

State of Georgia
State Entity Standard Contract Form

Solicitation Title Statewide Offender Commissary Services	Solicitation Number GDC0001152	Contract Number 46700-019-GDC00001152
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1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name Georgia Department of Corrections	(hereafter called State Entity)
Contractor's Name Georgia Commissary Suppliers, LLC.	(hereafter called Contractor)

2. Contract to Begin: November 1, 2025	Date of Completion: 10/31/2026	Renewals: 4
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3. Performance Bond, if any: \$5,000,000.00	Other Bonds, if any: N/A
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4. Maximum Amount of this Contract:	Total Financial Obligation of the State Entity for the First Fiscal Year: \$28,542,454.99	Total Financial Obligation of the State Entity for each Renewal Period if Renewed:
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5. Authorized Person to Receive Contract Notices for State Entity:	Authorized Person to Receive Contract Notices for Contractor:
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6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: State Entity Contract for Goods and Ancillary Services – OPEN Exhibit 1
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Georgia Commissary Suppliers, LLC.

By (Authorized Signature) 	Date Signed 10/7/25
Printed Name and Title of Person Signing Bill Silva GCS Contract Coordinator	
Address 400 Bonneyhawk Rd., Blackshear, GA 31516	

8. **State Entity**

State Entity Name
Georgia Department of Corrections

By (Authorized Signature) 	Date Signed 10/7/2025
Printed Name and Title of Person Signing Ross Barrineau, Director of Procurement	
Address 300 Patrol Road Forsyth, GA 31029	

**STATE OF GEORGIA
STATE ENTITY STANDARD CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services - OPEN

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider of the goods and services under the Contract.
 - (ii) **"Purchase Instrument"** means the documentation issued by the State Entity to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the State Entity.
 - (iii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
 - (iv) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the goods and services that are subject to the Contract.
 - (v) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
 - (vi) **"State Entity"** means the State of Georgia governmental entity identified in the State Entity Standard Contract Form to contract with the Contractor for the goods and services identified in the Contract.
 - (vii) **"State Entity Standard Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Standard Contract Form and its incorporated documents.
 - (viii) **"State Entity Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Standard Contract Form is defined separately and referred to separately throughout the State Entity Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Standard Contract Form.
- 2. Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.

3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a quarterly written report to the State Entity.

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The State Entity shall have the option, in its sole discretion, to renew the Contract for additional renewals as defined in the State Entity Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the State Entity's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor.
3. **Contract Extension.** In the event that this State Entity Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods and services required in the RFX that comply with the specifications contained in the RFX and the terms of the Contract, plus those goods, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the State Entity, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide goods and services similar to goods and services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing.** The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFX and final pricing documents as incorporated into the State Entity Standard Contract Form and the terms of the Contract. Unless clearly stated otherwise in the State Entity Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties.

Annual price increases will be calculated at the time the option is exercised according to the following methodology:

Contract Price Adjustments

Prices are fixed for the first twelve months, and the contractor may request price adjustments to be effective on the contract renewal date. Requests must be in writing and must be received a minimum of ninety (90) days prior to the adjustment date.

Any price adjustments requests must not exceed the year over year Unadjusted percentage change in the U.S. Department of Labor Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category [1982-84=100, unless otherwise noted] based on the CPI expenditure category for each item as noted in the cost worksheet for this RFP.

The most current CPI publication at the time the price adjustment request is submitted will be used to consider price adjustment calculations. In the event the unadjusted percent change shows a decrease, GDC expects the pricing for those items to be adjusted accordingly.

2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the State Entity under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The State Entity shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State Entity for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the State Entity in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the State Entity may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the State Entity to incur costs, the State Entity may deduct the amount of such incurred costs from any amounts payable to Contractor. The

State Entity's authority to deduct such incurred costs shall not in any way affect the State Entity's authority to terminate the Contract.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the State Entity and/or the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State Entity and/or the State may set off the sum owed to the State Entity and/or the State against any sum owed by the State Entity and/or the State to the Contractor in the State Entity's sole discretion.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the State Entity to declare the Contractor in default of its obligations under the Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the State Entity's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The State Entity determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's sole discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the State Entity shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the State Entity's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the State Entity may:
- (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the State Entity may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the Contract to the State Entity up to and including the date of termination.
5. **Termination Due to Change in Law.** The State Entity shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
 - (ii) The State Entity's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the State Entity, the State Entity shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the State Entity is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State Entity under the Contract in the event of termination. The State Entity shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:

- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
- (ii) Immediately cease using and return to the State Entity, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;
- (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (iv) Cooperate in good faith with the State Entity, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the State Entity any payments made by the State Entity for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its

insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the goods constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the goods is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State Entity the right to continue using the goods;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the goods;
- (ii) Use of the goods in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the goods in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the State Entity Standard Contract Form.

J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Goods.** All goods delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other

entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform services under this Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the State Entity and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State Entity shall agree to the performance of such repairs by the State Entity upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the specific provisions of the State Entity Standard Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. If the value of this Contract is \$100,000 or more and Contractor is a company that employs more than five persons, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
4. **Sexual Harassment Prevention.** The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.
- (iii) **PRISON RAPE ELIMINATION ACT (PREA) EDUCATION.**

The Contractor agrees to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Contractor shall undergo training, as the Department sees fit, regarding the

Department's zero-tolerance policy for sexual abuse and sexual harassment and Contractor agrees to document and acknowledge in writing that the Contractor, its agents, employees, students, officials or subcontractors understands such training. The Contractor (including its employees and subcontractors) or volunteer who engages in sexual abuse shall be prohibited from contact with offenders and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. The Contractor agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any facility in which the Contractor is present.

Contractor agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. The Contractor agrees and understands that a violation of the Prison Rape Elimination Act could result in administrative sanctions, criminal sanctions, or both. The Contractor acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

5. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract 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 subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

6. Amendments. The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

7. Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the State Entity, the State, and the Contractor.

8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the parties, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either party may elect to submit the matter for mediation. Either party may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to State Entity shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of

the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

12. **Integration.** The Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
13. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
14. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
15. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
16. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the State Entity and the Contractor for the goods and services provided in connection with the Contract.
17. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
18. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:
 - (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 19. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 20. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 21. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 22. Authorization.** The persons signing this Contract represent and warrant to the other parties that:

 - (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 23. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 24. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State Entity, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the

cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

25. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
26. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
27. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
28. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
29. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
30. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State Entity is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the State Entity with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Contract, which verification is incorporated herein by reference.
31. **Certification Regarding Sales and Use Tax.** By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.
32. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

- 33. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 35. Counterparts.** The parties agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 36. Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.
- 37. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Exhibit 1

Data Security, Confidentiality, and Ownership Terms and Conditions

In the course of providing goods and/or services to the State of Georgia and governmental entities of the State pursuant to this contract, Supplier may gain access to Sensitive State Data as defined below. In such event, these Data Security Terms and Conditions shall apply.

I. DEFINITIONS AND GENERAL INFORMATION

A. Definitions. The following words shall be defined as set forth below:

1. **“Authorized Persons”** means Supplier and its employees, subcontractors, or other agents to the extent necessary for such persons to access Sensitive State Data to enable Supplier to provide goods and/or services under this Agreement.
2. **“Data Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store, or dispose of data is breached and Sensitive State Data or information technology resources is exposed to unauthorized access, use, disclosure, alteration, or theft.
3. **“Personally Identifiable Information”** includes, but is not limited to, personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; Personal Information as defined in O.C.G.A. 10-1-911 and/or any successor laws of the State of Georgia; Personally Identifiable Information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; Medical Information as defined in Georgia Code Section 32.1-127.1:05; Protected Health Information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; Nonpublic Personal Information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
4. **“Personal Data”** as defined in O.C.G.A. § 10-1-911 means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:
 - a. Social security number;
 - b. Driver's license number or state identification card number;

- c. Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;
 - d. Account passwords or personal identification numbers or other access codes; or
 - e. Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.
5. **“Sensitive State Data”** means all Personally Identifiable Information and other information that is not intentionally made available by the State on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student and personnel data and records not required to be publicly disclosed under the Georgia Open Records Act, O.C.G.A. § 50-18-72 et seq., including any plan, blueprint, or material which if made public would compromise security. Sensitive State Data includes data created or in any way originating with or on behalf of the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, Supplier’s hardware or exists in any system owned, maintained or otherwise controlled by the State or Supplier.
6. **“Security Incident”** means the potentially unauthorized access by non-Authorized Persons to Sensitive State Data that could reasonably result in the use, disclosure, alteration, or theft of the Sensitive State Data or information technology resources within the possession or control of Supplier or any cyber-attack, data breach, or identified use of malware that may create a life-safety event, substantially impair the security of data or information systems, or affect critical systems, equipment, or service delivery. A Security Incident may or may not turn into a Data Breach.

II. DATA OWNERSHIP AND PROTECTION

- A. Data Ownership. The State will own all right, title and interest, including all intellectual property rights, in its data that is related to the goods and services provided under this Agreement. Supplier shall not access Sensitive State Data, except 1) as is reasonably necessary to perform data center operations, 2) in response to service or technical issues, 3) as required by Supplier to provide the goods and services covered by this Agreement or 4) at the State’s request. Supplier has a limited, non-exclusive license to use Sensitive State Data solely for the purpose of performing its obligations under this Agreement.

B. Data Protection. Protection of personal privacy and data shall be an integral part of the business activities of Supplier and designed to ensure that there is no inappropriate or unauthorized access to or use of Sensitive State Data at any time. To this end, Supplier shall safeguard the confidentiality, integrity, and availability of Sensitive State Data and comply with the following conditions:

1. Supplier shall maintain appropriate administrative, physical, and technical security measures to safeguard against unauthorized access, use, disclosure, alteration, or theft of Sensitive State Data. Such security measures shall be in accordance with current NIST 800-53 standards commensurate with the FISMA data classification specified by the State. If no data classification is specified by the State, in accordance with the measures applicable to the FISMA moderate classification.
2. Supplier shall use industry best practices and up-to-date security tools, technologies, and practices such as network firewalls, anti-virus protections, vulnerability scans, system logging, 24x7 system monitoring, third-party penetration testing, and intrusion detection methods in providing services under this Agreement.
3. Where the security objectives of confidentiality, authentication, non-repudiation, or data integrity are categorized FISMA compliance level moderate or higher, all electronic Sensitive State Data shall be encrypted using a cryptography method specified by the State while at rest on all devices controlled by Supplier and in transit across public networks with controlled access. Unless otherwise provided in the Agreement, Supplier is responsible for encryption of the Sensitive State Data.
4. Unless otherwise provided in the Agreement Supplier shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Sensitive State Data to that which is absolutely necessary to perform job duties.
5. Supplier shall not disclose Sensitive State Data to any third party without the prior written consent of the State except as otherwise provided by the Agreement or required by law. Nor shall supplier, copy, or retain Sensitive State Data except as provided for in the RFX. Supplier shall ensure that its employees and agents who will have potential access to Sensitive State Data have passed appropriate, industry standard background screening and, where applicable, federally mandated background screening and possess the qualifications and training to comply with the terms of this Agreement. Supplier shall promote and maintain an awareness of the importance of securing Sensitive State Data among Supplier's employees and agents.

C. Data Location. In providing goods and services to the State, supplier shall access, store, and process Sensitive State Data solely from location(s) or data centers in the U.S. and Supplier shall notify State of such locations. Storage of Sensitive State Data at rest shall be located solely in location(s) or data centers in the U.S.

and Supplier shall notify State of such locations. Supplier shall not allow its personnel or Authorized Persons to store Sensitive State Data on portable devices, including personal computers, except for devices that are used and kept only at U.S. location(s) or data centers. Supplier shall only permit its personnel and consultants to remotely access Sensitive State Data as required to provide goods and services under this Agreement and shall only allow such remote access from locations within the U.S.

III. SECURITY INCIDENT AND DATA BREACH RESPONSIBILITIES

Supplier shall inform the State of any Security Incident or Data Breach.

- A. Incident Response.** Supplier may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Supplier's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Agreement. Any contacting of law enforcement on matters regarding State systems or data must be followed by a report to the Georgia Information Sharing and Analysis Center (GISAC) at (404) 561-8497.
- B. Security Incident and Data Breach Reporting Requirements.** Upon becoming aware of a Security Incident or Data Breach, Supplier shall:
 - 1. Promptly notify the State identified contact within twenty-four hours of discovery or sooner, unless shorter time is required by the Agreement or applicable law;
 - 2. Fully investigate the Security Incident or Data Breach and cooperate fully with the State's investigation of and response thereto. Except as otherwise required by law, Supplier shall not provide notice of the Security Incident or Data Breach directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the State;
 - 3. Promptly implement necessary remedial measures reasonably determined by the State; and
 - 4. Document responsible actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - 5. Supplier will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.

6. Supplier shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

IV. LIABILITY

- A. If Supplier will under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Supplier shall reimburse the State in full for all costs incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Supplier, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; a website or toll-free number and call center for affected individuals required by law, providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Data Breach or Security Incident.
- B. If Supplier will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of Sensitive State Data known as Personally Identifiable Information, the following provisions apply: In addition to any other remedies available to the State under law or equity, Supplier will reimburse the State in full for all costs reasonably incurred by the State in investigation and remediation of any Data Breach or Security Incident caused by Supplier.

V. SECURITY

- A. Data Center Audit. If applicable in the provision of the goods and services covered by this Agreement, Supplier shall ensure an independent audit or provide ISO 27001 certification of its data centers at least annually at its expense and provide a copy of the audit report upon request. A Service Organization Control (SOC) 2 Type II audit report or approved equivalent (the ISO 27001 certification, State RAMP certification, or FedRAMP certification) sets the minimum level of a third-party audit.
- B. Security Processes. Supplier shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and Supplier.
- C. Encryption of Data at Rest. For data categorized as moderate or high in Federal Information Processing Standard 199, Supplier shall ensure confidentiality and integrity of information at rest consistent with security control SC-28, Protection of Information at Rest, using control enhancement 1, Cryptographic Protection, in NIST Special Publication 800-53.

VI. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA

A. Except as otherwise expressly prohibited by law, Supplier shall:

1. Immediately notify the State of any subpoenas, warrants, or other legal orders, demands or requests received by Supplier seeking Sensitive State Data;
2. Consult with the State regarding its response;
3. Cooperate with the State's reasonable requests in connection with efforts by the State to intervene and quash or modify the legal order, demand or request; and
4. Upon the State's request, provide the State with a copy of its response.

B. If the State receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Georgia Open Records Act) or request seeking Sensitive State Data maintained by Supplier, the State shall promptly provide a copy to Supplier. Supplier shall promptly supply the State with copies of data required for the State to respond and shall cooperate with the State's reasonable requests in connection with its response.

