES AND USE TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER
EFFECTIVE JULY 1, 2000**

To: _____ (SUPPLIER) _____ (DATE)

(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- ☐ 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
- ☐ 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- ☐ 3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
- ☐ 4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
- ☒ 5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers.
A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
- ☐ 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.
A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
- ☐ 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

COUNTY GOVERNMENT

(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

JACKSON COUNTY GOVERNMENT

58-6000845

(PURCHASER'S FIRM NAME)

(CERTIFICATE OF REGISTRATION NO.)

67 ATHENS STREET, JEFFERSON, GEORGIA 30549

(ADDRESS)

By Logan H. Propes
(SIGNATURE)

Title **LOGAN PROPEs, FINANCE DIRECTOR**
(OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.



JACKSON COUNTY FINANCE DEPARTMENT

67 Athens Street
Jefferson, Georgia 30549-1401

PHONE: (706) 367-6313 FAX: (706) 367-1505

Logan Propes
DIRECTOR

November 19, 2014

To All Vendors

Dear Vendor:

The Jackson County Board of Commissioners is incorporating EFT (Electronic Fund Transfers) as a form of payment to our vendors. The EFT will be available at this time only for vendors with commercial bank accounts. Attached is the form that needs to be filled out in order to set up your company for EFT payments. Please note the bottom part of the form needs to be completed by your bank because some banks have different routing and transit numbers for ACH transactions. Having the bank complete this portion of the form will ensure the right information is being set up in our Financial Software. Before any payment gets processed through EFT, a pre-note will be sent to your bank. This normally shows a \$0.00 transaction on your account. If everything goes well with the pre-note, then we will start issuing EFT payments to your company. Each EFT vendor will receive an EFT Advice each time a payment gets issued. Once the form is filled out, you can e-mail it to lbernata@jacksoncountygov.com or fax it to my attention at (706)367-1505.

Also for your convenience, the County created an e-mail account where all County invoices may be sent. This will help to expedite our Accounts Payable process, reduce your mailing cost, and minimize the chance of invoices being lost in the mail. The invoices should be sent to: invoices@jacksoncountygov.com.

If you have any questions, feel free to contact Len Bernat at (706)367-6309.

Sincerely,

A handwritten signature in blue ink, appearing to read "Logan Propes".

Logan Propes
Finance Director, Jackson County

JACKSON COUNTY ACH ENROLLMENT FORM

I (WE) _____ hereby authorize the Jackson
(Name - Please print)

County Board of Commissioners, hereinafter called the COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (our) checking/savings account indicated below and the Financial Institution named below, to credit and/or debit the same to such account.

This authority is to remain in full force and effect until the COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the COMPANY and the Financial Institution a reasonable opportunity to act on it.

Vendor/Company Name _____

Signature _____

Title _____ Date _____

E-mail Address _____

*I plan to e-mail my invoices to invoices@jacksoncountygov.com Yes _____ No _____

*****TO BE COMPLETED BY FINANCIAL INSTITUTION*****

Financial Institution _____

Address _____

City _____ State _____ Zip _____

Routing and Transit Number _____

Account Number _____

Account Type: _____ Checking _____ Savings

_____ Personal Account _____ Commercial Account

Name of Bank Official _____ Telephone _____

Signature of Bank Official _____

Title _____ Date _____