VII. TERMINATION OBLIGATIONS

- A.** Upon termination or expiration of the Agreement, Supplier shall implement In the State's sole discretion, a secure, orderly (1) destruction of, or (2) return of Sensitive State Data in the format and at a time specified by State. Transfer to State or a third party designated by State shall occur without significant interruption of service and, to the extent technologically feasible, State shall have access to Sensitive State Data during the transfer. Following such transfer, Supplier shall securely destroy Sensitive State Data in its possession or control. Supplier shall not destroy any Sensitive State Data that has not been returned to State in the event of ongoing contract or other disputes between the parties or for so long as amounts remain payable by State.
- B.** Destroyed Sensitive State Data shall be permanently deleted and shall not be recoverable in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization, using the purge method from Appendix A, Minimum Sanitization Recommendations, for the type of media being purged. Certificates of destruction shall be provided to the State. Supplier may retain a copy of Sensitive State Data if necessary to comply with law or its applicable professional standards.

VIII. COMPLIANCE

- A.** Supplier shall comply with all applicable laws and industry standards in providing goods and services under this agreement. Any Supplier personnel visiting the State's facilities will comply with all applicable State policies regarding access to, use of, and conduct within such facilities. The State shall provide copies of such policies to Supplier upon request.
- B.** Supplier warrants that in providing goods and services to the State it is fully compliant with relevant laws, regulations, and guidance that may be applicable to the goods and services such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.
- C.** If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the goods and services provided to the State, Supplier shall, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the Request.

GDC DATA SECURITY

1. **Data Protection Requirements.** In carrying out its activities under the Agreement, each Party will observe and comply with all applicable data privacy and data protection Laws. In addition, when accessing or handling any GDC data that contains “personally identifiable information,” Vendor will comply with GDC rules that have been disclosed to Vendor relating to the use and disclosure of such information.

GDC Data Generally. As between the Parties, GDC Data will be and remain the property of GDC or its applicable customers. Vendor may not use GDC Data for any purpose other than to render the Services. No GDC Data will be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of Vendor (or any of its subcontractors). Neither Vendor nor any of its subcontractor(s) may possess or assert any lien or other right against or to GDC Data. Without limiting the generality of the foregoing, (a) Vendor may use GDC Data only as strictly necessary to render the Services and must restrict access to such information to Vendor Personnel on a strict need-to-know basis, and (b) Vendor will not download, copy, transmit or make available any GDC Data to any third party, except as expressly permitted by the Agreement.

2. **Data Security.**

2.1 Risk of Data Loss. When GDC Data is in Vendor’s possession or under Vendor’s control and an event occurs that prevents or hinders the access to or reliable use of such GDC Data, Vendor will re-create or restore such data immediately, or in any case, as soon as reasonably practicable, to the last scheduled back-up applicable to such GDC Data in accordance with Vendor’s responsibilities under the Agreement. Any such re-creation or restoration will be at Vendor’s expense and GDC will not be subject to any charge in connection therewith.

2.2 Data Security Measures.

- (a) Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of GDC Data. Such security measures shall be in accordance with (a) GDC rules (including Internal Revenue Code 6103 et seq., IRS Publication 1075, Social Security Administration Data Security Standard, Criminal Justice Information System Data Security Standard, HITECH Act and HIPAA Security Rules, MARS-E and the Affordable Care Act, and FERPA), (b) the Federal Information Security Management Act (or FISMA), 44 U.S.C. § 3541, et seq., and
(c) to the extent applicable, the National Institute of Standards and Technology (NIST) 800-53 standards.

- (b) Except as may be expressly agreed otherwise by GDC, all GDC Data “at rest” in Vendor’s systems or otherwise within Vendor’s control must reside within the United States at all times.
- (c) To the extent Vendor removes GDC Data from any media that is taken out of service that is under Vendor’s control, Vendor will securely erase such media in accordance with GDC rules. Under no circumstances will Vendor use or re-use media on which GDC Data has been stored to store data of any other customer of Vendor or to deliver data to a third party, including another customer of Vendor, unless such GDC has been securely erased in accordance with GDC rules.

2.3 Backups and Availability of GDC Data.

GDC will have the right to establish backup security for any GDC Data and to keep backup files for such GDC Data in its possession if it chooses. Vendor will provide GDC with downloads of GDC Data, as requested or directed by GDC, to enable GDC to maintain such backup copies. GDC Data will be returned or otherwise provided to GDC (and its other customers), upon request, in the form and format as requested by GDC (or such other customers). Vendor will never refuse for any reason, including GDC’s material breach of the Agreement, to provide GDC (and such customers) with the GDC Data in accordance with this Section.

3. Security Incident.

3.1 Vendor will promptly notify GDC in the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance or incident that compromises, or could reasonably be expected to compromise, the security of any “personally identifiable information” (as such term is defined under applicable Law), including any circumstance pursuant to which applicable Law requires notification to be given to affected individuals or regulators.

3.2 If Vendor’s breach of the Agreement results in any incident described in Section 4.1 above, then Vendor shall reimburse GDC for any reasonable associated expenses, including the cost of any required legal compliance (e.g., notices required by applicable Law), the expenses related to the investigation and remediation of the incident, and any identity protection services made available to affected individuals.



Contracting with State Entities

The following provisions are applicable to State offices, agencies, departments boards, bureaus, commissions, institutions, agencies, boards, commissions, and other entities of the state procuring goods and/or services pursuant to O.C.G.A. § 50-5-50 et seq. ("State Entities").

Please be advised that State Entities are unable to agree to certain revisions to the standard state contract. Revisions that would provide an unfair competitive advantage, including but not limited to those that materially change the terms or the requirements of the solicitation, will be rejected by the State. Please note that this guidance is not all-inclusive, and State Entities reserve the right to negotiate all terms and conditions. If a supplier and a State Entity are unable to come to mutually agreeable terms, the supplier will not be awarded a contract.

1. Indemnification and/or hold harmless.

As provided under O.C.G.A § 50-5-64.1(a)(1)(A), contracts shall not contain a term that requires State Entities to defend, indemnify, or hold harmless another person (the term "person" also includes "corporations," see O.C.G.A. § 1-3-3 and O.C.G.A. § 1-2-1). Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Moreover, State Entities are prohibited by the Georgia Constitution from agreeing to any such provision as they have been determined to violate the prohibition against gratuities, , pledges of the State's credit, and an unauthorized waiver of sovereign immunity. (Ga. Const. Art. VII, § IV, ¶ VIII; Ga. Const. Art. III. Sec. VI, Par. VI; 1980 Op. Att'y Gen. 80-67; 1974 Op. Att'y Gen. 74-115; 1980 Op. Att'y Gen. 80-67.)

2. The Georgia Attorney General Represents the State of Georgia.

Pursuant to Ga. Const Art. V, § III, ¶ IV and O.C.G.A. § 45-15-3, the Attorney General represents the state of Georgia. Additionally, O.C.G.A § 50-5-64.1(a)(2)(A) provides that contracts shall not contain a term that provides for a person other than the Attorney General to serve as legal counsel for the state or for any agency, authority, board, bureau, commission, department, institution, or any entity thereof. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

3. Warranty/Guarantee.

Any provision that requires a State Entity to unconditionally assure or promise a certain result or outcome. The Attorney General has advised that warranty provisions requiring State Entities to provide a warranty violate the prohibition against pledges of the State's credit and the prohibition against gratuities by the State. The reason is that resources may have to be expended to satisfy such warranty or guarantee.

4. Venue.

As provided under O.C.G.A § 50-5-64.1(a)(2)(B), contracts shall not contain a term that provides for a venue for any action or dispute other than the Superior Court of Fulton County, Georgia. Any such provision in a contract shall be deemed void and the contract shall otherwise enforceable as if it did not contain such term. See also O.C.G.A. § 50-21-1.

5. Governing Law.

As provided under O.C.G.A § 50-5-64.1(a)(2)(C), contracts shall not contain a term that provides for the contract to be construed in accordance with the laws of another state. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

6. Requirements that the Department pay taxes, interest, penalty fees or cancellation charges, litigation costs, or attorney's fees.

- **ATTORNEY'S FEES/COSTS.** State Entities will not agree to pay attorney's fees or costs. The rationale is that such a payment would pledge the credit of the state in violation of Ga. Const. Art. VII, § IV, ¶ VIII and would be a violation of the gratuities clause of the Georgia Constitution. See [Ga. Const. Art. III, § VI, ¶ VI](#).
- **DAMAGES.** The inclusion of indirect, consequential, or incidental damages payable by a State Entity are generally not acceptable.
- **INTEREST.** Except as otherwise explicitly permitted by law, the Department and State Entities will not agree to pay interest. The Attorney General has advised the Department that payment of interest would pledge the credit of the state, be prohibited by the gratuities clause of the constitution, and that the Department lacks statutory authority to agree to the payment of interest.
- **LATE PAYMENT/CANCELLATION CHARGES.** State Entities do not agree to pay late payment charges. This policy stems from an opinion of the Attorney General that late payment charges are in the nature of penalty/gratuity which the State is constitutionally prohibited from paying. Agreeing to pay such charges would also pledge the credit of the state in violation of the constitution. 1974 Op. Att'y Gen. 74-115.
- **TAXES.** The State is exempt from most taxes and generally will not agree to contract language which requires the payment of taxes. State Entities will not agree to reimburse the supplier for the payment of taxes. However, State Entities will agree to language that states "the State Entity will pay taxes lawfully imposed upon it."

7. Binding arbitration or waiver of jury trial.

As provided under O.C.G.A § 50-5-64.1(a)(2)(D), contracts shall not contain a term that provides for binding arbitration. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Further, State Entities do not maintain the authority to agree to waiver of a jury trial, as State law provides that the Attorney General has exclusive authority and control over all matters of litigation or potential litigation involving State agencies. Pre-litigation contractual waivers of jury trial are not enforceable in Georgia. *Bank South, N.A. v. Howard*, 264 Ga. 339 (1994).

8. Any provision requiring a State Entity to be bound by terms and conditions that are unknown at the time of signing the agreement.

As provided under O.C.G.A § 50-5-64.1(a)(1)(B), contracts shall not contain a term that requires State Entities to be bound by terms and conditions that are unknown at the time of signing such contract or which may be unilaterally changed. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

State Entities will not agree to contract provisions that incorporate additional obligations by references to terms and conditions located at a specific web address, as those provisions may be unilaterally changed.

9. Best efforts provisions that require the expenditure of any funds or efforts necessary to meet the obligations of a contract, even if such efforts exceed the dollar amount of the contract.

State Entities will not agree to best efforts provisions that require the expenditure of any funds or efforts necessary to meet the obligations of a contract which exceed the dollar amount of the contract. Similar to warranties and/or guarantees, such provisions violate the prohibition against pledging the State's credit. (Refer to discussion of warranties above for more information).

10. Contractual provisions which require a State Entity to accept the risk of loss of items or goods during delivery.

As a general rule, State Entities do not accept risk of loss until receipt of the items or goods.

11. Contractual clauses that require a State Entity to purchase insurance policies.

State law provides for the Department of Administrative Services to procure insurance for State entities. State Entities are covered by the Tort Claims Act and the State of Georgia Broad Form Insurance that is administered by the Department of Administrative Services. O.C.G.A. § 50-21-34(a) provides that tort claims against the state may only be paid from insurance provided under the Tort Claims Act. DOAS will not name an additional insured under these policies.

12. No Automatic renewals for agreements obligating state appropriated funds.

As provided under O.C.G.A § 50-5-64.1(a)(2)(E), contracts shall not contain a term that provides for an automatic renewal such that state funds are or would be obligated in subsequent fiscal years. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term. Automatic renewals also pledge the credit of the state in violation of the constitution. 1974 Op. Att'y Gen. 74-115.

13. Multiyear Lease, Lease Purchase, and Purchase Contracts.

Pursuant to O.C.G.A. § 50-5-64, Multiyear agreements must meet the following requirements:

- (1) unless (a) all funds required for the contract are maintained by the State Entity in hand at the time of contract execution (meaning that the State Entity has all funds necessary to pay the multiyear obligations and no additional appropriation or revenue are necessary for the State Entity to meet its contractual payment obligations) and (b) all such funds are obligated via State Entity accounting up front, typically via Purchase Order Incumbrance: See 1980 Att'y Gen Op. 80-163
- (2) Standard form – O.C.G.A. § 50-5-64(a) requires that leases and lease purchase agreements shall only be executed on a standard form developed by DOAS.
- (3) Termination of Contract – Contract terminates absolutely at the close of the fiscal year in which it is executed and the fiscal year for any renewals. O.C.G.A. § 50-5-64(a)(1).
- (4) No Automatic Renewals - Contract terminates at the end of each fiscal year and can only be renewed by positive action taken by the agency. O.C.G.A. § 50-5-64(a)(2).
- (5) Funding – Contract terminates immediately when funding is no longer available. Agency makes determination as to whether funds are unavailable at its sole discretion. O.C.G.A. § 50-5-64(a)(3).
- (6) Listing of Obligation – Contract must list total obligation for the fiscal year and any obligations for renewals. O.C.G.A. § 50-5-64(a)(4).
- (7) Title - Title to any goods or equipment remain with the supplier until fully paid by the agency. O.C.G.A. § 50-5-64(a)(5). However, for lease purchases agreements, O.C.G.A. § 50-5-65(b) allows agencies to accept title upon execution of the DOAS standard form. Agencies can also transfer title back to the vendor if the agreement is not fully consummated.
- (8) Interest – Lease Agreement can provide for the payment of interest. O.C.G.A. § 50-5-64(d).

14. No liens, security interest, or UCC Filings.

The execution or levy against state funds or property is not permitted as there is no waiver of sovereign immunity for such actions in the Constitution or by the General Assembly, security interests, or UCC filings. Agencies only have powers conferred by the legislature. State agencies do not have the authority to grant security interests in public property. *Dekalb County v. J&A Pipeline Co.*, 263 Ga. 645 (1993).

15. Unconditional contract payments.

Agencies generally cannot agree to unconditional payments. Any assignment of the Supplier's right to receive payment must be subject to all of the Agency's defenses. As a practical matter, if a dispute arises, the agency needs to be able to resolve the dispute. This is particularly problematic in financing agreements, as a dispute may arise between the vendor providing the equipment and the agency and yet the Agreement requires the agency to continue paying the financing company. This may constitute as a gratuity, which is prohibited under the State Constitution. See Ga. Const. Art. III. § VI, ¶ VI). Additionally, State Entities are prohibited from incurring debt except as provided by law. Ga. Const. Art. VII, Sec. IV, Par. I; Ga. Const. Art. VII, Sec. IV, Par. VIII; O.C.G.A. § 50-17-24.

16. No upfront payments for goods/services.

State Entities are generally not authorized to make payment prior to receipt of goods/services. (Pursuant to the State of Georgia Accounting Procedures Manual, payables for normal operating expenditures should be recognized when the goods and services have been received. Accounting Manual Reference: Section: Vendor Management; Subsection: Payment Method).

17. Drug Free Workplace.

Pursuant to O.C.G.A. § 50-24-3 and § 50-24-4, the State Entities must include in contracts with contractors as defined in O.C.G.A. § 50-24-2 specific certifications regarding the provision of a drug free workplace and prohibition against engaging in certain activities relating to unlawful drug-related activities.

18. Confidentiality.

As provided under O.C.G.A § 50-5-64.1(a)(3), contracts shall not contain a term that is inconsistent with the provisions of Article 4 of Chapter 18 of Title 50, relating to open records. Any such provision in a contract shall be deemed void and the contract shall be otherwise enforceable as if it did not contain such term.

Any confidentiality provisions in a contract must be subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., as State Entities are public agencies of the State of Georgia and subject to other requirements of law or court order. Additionally, the Georgia Department of Administrative Services generally considers pricing information to be subject to public disclosure. See *State Rd. & Tollway Auth. v. Elec. Transaction Consultants Corp.*, 306 Ga. App. 487 (2010).

19. No Boycott of Israel.

Pursuant to O.C.G.A. § 50-5-85, the state shall not enter into a contract related to construction or the provision of services, supplies, or information technology with a total value of \$100,000 or greater with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in, and agrees for the duration of the contract, not to engage in a boycott of Israel.

20. Joint Ownership.

In general, the State is constitutionally prohibited from becoming a joint owner or stockholder in or with any individual, company, association, or corporation. Therefore, State Entities are generally prohibited from agreeing to joint ownership of intellectual property. See Ga. Const. Art. VII § IV, ¶ VIII.

21. E-Verify.

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant 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 same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-verify requirements can be found at:

<http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>

22. Benefits Based Funded Contracts (aka Cost Savings Contracts).

Benefits Based Funding Contracts, also referred to as "Cost Savings Contracts" are contracts where private companies assume financial risk for the success of a project and are then paid by the State Entity from the calculated savings or revenue gains generated from the project. While these projects may be appealing because they are designed to fund improvement initiatives without placing an additional financial burden on the State Entity, there are legal constraints in implementing these types of contracts. For example, unless specifically authorized in the Constitution, the State's credit cannot be pledged. Any liability which is not required to be discharged by money already in the treasury, or by taxes to be levied during the year in which the contract under which the liability arises was made, is a debt within the meaning of the constitution. A contract violating the Constitutional prohibition on pledging the State's credit is void.

Additionally, Public officials may not charge fees or collect money except as authorized by law. Except under limited circumstances, monies collected by a state agency must be deposited into the general fund of the state treasury. Money may be withdrawn from the treasury only by appropriation made by law. Appropriations may not be "earmarked" for any special purpose and all revenues not contractually obligated lapse at the end of the year.

O.C.G.A. § 50-5-77 was implemented to increase flexibility in procuring benefits based funded contracts. In the event that the provisions of O.C.G.A. § 50-5-77 cannot be met for this type of contract, the Department of Law should be consulted for further guidance.



State of Georgia

State Entity: Georgia Department of Corrections

Electronic Request for Proposals ("eRFP")

Event Name: Statewide Offender Commissary Services

eRFP (Event) Number: 46700-GDC0001152

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified supplier who will provide **Statewide Offender Commissary Services** to the **Georgia Department of Corrections** (hereinafter, "the State Entity") as further described in this eRFP. The Department of Administrative Services is issuing this eRFP on behalf of the State Entity.

The Georgia Department of Corrections (GDC) has a need for commissary services at correctional facilities statewide including state prisons and probation detention centers (currently forty-seven (47) facilities). The proposed solutions shall provide delivery of all commissary products on the approved Master Product List, a web-based financial accounting and inventory tracking system, and any related equipment, such as shelving, required by GDC commissaries.

Security is a top priority for the GDC. The awarded supplier shall make all reasonable efforts to prevent the introduction of contraband into GDC facilities while performing the duties of this contract. The awarded supplier shall fully cooperate with GDC staff in the event an investigation involves the goods and/or services provided by the supplier to GDC through this contract.

GDC anticipates having a single Statewide Offender Commissary Services contract with a Supplier to provide commissary products from a standardized Master Product List at a fixed cost to all GDC facilities. Each facility will receive a single weekly delivery of all ordered commissary items at a specified time, with delivery made according to the specifications of each facility as further noted in this RFP. The awarded Supplier will provide an invoice with each delivery. Invoices are processed weekly. Store purchases made by offenders are processed and paid through an internal GDC offender management system known as SCRIBE in conjunction with financial accounting and inventory tracking system. The weekly spending limit per offender is currently \$80.00 which does not include items classified as electronic items on the Master Product List.

The existing Supplier for commissary services provides a full financial accounting and inventory tracking system called CACTAS. Any successful supplier responding to this RFP must provide a system that meets all the performance requirements as stated in Attachment B Scope of Services. Should new technology become available during the contract period, GDC requires the supplier to support integration. Examples may include kiosk systems or the use of tablets or other handheld devices. The commissary supplier will not be responsible for providing future hardware associated with kiosks or tablet systems.

The supplier must be adaptable to changes to the contract, such as new facilities being opened and/or facility mission changes, which may increase or decrease the number of facilities with offender commissaries. GDC commissary sales account for over \$24 million in purchases annually as noted in Attachment Q - Invoice Value FY24. Although award of this contract does not guarantee any specific volume of sales the awarded supplier can expect significant sales volume based on historical spending patterns and purchase activity which are anticipated to be sustainable throughout the term of any resultant

contract. Furthermore, in response to this eRFP, GDC expects to receive significantly lower competitive pricing that takes into consideration historical purchase volumes.

GDC has coordinated a tour schedule of three (3) correctional facilities for Suppliers interested in submitting proposal in response to this eRFP. **Attendance during each visit is mandatory.**

Any Supplier that does not have a representative present during the date and time arranged by GDC for each site, will be deemed ineligible to provide a proposal for this solicitation. Please submit confirmation of interest in attending with a completed copy of the GDC Criminal Drivers History Consent Form (Attachment S) by sending an email to the Issuing Officer (Barbara.Burns@doas.ga.gov). In the email, please include the name of the company, the name and title of the representative that will be attending and attach a completed background check agreement for each attendee, by no later than noon, **Monday, May 19, 2025**. Confirmation will be provided of clearance or denial of attendees via email, no later than **Wednesday, May 21, 2025**.

Please be advised that access can only be permitted with State or Federal picture identification. Suppliers will be limited to no more than two representatives during each tour. Each visitor must follow the prisons security guidelines such as adhering to the policy of no cameras, cell phones, computers or tobacco products. There will be no question-and-answer period at the facility, as this will be reserved for the mandatory pre-proposal conference. Please see the schedule of events for key dates and times related to the tours.

1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, competitive sealed proposals will be submitted in response to this eRFP. This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services ("DOAS") and all suppliers' responses must be submitted electronically in accordance with the instructions contained in Section 2 "Instructions to Suppliers" of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified supplier to provide the goods and/or services outlined in this eRFP to the State Entity. This eRFP process will be conducted to gather and evaluate responses from suppliers for potential award. All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all suppliers' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity will make a single award; however, please refer to Section 6.7 "Selection and Award" of this eRFP for information concerning the State Entity's actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

The schedule of events set out herein represents the State Entity's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of

the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on the Georgia Procurement Registry ("GPR")	N/A
Confirmation of intention to participate in prison site visits	05/19/25	5:00 p.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	06/09/25	5:00 p.m. ET
STATE PRISON SITE VISITS and BIDDER'S/OFFEROR'S CONFERENCE Locations: - Hancock State Prison 701 Prison Boulevard Sparta, GA 31087 - Johnson State Prison 290 Donovan-Harrison Rd. Wrightsville, GA 31096 - Dodge State Prison 2971 Old Bethel Road Chester, GA 31012-0276 Access can only be permitted with State or Federal picture identification. Suppliers will be limited to no more than two representatives during the tour. Each visitor must follow the facilities' security guidelines as noted in Section 2.1.4 ATTENDANCE IS MANDATORY	- Hancock State Prison – 05/28/25 - Johnson State Prison - 05/28/25 - Dodge State Prison – 06/03/25 - followed by bidder's conference	9:30 AM 2:30 PM 9:30AM
Responses to Written Questions	06/16/25	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on the GPR	See GPR
Proposal Evaluation Completed (on or about)	6 to 8 Weeks after Closing	N/A
Oral Presentations Conducted Location: To Be Determined. See Section 6.8	Time will be coordinated between Issuing Officer and Supplier.	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	8 to 9 Weeks after Closing	TBD
Negotiations with Identified suppliers (on or about); discretionary process	9 to 10 Weeks after Closing	TBD
Final Evaluation (on or about)	10 to 11 Weeks after Closing	N/A

Finalize Contract Terms	12 to 15 Weeks after closing or Nine calendar days (Check with legal if more time is needed)	N/A
Notice of Intent to Award* [NOIA] (on or about)	15 to 16 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Buyer)

Barbara Burns

Barbara.burns@doas.ga.gov

1.6. Definition of Terms

Please review the following terms:

Alternative Brands: Determined at GDC's sole discretion to be an acceptable generic option to premium brands.

CACTAS: Cashless Systems Commissary and Trust Fund Accounting Software - financial accounting and inventory tracking system; used for the purpose of ordering products, accounting for inventory, and conducting inventory management activities.

Contraband - Property items which are not explicitly authorized for possession, which were acquired through unauthorized means.

Sales Exceptions: Items sold within a store site that do not match the list maintained in the inventory management system for that location. Items may require manual additions to be managed by the vendor within a 24-hour period.

SCRIBE – GDC's internal offender management system

GDC: Georgia Department of Corrections.

Generic Products: Products with no associated brand name.

Kosher-Certified Products – All Kosher products must be certified by one of the following approved certification agencies: Orthodox Union ("OU," designated by a U inside a circle), Organized Kashrut ("OK," designated by a K inside a circle), Star-K Kosher Certification (a K inside a star), and Kosher Certification and Supervision ("KOF-K,").

Master Product List: contains a listing of all products that have been evaluated and determined to meet the performance requirements for GDC. Inclusion of a product in the MPL is not an endorsement by GDC.

Must Have Products: Nationally available resale items procured by brand name, which suppliers must offer to be considered for award. No alternative brands will be considered for these products. These items are regularly sold outside commissary stores, such as commercial grocery stores and other retail operations, under the same brand name. (examples include Coca-Cola, Nestle, Kellogg's, and Lay's)

Supplier(s) – companies desiring to do business with the State of Georgia.

State Entity – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Any special terms or words which are not identified in this State Entity eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFP.

1.7. Contract Term

The initial term of the contract(s) is for one calendar year(s) from the execution date of the contract(s). The State Entity shall have four (4), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity’s continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFP, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State’s web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the supplier’s use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDING_PAGE.GBL?&

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until the final award is announced (or the eRFP is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders/Offerors’ conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 “Issuing Officer” of this eRFP. No questions other than written will be

accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

2.1.4. Attending Bidders/Offerors' Conference

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Attendance is mandatory, a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. Each company attending the site visits will only be allowed to have 2 representatives present. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

The following guidelines must be adhered to during the site visit:

- No electronic devices are allowed to include but not be limited to Cell phones, tablets, or smart watches.
- Please ensure that ALL visitors are dressed in professional attire. No denim/no jeans and no shorts.
- Photo ID required for facility entry.
- No weapons or metal.
- No tobacco.

2.1.5. State's Right to Request Additional Information – Supplier's Responsibility

Prior to contract award, the State Entity must be assured that the selected supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the supplier's ability to perform, if awarded, the State Entity has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; State's Right to Waive Immaterial Deviation

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State Entity to reject responses **that do not contain all elements and information requested in this**

eRFP. A supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the State Entity on a case-by-case basis.

2.1.8. State's Right to Amend and/or Cancel the eRFP

The State Entity reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. Suppliers are encouraged to frequently check the eRFP for additional information. Finally, the State Entity reserves the right to cancel this eRFP at any time.

2.1.9. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.10. Costs for Preparing Responses

Each supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the supplier. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to the State Entity's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

The State Entity is allowed to assess a reasonable charge to defray the cost of reproducing documents. A state employee should be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.1 Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret”

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary,” or “Trade Secret.” and specify the statutory exemption. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. PLEASE NOTE: Even though information (financial or other information) submitted by a supplier may be marked as "confidential", "proprietary", etc., the State will make its own determination regarding what information may or may not be withheld from disclosure.

2.1.12.2 Submission of Redacted Copies

If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the vendor’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential", "proprietary", “trade secret” etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information.

2.1.12.3 Trade Secret

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include **with its bid/proposal submission, an affidavit indicating the specific information** that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the vendor’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. In general, the State does not consider pricing information to be trade secret. *See State Rd. & Tollway Auth. V. Elec. Transaction Consultants Corp. 306 Ga. App. 487; 702 S.E. 2d 486 (2010).*

2.1.13. Registered Lobbyists

By submitting a response to this eRFP, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.1.14. Supplier Debriefing Process

For all solicitations issued on or after November 1, 2020 that result in a contract award of \$250,000 or more, unsuccessful suppliers may request a supplier debriefing from the State Entity in accordance with the *Georgia Procurement Manual*, Section 6.6. The purpose of a supplier debriefing is to share information about the evaluation and award process. Unsuccessful suppliers can benefit from supplier debriefings by enhancing their understanding of the procurement process and gaining insights to improve the competitiveness of their responses to future solicitations. The supplier debriefing is not an adversarial proceeding and may not be used to challenge the state entity's selection. For more information, including the process and deadline for requesting a supplier debriefing, please review the *Georgia Procurement Manual*, Section 6.6.

2.2. Submittal Instructions

Submittal Instructions for Team Georgia Marketplace™

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Suppliers are required to access, print and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the supplier successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFP is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFP using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <https://doas.ga.gov/state-purchasing/supplier-training>

2.2.2. eRFP Review

The eRFP (or "Sourcing Event") consists of the following: this document, entitled "The State Entity eRFP Document", and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the "header" level of the Event. Please select "View/Add General Comments & Attachments", which appears at the top of the screen of the

Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (The State Entity eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors”, such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.

2. Second, the State Entity may also provide documents at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost Proposal”) as well as any other documents provided by the State Entity with respect to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that the State Entity can easily organize and navigate the supplier’s response.
5. Use caution in creating electronic files to be uploaded. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the supplier, the supplier’s response may be considered incomplete and disqualified from further consideration.

7. Continue to save your response until the response is ready to be submitted. Select the “Save for Later” button at the top of the page under “Event Details” of the Event.

2.2.4. Uploading Forms

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFP to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the “View/Add General Comments & Attachments” link contains a place for the supplier to upload all of the documents and worksheets which were provided by the State Entity under the “View Event Attachments” link. Once the supplier has completed the Event Attachments, the supplier can then select “Add New Attachments” to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the “View/Add General Comments & Attachments” link of the Event. To the right of each question or bid factor, the supplier can select the “Add Comments or Attachments” link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting “Add Comments or Attachments”, the supplier should select “Upload” under the “Add New Attachments” section to browse and upload an electronic file.
3. Third, the supplier can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the supplier to select “Upload” in order to include an attachment as part of the supplier’s response. In the alternative, the supplier can also select the link “Bid”, which also appears to the right of any line items provided in the “Enter Line Bid Responses” portion of the Event. After selecting the “Bid” link, the supplier can select “View/Add Question Comments and Attachments” to upload a document.

2.2.5. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a “yes” or “no” response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the “Validate Entries” button under “Event Details” at the top portion of the Event. While the “Validate Entries” feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the “Validate Entries” feature will alert the supplier if one or more questions in the “Event Questions” section of the Event have not been answered. The “Validate Entries” feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State Entity will not consider the supplier’s use of the “Validate Entries” feature as an excuse for an error committed by the supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the “Submit Bid” button at the top of the page under the “Event Details” section of the Event. Any information entered by a supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the State Entity and will not be considered for award. Only after the supplier selects the “Submit Bid” button, will the response to the eRFP be sent electronically, time stamping the supplier’s response and sending a confirmation email to the email address of the

supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFP event number and the “View/Edit” feature for the supplier’s previous response. Please take note of the following:

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select “View/Edit”. Once the supplier has finished viewing the response, the supplier may simply exit the screen. **DO NOT SELECT “Save for Later.”** Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects “Submit” prior to the closing date and time, no response will be transmitted to the State Entity.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select “View/Edit” and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting “Save for Later.” Once revisions are complete, the supplier **MUST** select “Submit” to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFP END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier’s inability to correct errors or otherwise make revisions to the submitted response or the supplier’s inability to resubmit a response prior to the eRFP end date and time.

3. WITHDRAW/CANCEL. In the event the supplier desires to revise a previously submitted response, the supplier may select “View/Edit” and then select “Save for Later”. Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and **withdraws the originally submitted bid.** As a result, unless the supplier selects “Submit” prior to the closing date and time, no response will be transmitted to the State Entity. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the supplier’s submitted pricing.

3.1. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$500,000;
Bodily injury by disease - per employee	\$500,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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- 4) Umbrella Liability

	\$ 2,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Bonds and/or Letter of Credit

Performance Bond/Letter of Credit

The awarded supplier(s) shall be required to furnish a performance bond or an irrevocable letter of credit to the State Entity for the faithful performance on the contract in an amount equal to **\$5,000,000**. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to the State Entity within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded supplier.

For the required bonds listed below, the State Entity shall reimburse the supplier for the cost of the bond(s) in the lesser amount of either **3% of the bond value or the supplier's actual cost of purchasing the required bond(s)**. The supplier shall be reimbursed for this cost following completion of each contract term. The supplier must provide valid documentation of the actual cost of acquiring the bond(s) when the invoice for this cost is submitted to receive reimbursement for this cost.

3.3. Proposal Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the supplier and the State Entity; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and eighty (180) days** from the final solicitation closing date and that the supplier's offer may be held open for a lengthier period of time subject to the supplier's consent; and
4. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Supplier General Information", "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet" and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all of the worksheets. In the event all four worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all four worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the supplier's technical proposal.

The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit particular solutions suppliers may have available; rather, the suppliers shall propose to meet the State Entity's needs as defined in this eRFP. All claims

shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

4.1. Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected supplier. Each supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets. See Attachment B Scope of Services for detailed requirements.

4.2. Supplier General Information

Each supplier must complete all of the requested information in the electronic purchasing system using the required Bid Factors for their bid response.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.3. Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.4. Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Document**, the supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.5. Additional Scored Responses

All items labeled "Additional Scored Responses" represent information that is requested by the State Entity. Suppliers are encouraged to provide a thorough narrative description in the space provided in the **Additional Scored Response Worksheet**. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

4.6. Additional Information

As noted in Section 2.2.2 "eRFP Review", please access and review all of the attachments provided by the State Entity within the Event. If supplemental materials are requested by the State Entity to be submitted

by the supplier as part of the technical proposal, the supplier should upload these additional materials as noted in Section 2.2.4 “Uploading Forms”.

5. Cost Proposal

5.1. Cost Proposal

Each supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations and Award” of this eRFP. By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. The submitted cost must include the delivered price taking into consideration all delivery requirements at all locations, no separate delivery charges will be allowable;
3. The submitted cost shall include all financial accounting and inventory tracking system requirements, no separate IT system charges will be allowable;
4. The submitted cost proposal must provide a cost for all products listed on the cost sheet, a cost for the exact item must be provided for all “must-have” products as noted on the cost sheet, alternative products will be considered for those items noted as “generic”, GDC reserves the right to determine whether or not an alternative product is approved;
5. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
6. In the event there is discrepancy between the supplier’s unit price and extended price, the unit price shall govern;
7. In the event there is a discrepancy between (1) the supplier’s pricing as quoted on the eRFP’s provided cost worksheet and (2) the supplier’s pricing as quoted by the supplier in one or more additional documents, the former shall govern; and
8. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

5.2. Cost Structure and Additional Instructions

The State Entity’s intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier’s proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

Download the cost worksheet, complete the worksheet and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 “Uploading Forms” of this eRFP.

6. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical

and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria” of this eRFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity’s contract. The State Entity will announce the results of the eRFP as described further in Section 6.9 “Public Award Announcement” of this eRFP.

6.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal’s compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

6.2. Evaluating Proposal Factors (Section 4)

If the supplier’s proposal passes the Administrative/Preliminary Review, the supplier’s responses to Section 4 “eRFP Proposal Factors” will be submitted to the Evaluation Team for evaluation.

6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both “Mandatory” and “Mandatory Scored” Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the “Mandatory” and “Mandatory Scored” Questions are considered “Responsive Proposals” at this point in time and will be scored in accordance with the point allocation in Section 6.4 “Scoring Criteria” of this eRFP.

6.2.2. Review of Additional Scored Information Questions

For all proposals determined to be “Responsive Proposals”, the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in Section 6.4 “Scoring Criteria” of this eRFP.

The supplier will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 “Scoring Criteria.” To expedite the evaluation process, the State Entity reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

6.3.1. Cost Scoring

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The supplier deemed to have the most competitive cost proposal overall, as determined by the State Entity, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the State Entity may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the

percentage differential between the most competitive cost proposal and the specific proposal in question.

6.3.2. Georgia Enterprises for Products and Services (GEPS)

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.3.3. Total Score

The supplier's cost score will be combined with the supplier's technical score to determine the supplier's overall score (or "total combined score").

6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	600 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" and/or "Additional Scored" Responses	400 points
Total	N/A	1000 points

6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, suppliers resident in the State of Georgia will be granted the same preference over suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to suppliers resident therein over suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the State of Georgia.

6.6. Negotiations of Proposals and/or Cost Factors

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). No state entity is permitted to conduct negotiations of proposal and/or cost factors without DOAS' supervision unless DOAS has expressly authorized the state entity to conduct negotiations on its own. Although this section addresses DOAS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE STATE ENTITY URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

6.6.1. Overview of Negotiations

After the Evaluation Team has scored the suppliers' proposals, the State Entity may elect to enter into one or more rounds of negotiations with all responsive and responsible suppliers or only those

suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those suppliers included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The State Entity reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

6.6.2. Negotiation Instructions

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

- 1. Negotiation Invitation:** Those suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those suppliers identified by the State's Evaluation Team.

6.6.3. Competitive Range

If the State Entity elects to negotiate pursuant to Section 6.6, the State Entity may either (1) elect to negotiate with all responsive and responsible suppliers, (2) limit negotiations to those suppliers identified within the competitive range, or (3) limit negotiations to the number of suppliers with whom the State Entity may reasonably negotiate as defined below. In the event the State Entity elects to limit negotiations to those suppliers identified within the competitive range, the State Entity will identify the competitive range by (1) ranking suppliers' proposals from highest to lowest based on each supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the State Entity determines the number of responsive and responsible suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked suppliers as determined by the Total Combined Score.

6.6.4. Negotiation Round Completion

As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the suppliers. However, whether or not the State Entity engages in verbal discussions, any revisions the supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any supplier failing to submit timely revisions

will not be disqualified from consideration for award based on its final proposal as accepted by the State Entity.

6.7. Selection and Award

The responsive and responsible supplier receiving the highest Total Combined Score and with whom the State Entity is able to reach agreement as to contract terms will be selected for award.

6.8. Site Visits and Oral Presentations

The State Entity reserves the right to conduct site visits or to invite suppliers to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors".

All suppliers with proposals that pass the Administrative Review, and all mandatory requirements will be required to present an oral presentation/product demonstration. This will include the offeror's description of their approach, IT system to be used, ordering and delivery process and other areas related to the work scope.

All suppliers will be required to give an oral presentation and product demonstration of their proposed solution to GDC requirements. GDC will determine if the presentation will be virtual, hybrid or in person. If in person, the presentations will be conducted at **GDC's offices located at 300 Patrol Rd, Forsyth, GA**. Suppliers will be notified two weeks in advance.

6.9. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is the State Entity's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The contract that the State Entity expects to award as a result of this eRFP will be based upon the eRFP, the successful supplier's final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful supplier's final response as accepted by the State Entity" shall mean: the final cost and technical proposals submitted by the awarded supplier and any subsequent revisions to the awarded supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by the supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the supplier's objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this eRFP.

Suppliers should plan on the contract terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included

in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFP and the potential resulting contract.

Exception to Contract

By submitting a proposal, each supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be redlined with comments explaining the rationale for the proposed revision, uploaded and submitted as an attachment to the supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP. Proposed exceptions should be in compliance with Georgia law. For further information regarding contracting with entities subject to DOAS purview please see SPD-SP060 "Contracting with State Entities" provided as an attachment to this solicitation and located at <http://doas.ga.gov/state-purchasing/seven-stages-of-procurement/stage-3-solicitation-preparation#>.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. The State Entity reserves the right to proceed to discussions with the next best ranked supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. State Entity eRFP (this document)
- B. Scope of Services
- C. Mandatory Response Worksheet from Section 4.3 of this eRFP**
- D. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP**
- E. Additional Scored Response Worksheet from Section 4.5 of this eRFP
- F. Cost Worksheet from Section 5 "Cost Proposal" of this eRFP**
- G. State Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- H. Supplier Q and A Template
- I. Supplier Responsibility Questionnaire**
- J. Department of Audits Immigration and Security Form/ Contractor Affidavit eVerify Form**
- K. Tax Compliance Form**
- L. SPD-SP060 "Contracting with State Entities"
- M. SPD-SP044 Sample Trade Secret Affidavit
- N. Commissary Operations Overview
- O. GDC Data Security Requirements
- P. GDC Facility Map
- Q. Invoice Value FY 24
- R. Required Commissary Reports

- S. **205.09 – GCIC Consent Form**
- T. **205.09 – SOP Acknowledgement Statement**
- U. 205.09 (IIA07-0011) Guidelines for Civilian Workers, Consultants, and Contract Personnel
- V. **208.06 Attachment 1 –(PREA) Education Acknowledgement Statement**
- W. 208.06 Prison Rape Elimination Act (PREA)

Items bolded need to be returned with supplier's proposal.

Items bolded and italicized will need to be provided prior to begin of services.

Scope of Services:
Statewide Offender Commissary Services
eRFP # 46700-GDC0001152

The awarded supplier will provide statewide offender commissary services at correctional facilities statewide, including state prisons and probation detention centers (currently forty-seven (47) facilities) (also see *Attachment P – GDC Facility Map*). The commissary solution shall provide delivery of all commissary products on the approved Master Product List, a web-based financial accounting and inventory tracking system, and any related equipment, such as shelving, required by GDC commissaries.

Security is a top priority for the GDC. The awarded supplier shall make all reasonable efforts to prevent the introduction of contraband into GDC facilities while performing the duties of this contract. The awarded supplier shall fully cooperate with GDC staff in the event an investigation involves the goods and/or services provided by the supplier to GDC through this contract.

Each facility will receive a single weekly delivery of all ordered commissary items at a specified time with delivery made according to the specifications and requirements identified in this Scope of Service and associated contract documents. GDC Facility staff manages the pulling and delivering of commissary orders to the offenders as well as handling orders when offenders are transferred to another facility.

Should new technology become available during the contract period, GDC requires the supplier to support integration. Examples may include kiosk systems or the use of tablets or other handheld devices. The commissary supplier will not be responsible for providing future hardware associated with kiosks or tablet systems.

The supplier must be adaptable to changes to the contract such as new facilities being opened and/or facility mission changes which may increase or decrease the number of facilities with offender commissaries. GDC sales account for over \$24 million in purchases annually as noted in Attachment Q-Invoice Value FY24.

Contract Performance

Suppliers must meet the following contract performance requirements:

Master Product List (MPL)

1. All awarded products shall be available to all identified GDC facilities statewide at a fixed, delivered, all inclusive, unit price for each item.
2. **Kosher Products** – GDC requires the supplier to offer a variety (*snacks, chips, candy, drinks, meals, etc.*) of Kosher certified items. Products designated as Kosher certified must contain the Kosher symbol on the packaging
 - a. All Kosher products must be certified by one of the following approved certification agencies: Orthodox Union (“OU,” designated by a U inside a circle), Organized Kashrut (“OK,” designated by a K inside a circle), Star-K Kosher Certification (a K inside a star), and Kosher Certification and Supervision (“KOF-K,”).
3. No product substitutions should be made to a facility’s weekly order.

4. Local GDC facilities will individually order a selection and quantity of items at their discretion. These orders may or may not include the full range of approved products.
5. The GDC reserves the right to add or discontinue specific products, as necessary, to meet facility needs and/or offender preferences.
6. Supplier shall provide equal alternatives to discontinued items within ten (10) days of receipt of discontinuation notice from distributors.
7. At the sole discretion of the GDC, temporary seasonal products (primarily Christmas) may be added to the list. These items will be determined jointly by the GDC and the Supplier.
8. The GDC will entertain requests from the Supplier to add/delete products semi-annually. The decision to add/delete is at the sole discretion of the GDC.
9. The Supplier shall make no product substitutions or changes to approved MPL items without prior approval of the GDC Contract Administrator or designee. All substitutions shall comply with the original bid specifications. All changes to product bar codes shall be communicated to the GDC Contract Administrator or designee prior to delivery.
10. Ice cream (and only ice cream) may be delivered by a subsupplier; however, all orders and payments will be made through the awarded supplier. Ice cream deliveries must follow all delivery requirements. The awarded supplier is responsible for ensuring all contract requirements are met by the subsupplier.
 - a. Supplier must provide a minimum of 6 flavors packaged in individual pints at a single price per pint as detailed in the Cost Worksheet.

Ordering and Delivery Requirements

1. Deliveries shall be made by the awarded supplier to each facility individually. Facilities will submit orders a minimum of 72 business hours prior to the delivery day and time. Orders may be increased in advance of holiday weeks.
2. During state holiday weeks such as Fourth of July, Thanksgiving, Christmas, and New Years', local facilities may prefer to place one order to cover more than one week's anticipated commissary sales to accommodate staff holiday schedules. A list of state holidays will be provided each year.
3. Attachment N: Commissary Operations Overview is a supplemental document that provides locations, schedules, operational details, and equipment requirements for each respective location.
4. Commissary orders will be delivered complete and in full to each GDC facility weekly on the day and time specified in Attachment N: Commissary Operations Overview. Facility personnel shall inspect all deliveries as necessary to ensure completeness.
 - a. GDC will only allow one truck for commissary order deliveries with the exception of a separate delivery for Ice Cream.
 - b. **Late Deliveries:** If the order cannot be delivered at the specified time, due to supplier's fault, an alternate delivery time must be coordinated with the facility point of contact to

ensure the order is delivered within 24 hours of scheduled delivery time. If the order is late due to extenuating circumstances, the supplier must immediately notify the facility point of contact and also send follow-up email to the contract administrator to document the instance.

- c. The supplier must immediately notify the facility if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond control and without the fault or negligence of the supplier. In this instance, the supplier must provide an emergency alternative delivery schedule as soon as reasonably possible.
5. Commissary Orders will be delivered according to the specification of each facility. The current schedule is noted in Attachment N: Commissary Operations Overview. GDC reserves the right to modify this schedule to meet the needs of individual facilities. Changes to the delivery schedule requested by supplier may only be made with the prior approval of the GDC. Deliveries will exclude state holidays.
6. Delivery Truck Size Restrictions – GDC cannot determine the maximum allowable truck size for all facilities. During transition, the awarded supplier will be given the opportunity to validate what vehicles can be used.
7. In such a case that emergency situations at a local facility occur which prevent scheduled services from being rendered, the supplier may not be admitted into the applicable institution(s) or on state property, which would impede performance of their service. In these situations, the supplier will make every effort to return, upon notice by GDC, to perform on an alternate schedule of service. In no case shall GDC be charged for any expenses pertaining to these and similar situations.
8. All orders are to be delivered palletized, shrink-wrapped and free of contraband.
9. Products shall be securely and properly packaged for storage and stocking in clean, clearly marked packaging with items separated by item category. Packaging shall become the property of the facility.
10. All products will conform to the following packaging guidelines:
 - a. Clear packaging is preferred for all products to include bags, bottles and pouches.
 - b. Products containing pumps with springs are prohibited.
 - c. The use of metal packaging is not allowed with the following exceptions:
 - i. Shoe polish may be provided in metal canisters
 - ii. Female hair care products may be provided in metal containers
 - d. Dental floss with the exception of dental floss loops is prohibited.
 - e. Electronic products (with the exception of batteries) must be in clear plastic casing. Electronic products shall not be blue-tooth accessible or include any wi-fi capabilities.
 - i. Headphones with FM receiver will be allowed.

- f. Products with metal parts will be closely inspected.
 - g. Products containing alcohol with abuse potential are prohibited.
- 11. Ice cream orders shall be delivered according to the delivery schedule specified in Attachment N: Commissary Operations Overview.
- 12. Products shall be delivered with a minimum of three (3) weeks of the remaining shelf life with the exception of Little Debbie products, which shelf life shall be determined between the Supplier and individual locations.
- 13. Supplier must have the capability to receive and process orders submitted electronically from facilities at a minimum of once per week. The Supplier may need to fulfill a second order in the same week for backordered products depending on the items. The Supplier shall notify GDC prior to delivery if products on the MPL are not available.
- 14. Supplier will fulfill orders that may be in less than case lots.
- 15. Delivery vehicles and personnel shall be subject to inspection and search. Supplier personnel who will be entering the facility will be required to clear a GCIC criminal/driver history check run by GDC personnel. No driver will be allowed in the facility that has not had prior clearance. Supplier personnel is expected to complete GCIC criminal/driver history checks annually.
 - a. All approved drivers will be added to the "approved driver's list" which is required for the drivers to enter the GDC facilities. The supplier shall be responsible to notify the designated GDC personnel to advise of any updates to the list.
- 16. Supplier must adhere to all requirements noted in *GDC Standard Operating Procedures – Attachment U (205.09): Guidelines for Civilian Construction Workers, Consultant, and Contract Personnel* and *Attachment W (208.06): Prison Rape Elimination Act (PREA)*.
- 17. Drivers shall be identifiable by a dress code or uniform standard suitable for secured service delivery. No shorts may be worn inside the facility.
- 18. Delivery vehicles shall be maintained in good sanitary condition. Driver's compartment and cargo areas must be securable in the delivery vehicles.

Product Returns

- 1. Products may be returned to the supplier due to incorrect delivery, spoilage, product adulteration, damage, insufficient shelf life, or product recall.
- 2. Returns may be less than case lots.
- 3. The supplier will be notified of pending returns within 48 hours of receipt of product. If GDC does not notify the supplier within the allowable 48 hours for supplier notification, then GDC will absorb the cost of spoilage, unless at a later date, the product proves to have been defective at the time of delivery. The only exception is for ice cream that is damaged as a result of an equipment failure of supplier provided equipment.

4. The supplier shall pick up returns at delivery or at the next delivery following notification by GDC and will provide a full credit for damaged or incorrect items with written documentation of the credit being provided to the facility. The credit memo must be provided prior to picking up the damaged or incorrect products by the supplier. Credit memo can also be provided to the facility on site at time of pick up. The supplier may at its discretion authorize the local facility to dispose of the returned items, rather than scheduling a pick-up of returnable items but a credit memo must be received by the facility prior to destroying the items.
5. The supplier will provide full credit for electronic items when purchased through the GDC Commissary if that item malfunctions or fails to operate properly within 90 days of the date of purchase by the offender. This warranty is intended to replace items that malfunction electronically during the warranty period. It is not intended to replace items damaged through misuse. Ear bud products comparable to the Koss CL-3 Ear Buds will not carry any warranty protection. All other electronic items will carry a 90-day warranty.
 - Some items purchased may carry manufacturers' warranties beyond the 90-day warranty coverage. Any warranty coverage beyond the 90-day period from the date of item purchase is between the manufacturer and the owner of the item. Any action to recover damages beyond the 90-day period is the sole responsibility of the offender owner of the product and all action is at the offender's expense.
6. If the supplier is made aware of a product recall, the supplier shall notify the facility within 24 hours and arrange for pick up and credit within 10 calendar days.
7. GDC will not pay re-stocking fees on returned items.

Inventory Management System

At their expense, Supplier will maintain a comprehensive financial accounting and inventory tracking system with the capability of electronic ordering, receiving and invoicing, inventory management, and capable of providing sales data and reports as noted below:

Inventory Management System Specifications

The existing Supplier for commissary services provides a full financial accounting and inventory tracking system called CACTAS. Any successful supplier responding to this RFP must provide a system that meets all the performance requirements currently provided as follows:

1. The financial accounting and inventory management system **must**:
 - a. Be web-based and accessible via the internet.
 - i. GDC will provide and maintain the network for the Accounting and Inventory Management System application. The supplier will not have to provide any network capacity. However, the Accounting and Inventory Management System must be web-based and managed by the successful offeror. It will not be behind the GDC firewall.
 - b. Have the ability to conduct a nightly interface with the GDC offender management system, known as SCRIBE, to reconcile reported sales.
 - i. The nightly upload is a fixed length flat file. No integration will be needed. GDC provides the sales data. GDC does not charge a fee for providing this nightly file.

- c. Allow for paperless order entry.
 - d. Have the ability to add suppliers and edit users. The current system allows for at least three roles - ADMIN, Store, Business Office.
2. Required reporting capability:
- a. Various sales reports
 - b. Accounts payable and purchasing reports
 - c. Financial reports including income statements, balance sheets, trial balance, check register, chart of accounts, and general ledger activity,
 - d. Inventory management reports including inventory balances and backorders
 - e. Total invoiced amounts
 - f. Exception reports related to the interface with SCRIBE
 - g. Ad hoc report creation
 - h. All reports must be able to report for each individual location as well as all locations combined.
 - i. The system must capture data and produce performance reports to manage Key Performance Indicators (KPIs).
3. The system must be capable of managing commissary purchasing and receiving, including customized receivables.
4. The system must provide all inventory management tasks such as stock transfers and product returns.

Store purchases made by offenders are processed and paid through SCRIBE in conjunction with a financial accounting and inventory tracking system. The weekly spending limit per offender is \$80.00. This does not include items classified as electronic items on the Master Product List.

The supplier shall provide training for GDC staff to learn the financial accounting and inventory tracking system at no additional cost. The Supplier will provide all materials and organize the content subject to GDC approval. GDC will coordinate training to occur at its facility. Initial training must be face to face; subsequent training for the purpose of updates/refresher training may include webinars and on-line training manuals and tools. The supplier must also provide a user manual for the inventory system.

The supplier shall be responsible for all system support and scheduled maintenance, including creating ad hoc reporting and handling data exceptions.

GDC users must have access to run the reports at any time (for any date range) as described in Attachment R – Required Commissary Reports. GDC uses various reports including but not limited to manage and monitor sales, inventory and supplier performance.

Invoicing

1. The supplier will invoice each facility's order at the time of delivery. Invoices are processed weekly. Payment will be made by each facility individually. If multiple orders are made during a week, Supplier shall issue an invoice for each order separately.
2. No delivery charges shall be added to the invoice.
3. The facility will notify the supplier of items invoiced but not delivered or delivered in quantities less than that invoiced within 48 hours of receipt. A corrected invoice will be forwarded to the facility

by the supplier within 24 hours of notification of the missing items, crediting the facility in full for those items not delivered.

Performance Management

1. The supplier must participate in periodic status update meetings as requested by GDC.
2. If compliance issues arise, the supplier will be notified. The supplier must respond with corrective actions to any issues. Response must be made in writing within 48 hours. All failures must be addressed within seven (7) business days upon notification from GDC.

3. Key Performance Indicators and Benchmarking:

The supplier must track key performance indicators (KPIs) and benchmarking that is used to track continuous quality improvement activities for the commissary operations. At minimum, the supplier must track the following based on the parameters identified in the descriptions below.

- **Damage Rates** – The percentage of delivered products damaged out of the total delivered order. Damage Rate is calculated as the number of damaged products divided by the total number of items delivered. (**EXAMPLE** – if 250 items (*total quantity of units for all products*) were ordered and 30 were damaged; the damage rate would be $(30/250) \times 100 = 12\%$)
- **Fill Rates** – The percentage of orders that the supplier can fulfill from its available stock. The Fill Rate is calculated as the number of items successfully received divided by the total number of items ordered. (**EXAMPLE** – if 250 items were ordered and 225 were successfully received; the fill rate would be $(225/250) \times 100 = 90\%$)
- **Late Delivery Rate** – An order is considered late if it is not delivered within 3 hours (grace period) of the specified delivery time. The Late Delivery Rate is calculated as the number of late deliveries divided by the total number of total weekly deliveries. (**EXAMPLE** – The delivery time is set for 10AM, but supplier delivers at 3PM. Supplier is considered 2 hours late for calculation purposes.)
- **Billing Accuracy** – The total of incorrect invoices identified by GDC, reported to the supplier and that require corrections for any reason.

The KPIs will be reviewed on a quarterly basis for the overall performance agency-wide. The liquidated damages (LD) assessed for not meeting the requirements are identified in the table below. The assessed amounts will be identified and provided to the supplier within 30 days of the quarter close. Supplier shall issue a quarterly credit memo for agency-wide liquidated damages assessed for the previous quarter. Each credit memo shall itemize the KPIs listed below and include the penalty calculations that reflects the total credit amount. The credit memo must be delivered within three business days after the quarterly meeting. GDC will coordinate with the awarded supplier to determine how credit memos will be applied to the invoices.

KPI	Non-Compliance Parameters	Penalty Calculations	Clarifications
Damage Rate	More than 10%	Using the example provided above, the calculation would be 2% (percentage amount exceeding 10%) x 1% LD x total of quarterly purchases made from the supplier.	

Fill Rate	Less than 95%	Using the example provided above, the calculation would be 5% (percentage amount less than 95%) x 2% LD x total of quarterly purchases made from the supplier.	
Late Delivery Rate	Any time past the 3-hour grace period	The number of hours late multiplied by the by the average hourly rate (\$20) of the store for 3 personnel. (EXAMPLE – 2 hours late x \$60 = \$120)	The Late Deliveries will be waived for the first month of contract to allow Supplier time to adjust to routes.
Billing Accuracy	The number of incorrect invoices	The number of incorrect invoices multiplied by the approximate average hourly rate (\$20) of the store personnel.	Calculation is based on 1 hour of effort to correct each invoice.
** Notes - The average hourly rate of store personnel will be reviewed annually and will be adjusted to reflect current salaries. Supplier will be notified at least 60 days prior to renewal of any salary changes. - The calculations, which include average hourly rate of Store Personnel is based on the Supply Warehouse Clerk Supervisor position. - The “purchases made from supplier” used in calculations refers to ONLY the items purchased from the Supplier for resale in the Commissaries.			

Additional Requirements

1. Supplier shall provide a toll-free number for inquiries/problem resolution. The number shall be manned from 8:00am to 4:30pm ET Monday-Friday.
2. Supplier must respond or acknowledge any Inventory Management System failures within 1 hour of being notified. Supplier shall provide an alternative method for ensuring the commissary operations continue.

3. Transition Plan

Supplier is required to provide a transition plan which outlines the responsibilities of both parties. The transition plan must be reviewed and approved by GDC before implementation. The transition process must be completed at all GDC facilities within 90 days after contract award. The transition plan must outline the activities required for startup as well as those required at end of the contract. Supplier will be responsible for all startup costs associated with the transitioning process. The transition plan must also include the timeframes for activities listed. Below is a brief list of activities that must be included in the transition plan:

Transition In/Startup:

- Equipment Install and/or Setup – awarded supplier must ensure freezers are available in the respective stores as identified on Attachment N – Commissary Operations Overview. The current supplier uses an ice cream supplier (Blue Bell) to provide the ice cream and freezers needed.
- Training Activities
- Activating user roles
- Inventory – upload current items into the new system (SKU #s etc.)
- Financial Data Transfer or upload into the new system

- All delivery drivers must complete a background check, before performing services or entering GDC facilities. GDC will provide an approved drivers list to each facility. Any driver not on the approved list, will not be allowed to enter the facility.

Transition Out (end of contract):

- Contract closeout procedures – submit final invoices, ensure there are no pending items or concerns, GDC pays final bill
 - Coordinate meeting with incumbent supplier to plan transition
 - All data belongs GDC – how will data be transferred to GDC
 - Need to have access to current system data for specified period time
 - Deactivating user roles
 - Equipment removal
 - Security Clearances – remove approved driver lists and advised all GDC facilities
4. Supplier must meet all data requirements outlined in the Attachment O – GDC Data Security Requirements.
 5. Equipment, which may include shelving, coolers, freezers, rolling carts, and containers and trays, will be provided to each facility by the Supplier as requested by individual facilities. Equipment will be maintained in good, working condition at all times, with needed repairs/replacements made promptly by Supplier. See Attachment N – Commissary Operations Overview that shows equipment that is currently in each facility that supplier will be required to provide.
 6. The current GDC commissary supplier subcontracts ice cream delivery. The ice cream freezers belong to the ice cream supplier and will need to be replaced under the new contract. Each facility has shelving and totes in place that will need to be replaced in the event they become damaged. The current shelving and totes will remain at each facility. Should GDC open new state facilities with commissary operations or re-mission a facility without a commissary to one requiring a commissary, shelving and totes will need to be provided by the commissary supplier.

Attachment N: Commissary Operations Overview

Georgia Department of Corrections
COMMISSARY LOCATIONS

Any	NUMBER OF STORES	● INMATE CAPACITY	REGION	CITY	Delivery Day	Time	Delivery Location	Any non-standard/narrow doorways, elevators or passages? If so, please provide the size.	Delivery Service **	Is Lift Gate Required?	Any limitations on Delivery Truck (trailer) Size?	● Time Driver Spends On Site	● Distance Driver Transports Goods	● Number of Drivers Used	Ice Cream Delivery	Vendor Stocking	Vendor Furnishings	Additional Equipment (Remains Onsite) ***
Arrendale State Prison*	1	1674	N	ALTO	Monday	8:00 AM	Store	No	Unload Pallets	No	No	90 Minutes	15 Feet	1	Monday	No	4 ice cream freezer	freezers10 cf
Augusta State Medical Prison	1	1326	N	AUGUSTA	Wednesday	8:00 AM	Receiving dock	No	Drop-off Pallets	No	No	45 Minutes	30 Feet	1	Thursday	No	ice cream freezer	19.8 cu ft
Baldwin State Prison	2	925	N	HARDWICK	Tuesday	8:00 AM	Store	No	Drop-off Pallets	No	No	60 Minutes	25 Feet	1	Tuesday	No	ice cream freezer shelving; 2 ice cream freezers	pallet jacks, freezers 12.5 cf
Dodge State Prison	1	1238	SW	CHESTER	Tuesday	8:30 AM	Store	No	Stockroom Shelves	No	No	150 Minutes	100 Feet	1	Monday	yes	3 freezers; hand containers	Freezers 27.9 cf, 13.79 cf, 12 cf
Hancock State Prison	3	1266	N	SPARTA	Monday	7:00 AM	Front Gate (East & West); Rear Gate (Annex)	No	Drop-off Pallets	No	No	Location 1: 90 Minutes Location 2: 45 Minutes	Location 1: 1800 Feet Location 2: 600 Feet	1	Tuesday	No	ice cream freezers	Pallet Jack, freezer 13cf
Hays State Prison	1	1101	N	TRION	Wednesday	12:00 PM	Receiving dock	No	Drop-off Pallets	No	No	35 Minutes	50 Feet	1	Tuesday	No	Ice cream freezer	15 cf
Johnson State Prison	2	1578	SE	WRIGHTSVILLE	Monday	9:00 AM	Back Gate	No	Drop-off Pallets	Yes	No	120 Minutes	2400 Feet	1	Thursday	No	shelving; freezer; hand jack	Pallet Jack, freezer 13 cf
Lee State Prison	1	762	SW	LEESBURG	Thursday	9:00 AM	Back Gate	No	Transport Pallets	No	No	60 Minutes	N/A	1	Fridays	yes	freezer; vendor brings hand truck	15 cf
Long State Prison	1	232	SE	LONG	Tuesday	9:45 AM	Receiving dock	No	Transport Pallets	No	No	40 Minutes	N/A	1	Tuesday	No	shelving; ice cream freezer	freezer 10 cf
Macon State Prison	2	1762	SW	OGLETHORPE	Monday	8:30 AM	Store	No	Transport Pallets	No	No	60 Minutes	200 Feet	2	Monday	No	shelving	
Montgomery State Prison	1	418	SE	MOUNT VERNON	Wednesday	10:00 AM	Back gate	No	Drop-off Pallets	No	No	45 Minutes	12 Feet	1	Thursday	No	ice cream freezers	1 freezer 13 cf
Phillips State Prison	1	918	N	BUFORD	Monday	9:00 AM	Receiving dock	No	Drop-off Pallets	No	No	40 Minutes	10 Feet	1	Monday	No	ice cream freezer; hand cart	1 freezer 13 cf
Rutledge State Prison	1	640	SW	COLUMBUS	Friday	9:00 AM	Receiving dock		Unload Pallets	No	No	150 Minutes	529 Feet	2	Monday	yes	shelving; pallet jacks & bins	
Smith State Prison	2	1615	SE	GLENNVILLE	Wednesday	8:00 AM	Through back gym door.	No	Transport Pallets	No	No	90 Minutes	N/A	1	Wednesday	No	shelving; ice cream freezer	1 freezer 13 cf
Telfair State Prison	1	1420	SE	HELENA	Monday	7:30 AM	store	No	Drop-off Pallets	No	No	90 Minutes	N/A	1	Thursday	No	shelving; ice cream freezer	1 freezer 13 cf
Valdosta State Prison Annex	1	367	SW	VALDOSTA	Thursday	9:00 AM	Through gym	No	Drop-off Pallets	No	No	30 Minutes	N/A	1	Thursday	No	shelving; ice cream freezer	freezer 10 cf
Walker State Prison	2	644	N	ROCK SPRINGS	Thursday	8:00 AM	Warehouse	No	Drop-off Pallets	No	No	30 Minutes	25 Feet	1	N/A	No	1 set shelving	
Ware State Prison	3	1434	SE	WAYCROSS	Wednesday	9:30 AM	Store	No		Yes	No		Location 1: 15 Feet Location 2: 225 Feet Location 3: 40 Feet	1	Thursday	Yes	pallet jacks, ice cream freezer	freezer 10 cf
Washington State Prison	2	1348	SE	DAVISBORO	Friday	8:30 AM	Black Top / Warehouse	No	Unload Pallets / count	No	No	120 Minutes	Location 250 feet / distance is about the same for both delivery	1	Tuesday	No	freezers	2 Frz 10 cf
Whitworth Women's Facility*	1	442	N	HARTWELL	Tuesday	7:00 AM	Front door/gate	36" Door	Drop-off Pallets	No	No	30 Minutes	10 Feet	1	Friday	No	Ice Cream Freezer	Flat-Bed Cart, Hand Truck, Frz 13cf
Appling ITF	1	232	SE	BAXLEY	Friday	11:00 AM	Back door/gate	No	Transport Pallets	No	No	60 Minutes	30 Feet	1	Tuesday	No	shelving	
Autry State Prison	2	1700	SW	PELHAM	Thursday	12:00 PM	Store	No	Drop-off Pallets	No	No	60 Minutes	300 Feet	1	Friday	No	2 ice cream freezers	6.5 cf
Bacon PDC	1	232	SE	ALMA	Wednesday	8:00 AM	BACKGATE	no	Unload Pallets	no	no	30 Minutes	n/a	1	no	No		n/a
Bainbridge PSATC	1	392	SW	BAINBRIDGE	Tuesday	9:00 AM	Store	Store door is 34" wide too narrow for pallets /buidng outside door is larger.	Transport Pallets	Yes	No	40 Minutes	30 Feet	1	N/A	No	metal shelves	
Bleckley PDC*	1	230	SW	COCHRAN	Tuesday	9:00 AM	Store	No	Drop-off Pallets	No	No	30 Minutes	5 Feet	1	N/A	No	shelving	none
Burruss CTC	1	808	N	FORSYTH	Tuesday	9:45 AM	Receiving dock (attached to Warehouse)	No	Drop-off Pallets	No	No	45 Minutes	25 Feet	1	Monday (when received)	No	none	NO
Calhoun State Prison	2	1663	SW	MORGAN	Monday	8:00 AM	Store	No	Transport Pallets	Yes	No	120 Minutes	150 Feet	2	N/A	No	none	fork lift,pallet jack,hand truck
Central State Prison	1	1153	N	MACON	Monday	8:00 AM	Back gate	No	Transport Pallets	Yes	No	180 Minutes	500 Feet	1	N/A	No	NONE	Flat-bed Cart-Pallet Jack
Coastal State Prison	1	1836	SE	SAVANNAH	Friday	8:30 AM	Back gate	No	Drop-off Pallets	No	No	60 Minutes	N/A	1	N/A	No	N/A	Pallet Jack/Forklift
Colwell PDC	1	265	N	BLAIRSVILLE	Tuesday	1:00 PM	Store	No	Drop-off Pallets	No	No	20 Minutes	2 Feet	1	N/A	No	none	FORKLIFT, PALLET JACK
Dooly State Prison	2	1702	SW	UNADILLA	Tuesday	10:00 AM	Store	No	Drop-off Pallets	Yes	No	45 Minutes	20 Feet	1	Tuesday	No	none	Pallet Jack
Emanuel PDC	1	369	SE	TWIN CITY	Monday	9:30 AM	Receiving dock	No	Drop-off Pallets	No	No	60 Minutes	2.8 Feet	1	N/A	No	none	
Emanuel Women's Facility*	1	539	SE	SWAINSBORO	Monday	7:30 AM	Storage building	no	Unload Pallets	No	No	30 Minutes	5 Feet	1	Tuesday	No	shelving, freezer	freezer 13 cf
GA Diag & Class Prison/SMU	2	2537	N	JACKSON	Thursday	8:00 AM	Store / Receiving dock	No	Stockroom Shelves	Yes / No	No	150 Minutes	25 Feet	1	N/A	yes	none	N/A
Metro ReEntry Facility	1	356	N	ATLANTA	Monday	7:30	Back Gate	No	Drop-off Pallets	No	No	30Minutes	0 Feet	1	Tuesday	No	freezers	2 freezers 15 cf
McEver PDC	1	234	SW	PERRY	Monday	1:30 PM	Store	No	Stockroom Shelves	No	No	60 Minutes	300 Feet	1	N/A	yes	Shelving;	
McRae Women's Facility *			SW															
Patten PDC	1	252	SW	LAKELAND	Monday	9:00 AM	Back door/gate	No	Drop-off Pallets	No	No	30 Minutes	5 Feet	2	N/A	No	none	NA
Paulding PDC	1	260	N	DALLAS	Thursday	8:00 AM	Receiving dock	No	Drop-off Pallets	No	No	20 Minutes	10 Feet	1	N/A	No	none	
Pulaski State Prison*	1	1223	SW	HAWKINSVILLE	Wednesday	8:00 AM	Front door	No	Unload Pallets	No	No	60 Minutes	300 Feet	1	N/A	yes	Shelving;	
Rogers State Prison	3	1487	SE	REIDSVILLE	Wednesday	8:30 AM	Store	No	Drop-off Pallets	No	No	60 Minutes	N/A	1	Thursday	No	none	
Treutlen PDC	1	295	SE	SOPERTON	Tuesday	11:30 AM	Store	No	Unload Pallets	No	No	60 Minutes	10 Feet	1	N/A	No	none	
Turner RSATC	1	232	SW	SYCAMORE	Thursday	9:00 AM	Receiving dock	No	Transport Pallets	No	No	30 Minutes	10 Feet	1	N/A	No	none	
Valdosta State Prison	2	930	SW	VALDOSTA	Thursday	7:00 AM	Through gym	No	Drop-off Pallets	No	No	30 Minutes	N/A	1	Thursday	No	freezers	1 6.5 cf, 1 13cf
West Central ITF*	1	194	N	ZEBULON	Tuesday	8:30 AM	Store	No	Drop-off Pallets	No	No	30 Minutes	30 Feet	2	Tuesday	No	none	none
Wilcox State Prison	1	1862	SW	ABBEVILLE	Wednesday	10:00 AM	Store	No	Transport Pallets	No	No	120 Minutes	20 Feet	1	Thursday	No	none	Flat-Bed Cart, Pallet Jack, Hand Truck
Womens PDC*	1	236	SE	CLAXTON	Wednesday	8:30 AM	Front Gate	No	Drop-off Pallets	Yes	No	30 Minutes	6 Feet	1	N/A	No	none	
Totals	63	42,329																

* Female Facility

Delivery Service Key **

Drop-off Pallets:	Pallets are dropped off at a central location within the facility. This could be a warehouse, loading dock, gate, or door.
Unload Pallets:	Pallets are broken down at a central location within the facility. Drivers do not transport individual cases through the facility.
Transport Pallets:	Pallets are broken down and drivers transport individual cases to their final delivery location within the facility.
Stockroom Shelves:	Pallets are broken down and drivers place cases on stockroom shelves under the direction of commissary staff.

Additional Equipment *** Several facilities use flat-bed carts; hand trucks and pallet jacks provided by the vendor. Some facilities indicated these are brought on the truck by the vendor and used during delivery but do not remain on site at the facility.

NOTES -

- ● GDC believes this information to be mostly accurate. However, GDC is unable to guarantee 100% accuracy as some information is estimated and this information is subject to change throughout the life of the contract. GDC shall not be held responsible for any inaccurate information contained within this document

Attachment N: Commissary Operations Overview
Georgia Department of Corrections Summary of Operations

Locations	# Days Store Call	Days Store Call	Other Days Store Activity	Bag & Deliver	Que: On-the Spot (Pickup at window)	Advance Order Froms	Full time Store Positions	P/time Store Positions	Other Regular Positions	Back-up Positions	Offenders Assigned to Store Detail *	
Appling ITF	2	Tuesday-Thursday 8:30 am - 3:30 pm	Friday - Delivery	N/A	Yes	Yes	Mailroom / Store Clerk	0		Acct Tech back-up when staff is out		
Arrendale State Prison	5	Mon - Friday 8:00 - 4:30 PM	Mon AM - Delivery	Entire Compound	No	Yes	5 - Store Mngr & 4 clerks	0	N/A	Business Office Staff	4	
Augusta State Prison	4	Mon - Thurs 8:30 AM - 4:00 PM	Friday - Inventory and makeup day	MH; Hospl; Iso/Seg	No	Yes	1 Store Clerk	1 Store Clerk @ 29 hrs	1 Acct Parapro @ 40 hrs	All bus Ofc staff trained as Back-up & Prop Supv	4	
Autry State Prison	4	Mon - Thurs 5 AM - 3:30 PM	Friday-Electronics	X	No	Yes	1-Store Mngr	0	Acct Parapro - all Cactas & SCRIBE data entry	N/A	4	
Bacon PDC	3	Tues - Thurs 8:30 - 10:30 AM; 4:30 - 6 PM	Mon-Fri: Acct parapro - payment processing	N/A	X	Yes	1 Str Clerk		Bus Mngr & Acct Parapro (pay bills; assist); CO - security 2 hrs/day	Bus Mngr/Acct Parapro-Only when staff out		
Bainbridge PSATC	2 + Addl optional day	Mon & Tues - 9AM - 4 PM; Wed as needed	Friday - prepares store sheets	N/A	X	Yes	0	2 @ 29 hours	Fin. Ops 3 for all Cactas entries.	N/A	3	
Baldwin State Prison	4	Mon - Thurs 8 AM - 4:30 PM	Tues - del; mnthly invn	Lockdown Units only	X	Yes	2 Sales Mngrs	1	NO	Acct Technician	4	
Bleckley PDC	2	Tues - 1 - 4:30 PM Wed 7-11 AM; 1-3 PM	Thurs - stock; clean; order	X	X	Yes	1 Storkeeper		Acct Parapro - Backs up Storekeeper		2	
Burrus CTC	4	Monday - Thursday	None	X	No	Yes	(2) 1 - Store Mngr & 1- Store Clrk	N/A	N/A	N/A	4	
Calhoun State Prison	5	Mon - Friday 10:30 AM - 1:30 PM	N/A	X	No	Yes	2 Store clerks	2 store clerks @ 29 hrs/wk	Acct Parapro - prcss str shts - 6 hrs/wk	Acct clerk - back-up & assts in ringing up orders		
Central State Prison	4	Monday - Thursday	N/A	Yes	No	Yes	2 full-time-0 filled-Request Mgr	0-Part time Request-2	X	0-Accounting Techs which closed the business office	5	
Coastal State Prison	5	Monday-Friday 8am-4:30pm (or later as needed)	Fri - delivery & monthly inventory	Lockdown Units & Infirmary	Yes	Yes	1 Manager and 3 Store Clerks	0	Acct Tech - 40 hours per week	1 Acct Tech, WH Spv, and DWA	5 offenders	
Colwell PDC	1	Wed - 9AM - 6:30/7:30	Tues: Delivery;Purchase;Pay inv Th: Order; clean store		Yes	Yes	2 - Sales Mngr & Clerk II			Bus Mngr & Acct - rarely needed		
Dodge State Prison	4	Mon - Fri 6 am- 3:30pm	Daily store operations	X	No	Yes	1 Sls Mngr; 2 Str Keepr		Bus Mngr; DWA Secretry; 2 Acct parapros - all key orders; Bus Mngr & parapros del orders to dorms	All Business Ofc staff back-up		
Dooly State Prison	4	Mon - Thurs 7 AM - 5:30 PM	Mon - Invntory & Outsd Details	X	No	Yes	1 Sls Mngr & 3 Str Keepers		Acct Clerk & Sect - 40 hrs/wk each comm activities	Acct parapro as needed		
Emanuel PDC	2	Tues: 4Pm - 7 PM; Wed 10 AM - 1:30 PM	Mon: Del; stckng; prcss st shts Thurs: order & stck	No	Yes	Yes	1 Str Keeper	1 Str Keeper @ 29 hrs/wk	N/A	Acct Parapro back-up - 10 hrs/wk		
Emanuel Womens Facility	4	Mon - 1 - 2:50PM Tues - Th: 7:50 AM - 2:50 PM	Mon AM delivery Lst Fri/mnth: inventory/Mon-Fri: clean; stock	X	No	Yes	2 - Supply Whse/Clerk 2	0	Acct Parapro 5hrs/mnth	Acct Parapro & DWA	4	
GA Diag & Class Prison/SMU	5	Mon - Friday: 8 AM - 4:30 PM	Twice a month	All house units	No	Yes	5 positions	2 @ 29 hrs/wk	N/A	N/A	Yes OJT / No	
Hancock State Prison	4	Tues - Thurs 7:30 AM - 4:45 PM	Mon-delvry;inven; Process store shts	All dorms including Lock down Units	No	Yes	2 Sales Mngrs.	N/A	2 Admin. Support	2 Accounting Techs.	2 East Store; 2 West Store; 2 Annex Store	

Attachment N: Commissary Operations Overview
Georgia Department of Corrections Summary of Operations

Locations	# Days Store Call	Days Store Call	Other Days Store Activity	Bag & Deliver	Que: On-the Spot (Pickup at window)	Advance Order Froms	Full time Store Positions	P/time Store Positions	Other Regular Positions	Back-up Positions	Offenders Assigned to Store Detail *	
Hays State Prison	4	Monday-Thursday 5:00 AM - 3:30 PM	Friday if needed	All	No	Yes	2 filled, 1 vacant clerk	None	Bus Ofc - Accounting Tech (ordering, payments, account management)	Business office staff, Correctional Tech	5	
Johnson State Prison	4	Tues-Friday 8:00AM-4:30PM	Mon - Delivery and monthly invntry	X	No	Yes	2 Sales Mng/ 2 Store Kprs	1 @ 29 hrs/wk	N/A	N/A	5	
Lee State Prison	3	Mon - Wed 8:45 AM - 3:45 PM (5:30 on Tues)	Thurs - Delivery	Isolation Only	No	Yes	3 Sales Manager	N/A	DWA , 2 Acct Tech, 1 Warehouse Personnel	none	3	
Long County PDC	2	Wed & Thurs Half Days	Tues: delivery & stocking; Fridays monthly invntry	All items picked up at store window	No	Yes	1 Filled Employee	N/A	N/A	CO backs-up and Wardens' Sec. helps out as needed	3	
Macon State Prison	4	Mon - Thurs 7 AM - 5:30 PM	N/A	X	No	Yes	1 Sales Mngr; 4 store kprs	N/A	N/A			
Metro ReEntry Facility	4	Tues-Fri 07:00-1500	Monday -Delivery	No	Yes	Yes	1 Sales kps need a Sales managers	0	1-Acct Tech -1Sales Kprs Need help	NONE	3	
McEver PDC	1	Thurs 7AM - 5:30 PM	Mon-del;Tues/Wed ordrs entered; Wed orders pulled	No	Yes	Yes	1 Store clerk	0	Bus Mngr or acct para as needed			
McRae Women's Facility												
Montgomery State Prison	3	Mon - Wed: 8-11 AM; 1 -2:30; 3:30-5:30PM	Thurs - stocking & cleaning	No	Yes	Yes	1 - Sales Mngr I	0		Acct Parapro		
Patten PDC	1	Wed: 9 -4PM	Tues delivery,enter orders/Wed orders pulled & issued, EOM inventory	Yes	No	Yes	0	0	Adm Supv -CACTUS/Adm Support-SCRIBE entries	Admin Supv-back-up absncs only	2	
Paulding PDC	2	Thurs & Fri 8AM - 1 PM		No	Yes	Yes	1 - Clerk 2	0	Bus Mngr - 2 hrs/wk - del & invn	Business Mgr - Back-up -absncs only		
Phillips State Prison	5	Mon - Friday 8:00 - 4:30 PM	Mon AM - Delivery	Entire Compound	No	Yes	3 - Store mngr & 2 clerks	0	N/A	Business Office Staff	8	
Pulaski State Prison	5	Mon - Fri 7:30 -4PM (Fri: 7 - 3:30)		Iso/Seg only	Yes	Yes	Store mngr & Store Clerk	Store Clerk @ 29 hrs	N/A	Acct Clerk/Acct Parapro only when stff out	10	
Rogers State Prison	4	Mon - Thurs 6:30 AM - 5:30 PM	None	Lockdown Unit only	Yes	Yes	3 - Sales Mngr & 2 Clerks	0	N/A	Bus Mngr/Acct Parapro-Only when staff out		
Rutledge State Prison	4	Mon - Thurs 7:30 AM - 4 PM	Fri - GCS Del	Iso/Seg only	Yes	Yes	1 Sales Mngr	0	N/A	Bus Mngr & Acct Parapro as needed		
Smith State Prison	4	Mon - Thurs 8 AM - 4:30 PM	Wed - delivery & stcking; Friday Monthly inventory	All items are delivered in buildings	No	Yes	1 Str Mngr + 4 str staff	N/A	Assgined CO and Correctional Tech	Business office staff	6	
Telfair State Prison	4	Mon - Thurs 7AM - 5:30 PM	Inventory monthly	X	No	Yes	1 Str Mngr; 2 Store empl	1 @ 29 hrs/wk	N/A	N/A	6	
Treutlen PDC	1	Wednesday 8:00 AM - 6:30 PM	Mon - Thurs:Invcs/chks processed; inven mnthly		Yes	Yes	1 Store clerk	VACANT	N/A	TS:Financial Ops & Personnel Clerk (rarely)		

Attachment N: Commissary Operations OverviewGeorgia
Department of Corrections Summary of Operations

Locations	# Days Store Call	Days Store Call	Other Days Store Activity	Bag & Deliver	Que: On-the Spot (Pickup at window)	Advance Order Froms	Full time Store Positions	P/time Store Positions	Other Regular Positions	Back-up Positions	Offenders Assigned to Store Detail *	
Turner RSATC	4	Mon - Thurs 8AM - 4 PM	Monthly inventory, Order store weekly, keying in store sheets and print off sheet showing detainees no open account, low balance and giving to detainees daily. Run store Monday-Thursday and Friday place store orders to stewart distribution, give out incentives, catchup paperwork. Friday's we also clean out warehouse and restock for the following week and wipe down shelves. Look at items that is not selling and update store sheet monthly.	All housing units to include lockdown	No	Yes	1 Store Clerk	0	Host Facility enters receives invoices in and pays invoices	CO Back-ups 8 hrs/mnth		
Valdosta State Prison	4	Mon - Thurs 6 AM- 4:30 PM	None	X	No	Yes	Store Mngr + Store Clerk	1 @ 29 hrs/wk	N/A	Staff from Annex backs-up VSP staff		
Valdosta Annex	4	Mon - Thurs 6 AM- 4:30 PM	None	X	No	Yes	Store Mngr + Store Clerk	0	N/A	Staff from Valdosta SP backs-up Annex staff		
Walker State Prison	5	Mon - Fri 0800 AM - 1500 PM	Wednesday - Delivery	Iso/seg & Fire Statn	Yes	Yes	2 - Clerk & Sup/Whs Wrkr	2@40 HRS WEEK1@168 HRS PAY CYCLE	ACCOUNT TECH 3@40 HOURS WEEK	ACCOUNT TECH 3&DWA AS NEEDED	N/A	
Ware State Prison	5	Mon - Thurs: 8AM - 2 PM; Fri: 8 AM - 2 PM	N/A	Tier and lockdown situations	No	Yes	1 Str Mngr; 3 Store Clerk	None	1 Financial Ops Generalist III	N/A	5 Orderlies	
Washington State Prison	4	Tues- Fri 7AM-5:30 PM	Fri - Truck Delivery	All dorms	No	Yes	6 Full Time/ only 4 filled	0	1FOG1, 1FOG3	FOG only when needed	5 each store	
West Central ITF	3	Mon - Wed: 8AM - 3:30 PM (Tues 5:30PM)	Thur: Order; Stock; spot inv; clean; indigent supplies	Lockdown only	yes	Yes		2 @ 29 hrs/wk	N/A	N/A		
Whitworth Women's Fac	3	Mon-Thur 9:30 am to 4:00PM	Th - Run cash receipts; order; print inmate order forms, Friday Inventory	Seg; B Unit on special occasions	Yes	Yes	2 Str Clerks	0	Property supv - wkly invntry; enters in Cactas & pays invoices	All Business Office trained as back up	3	
Wilcox State Prison	5	Mon-Thrs: 7:00 AM - 4:30 PM; Fri. - 7:00 AM - 11:00 AM	Mon- inventory every 2 weeks and orders store weekly, Mon - Thurs. keying store sheets, Wed. - truck delivery (GCS), Thurs. ice cream deliver (Blue Bell), Fri. store call make up and cleaning	All housing units to include lockdown	No	Yes	1-Store Manager, 3 Store Clerk	N/A	(1) Accounting Tech III process all purchase orders, pays store invoices, and enters inventory	(2) Accounting Tech III and (1) Deputy Warden	8 offenders	
Womens PDC	2	Tues-10-1 & 4:15-6PM Wed 9-1 & 4:15-6PM	Mon-pulling orders;Wed deliver; Th ordering;inventory	Yes	No	Yes	Store/Mailroom	0	N/A	Bus Mngr is the only back-up		
* The amount of inmate support for delivery varies by location. During transition, the awarded supplier will be given the opportunity to validate the amount of inmate support available at each location.												



GEORGIA

DEPARTMENT OF CORRECTIONS

KEY

- ★ State Prison
- Private Prison
- ★ Probation Detention Center
- ◆ Integrated Treatment Facility
- Substance Abuse Treatment
- Transitional Center
- ▲ County Prison
- (F) Female Facility



GDC Facilities

Facility FY 24	Invoice Value by location
Arrendale	\$ 934,502
ASMP	\$ 504,562
Autry	\$ 20,280
Bacon PDC	\$ 59,249
Bainbridge PSATC	\$ 207,385
Baldwin	\$ 274,113
Bleckley PDC	\$ 117,066
Burruss	\$ 559,715
Calhoun	\$ 1,546,031
Central	\$ 637,005
Coastal	\$ 618,695
Colwell PDC	\$ 113,712
Dodge	\$ 919,894
Dooly	\$ 1,335,205
Emanuel PDC	\$ 106,955
Emanuel Women's Facility	\$ 386,629
GD&CP	\$ 722,386
Hancock	\$ 895,797
Hays	\$ 656,920
Johnson	\$ 797,048
Lee	\$ 561,306
Macon	\$ 1,435,888
McEver PDC	\$ 72,331
McRae Women's Facility	\$ 329,105
Metro Re-entry Prison	\$ -
Montgomery	\$ 272,176
Patten PDC	\$ 110,963
Paulding Co PDC	\$ 134,967
Phillips	\$ 425,524
Pulaski	\$ 1,155,094
Rogers	\$ 714,415
Rutledge	\$ 317,118
Smith	\$ 1,164,569
Telfair	\$ 797,379
Treutlen PDC	\$ 73,843
Valdosta	\$ 754,192
Walker	\$ 486,932
Ware	\$ 1,094,591
Washington	\$ 1,436,687
West Central PRC	\$ 53,401
Whitworth Women's Facility	\$ 394,811
Wilcox	\$ 1,672,176
Women's PDC	\$ 111,761
Total	\$ 24,982,378.13
	\$ 24,982,378.13

Category
FY 24

Invoice Value by
Category

Candy	\$ 1,043,924
Chips	\$ 3,316,170
Drinks	\$ 4,394,188
Electronics	\$ 300,834
Female Hair Care	\$ 40,113
Health & Beauty	\$ 1,057,284
Holiday Items	\$ 190,342
Ice Cream	\$ 264,719
Miscellaneous	\$ 166,111
Over the Counter Health Products	\$ 41,567
Snacks	\$ 10,694,515
Soups	\$ 3,372,740
Writing Materials	\$ 99,869
Total	\$ 24,982,378
	\$ 24,982,378

Total

\$ 74,947,134.39

Facilities

\$ 24,982,378.13

Attachment R: Required Commissary Reports

Report Category+G28C	Report Name	Report Description	Report Parameters	
Financials/Accounting	Balance Sheet	As of Date	By Facility or all Facilities	
	Checkbook Register	Check Register	By Facility only	
	Checkbook Search	Search for check by number	By Facility only	
	G/L Accounts	Chart of Accounts	All Facilities	
	G/L Activity	Activity by GL account	By Facility or all Facilities	
	Income Statement	Income statement by Period end date	By Facility or all Facilities	
	Trial Balance	As of Date	By Facility or all Facilities	
Item Lists	Category Sales	Sales by Category	By Facility or all Facilities	
	Customer Item Scan Codes	Item list by Scribe scan code by facility	By Facility or all Facilities	
	Customer Items	Items by Customer (Facility)	By Facility or all Facilities	
	Item by Resident	Sales by Scribe scan code by resident	By Facility or all Facilities	
	Item List	List of all items active in CACTAS	By Facility or all Facilities	
	Item Purchases	Purchases by item	All Facilities	
	Restricted Items List	Items restricted for sale by facility	By Facility or all Facilities	
	Service Center Item List	As of when the report is ran	By Facility or all Facilities	
	Srv Ctr Item List As Of	By date entered	By Facility or all Facilities	
	Store item List	As of when the report is ran	By Facility or all Facilities	Only for facilities with multiple stores
	Store item List As Of	By date entered	By Facility or all Facilities	Only for facilities with multiple stores
Other	Customer Item Tax Rates	Sales tax rate by item	By Facility only	
	Customer List	List of Commissary Stores	By Facility or all Facilities	
	Customer Sales	All Sales by count and price in total by store	By Facility or all Facilities	
	Sales Tax Liability	Liability by date range	By Facility or all Facilities	
	Srv Ctr Inventory Analysis	All activity for all inventory by facility	By Facility or all Facilities	
	Srv Ctr Item Analysis	Activity for an individual item for a date range specified	By Facility or all Facilities	
	Store Inventory Analysis	All activity for all inventory by store	By Facility only	
	Tax Rate List	Tax rate in effect at a facility	By Facility only	
	Vendors	All vendors in system		
Tasks	Adjustments	Inventory count adjustments	By Facility or all Facilities	
	Bank Deposits	Bank deposits by date range	By Facility or all Facilities	
	Item Sales	Sales by item by date range with sale price, cost, and profit margin	By Facility or all Facilities	
	Journals	Journal entries by date range	By Facility or all Facilities	
	Purchase Orders	Purchase orders by date range	By Facility or all Facilities	
	Purchases	Purchases (Vouchers) by date range	By Facility or all Facilities	
	Sales	Dollar amount of sale by inmate by date range	By Facility or all Facilities	
	Srv Center Item Sales	Sales by item, by date range with qty, cost, and ending inventory	By Facility or all Facilities	
	Withdrawals	Commissary withdrawals	By Facility or all Facilities	
Custom Reports	Adjustments Analysis	Inventory adjustments by date range by item	By Facility Only	
	GCS Compliance	Fill percentage by faciity, by date range	By Facility or all Facilities	
	GDC Enterprise Item Sales	Sales by item for all facilities, by date range	All Facilities	
	GDC Income Statement(Date Range)	Needed by specific date range to determine allowable inventory variance	By Facility or all Facilities	
	Item Sales by Service Center	Total item sales by date range, by Facility	By Facility Only	
	MPL Item List	List of all items on MPL	All Facilities	
	MPL Purchases	Purchases from GCS by item	All Facilities	
	Sales Exception Summary	Sales exceptions caused by Scribe item not mapped to a CACTAS item	All Facilities	
	Suggested PO	Creates a PO based on qty on hand, previous six weeks' sales, and safety %. Safety % is determined by user	By Store or Facility	

GEORGIA DEPARTMENT OF CORRECTIONS



Standard Operating Procedures

Policy Name: Guidelines for Civilian Workers, Consultants, and Contract Personnel

Policy Number: 205.09

Effective Date: 10/31/2024

Page Number: 1 of 5

Authority:
Commissioner

Originating Division:
Facilities Division

Access Listing:
Level I: All Access

I. Introduction and Summary:

Under the rules of the Board of Corrections, any and all civilian construction employees, consultants, and contract personnel or employees of other public or private organizations providing a service to the agency, shall be required to adhere to applicable rules, regulations, policies, procedures, and directives published by the Georgia Department of Corrections and are accountable to the appointing authority of the facility where they serve. This procedure shall apply only to the above listed personnel who are temporarily working at a facility or center.

II. Authority:

- A. GA Comp. R. & Regs R.: 125-2-1-.01; 125-2-1-.02; 125-2-1-.07; 125-2-1-.08; 125-2-1-.09(2) (b); 125-3-1-.06; and
- B. GDC-SOPs: 204.01, Georgia Crime Information Center GDC Limited GCIC Terminal Operations; 208.06, Prison Rape Elimination Act (PREA) Sexually Abusive Behavior Prevention and Intervention Program; 218.02, Control of Tools and Equipment; 218.03, Control and Dispensation of Gasoline and Hazardous Materials; 226.01, Searches, Security Inspections, and the Use of Permanent Logs; and
- C. ACA Standards: 2-CO-1C-17 and 5-ACI-1A-11.

III. Definitions: None.

IV. Statement of Policy and Applicable Procedures:

- A. Prior to beginning employment at any state and county correctional facility center, all construction workers, consultants, or contract personnel will read this Standard Operating Procedure (SOP), sign and date the signature form, Attachment 1, acknowledging that they have read and understand the contents.
- B. All personnel covered under this SOP will be screened through the GCIC/NCIC computer files. Attachment 2 (Consent Form) will be completed and signed by the individual undergoing the background records check. Failure or refusal to sign the

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- form will result in the individual being denied access to state/county facility and center.
- C. A person's suitability for unescorted employment access within a correctional facility or center shall be questioned if screening reveals:
1. Willful omission or falsification of information submitted in support of employment or access to the facility or center for daily business;
 2. Use of non-prescribed narcotic or hallucinogenic drugs or excessive use of alcohol;
 3. A criminal conviction by any state or federal government, of any crime, the punishment for which could have been imprisonment in a state or federal prison or facility or center;
 4. Convictions of sufficient misdemeanors to establish a pattern of disregard for the law;
 5. History of mental illness or emotional instability that may cause a significant defect in the individual's judgment or reliability;
 6. Any evidence of coercion, influence, or pressure that may be applied from outside sources to compel an individual to commit any act that could affect the health and safety of the public, offenders or facility or center personnel and their families; and
 7. Any other information that would adversely reflect upon the reliability and trustworthiness of the individual as it relates to unescorted access within the facility or center.
- D. Identification of individuals authorized access without escort shall be accomplished by personal recognition and comparison of the individual's likeness portrayed on a photo identification card (Attachment 3). The card will be red in color and will be worn at all times when in state/county facility or center.
- E. The possession, use or sale of any illegal drugs (defined as any drug or drug-like substance whose sale, use or possession is unlawful), is inconsistent with the facility or center's objective of operating in a safe and efficient manner.

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Standard Operating Procedures

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Accordingly, no employee, visitor, contractor, vendor or supplier who performs duties on facility or center property or away from facility or center property, shall use, sell or have in his possession illegal drugs at any time regardless of location. Further, no person noted above shall report to work while under the influence of illegal drugs. Any employee who engages in such conduct will be denied access to state and county facilities or centers and may be subject to adverse action up to and including arrest.

- F. When taking physician prescribed drugs or "over the counter" legal drugs, which may affect performance, the personnel covered by this SOP must report such use to his or her supervisor prior to the start of his or her shift for a determination of fitness for duty while on such medication.
- G. The use of alcoholic beverages is inconsistent with the objectives of state and county facilities and of operating in a safe and efficient manner. No person shall report to work under the influence of alcoholic beverages. Persons in violation of this policy will be subject to termination of employment.
- H. Persons who demonstrate a lack of judgement, stability or trustworthiness that have resulted in or may result in actions adverse to the safety of the facility or center, themselves, co-workers, offenders or the general public will not be allowed access to any state and county facility and center. It is the responsibility of each supervisor to be aware and know the condition of the employees assigned to them.
- I. Any contractor, visitor, vendor, or supplier seeking to gain unescorted access to any state and county facility, or center shall be required to read and sign this policy. Short term visitors, delivery personnel and other similar categories of personnel on site for periods less than eight (8) hours who will be escorted by others may be exempt from signing this policy at the discretion of the Warden or their designee.
- J. In the event any civilian construction worker, contractor, consultant, and contract personnel exhibit behavior indicative of a condition which would potentially render them unfit for their assigned tasks, appropriate steps will be taken to determine the extent, if any, of violations of this procedure.

GEORGIA DEPARTMENT OF CORRECTIONS



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Facilities Division

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Level I: All Access

- K. To ensure the effective implementation of this procedure, anyone on state or county facility center grounds exhibiting behavior creating reasonable suspicion that a violation of this procedure exists may be asked to comply with one or more of the following actions:
1. Submitting to search, prior to entering or leaving prison grounds as well as while on prison grounds;
 2. Opening of cars parked on prison grounds for search;
 3. Providing a urine sample or alcoholizer (breath test) and if requested, by submitting to examination by a license physician to include such test as recommended by the physician, including psychological testing and evaluation;
 4. Voluntarily submitting to a polygraph test in circumstances where allegations of procedure violation have been made and those persons reporting have themselves submitted to such verification testing; and/or
 5. Leave state property.
- L. Persons asked to agree to a request as outlined in Paragraph K above may refuse. However, failure to comply with such a request may result in being denied access to any state or county facility or center or Transitional Center.
- M. Personnel are restricted from bringing any firearms or other weapons on the property of any state or county facility or center without the written consent of the Warden or Superintendent.
- N. Vehicles used in construction will never be left unattended with keys in them.
- O. Personal vehicles will be parked in approved areas and locked.
- P. Civilian construction workers, consultants, and contract personnel employed by or under contract to perform services or construction within the facility or center will:
1. Submit a written inventory of all tools, toolboxes, and related equipment prior to admittance into the facility or center. The list will be used each time workers enter and leave the facility or center;

GEORGIA DEPARTMENT OF CORRECTIONS



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Facilities Division

Access Listing:
Level I: All Access

2. Control of all tools and equipment will be accomplished in accordance with SOP 218.02 (Control of Tools and Equipment); and
3. Control of hazardous materials (flammable, toxic, and caustic materials) used on facility or center grounds will be adequately controlled in accordance with SOP 218.03 (Control and Dispensation of Gasoline and Hazardous Materials.)

Q. Personal dealings with offenders are strictly prohibited.

R. Storing and stacking of construction inventory is not to interfere with the tower or perimeter patrol officers' ability to view the perimeter fence.

V. Attachments:

Attachment 1 – SOP Acknowledgement Statement

Attachment 2 – GCIC/NCIC Consent Form

Attachment 3 – Red Photo Identification Card

VI. Retention Schedule:

Attachments 1 & 2 – Once completed, will be attached to the contract and will be governed by the official record retention schedule of the contract. Contracts are to be held by the originating office for six years and then destroyed.

Attachment 3 – Destroy upon fulfillment of contracted duties.

GEORGIA DEPARTMENT OF CORRECTIONS



Standard Operating Procedures

Policy Name: Prison Rape Elimination Act (PREA) Sexually Abusive Behavior Prevention and Intervention Program

Policy Number: 208.06

Effective Date: 6/23/2022

Page Number: 1 of 39

Authority:
Commissioner

Originating Division:
Executive Division (Office of
Professional Standards)

Access Listing:
Level II: Required Offender
Access

I. Introduction and Summary:

A. The Georgia Department of Corrections (GDC) has a zero-tolerance policy toward all forms of Sexual Abuse, Sexual Harassment, and sexual activity among offenders. The purpose of this policy is to strengthen the Department's efforts to prevent occurrences of this nature by fully adopting and implementing the U.S. Department of Justice's standards on the prevention, detection, and response to Sexual Abuse in confinement facilities, in accordance with the *Prison Rape Elimination Act of 2003* (PREA). This policy provides guidelines to address the following prohibited sexually abusive and/or harassing behavior(s):

1. Offender Perpetrator Against Offender Victim; and
2. Staff perpetrator against offender victim.

B. These guidelines are provided to assist staff in:

1. **Detecting** incidents and **identifying** perpetrators and victims of Sexual Abuse and/or Harassment;
2. **Preventing** sexually abusive and/or harassing behavior;
3. **Protecting** vulnerable offenders from abuse and harassment from sexually aggressive offenders;
4. **Educating** staff on how to **intervene** properly and in a timely manner;
5. **Documenting, reporting, and investigating** reported incidents; and
6. **Disciplining** and/or **prosecuting** perpetrators.

II. Authority:

A. O.C.G.A. § 16-6-5.1;

GEORGIA DEPARTMENT OF CORRECTIONS



Standard Operating Procedures

Policy Name: Prison Rape Elimination Act (PREA) Sexually Abusive Behavior Prevention and Intervention Program

Policy Number: 208.06

Effective Date: 6/23/2022

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Authority:
Commissioner

Originating Division:
Executive Division (Office of Professional Standards)

Access Listing:
Level II: Required Offender Access

- B. Prison Rape Elimination Act National Standards: 28 CFR Part 115, et seq.;
- C. GDC Standard Operating Procedures (SOPs): 101.04 Records Management, 103.06 Investigation of Allegations of Sexual Contact, Sexual Abuse, and Sexual Harassment of Offenders, 103.10 Evidence Handling and Crime Scene Processing, 103.63 Americans with Disabilities Act (ADA), Title II Provisions, 104.09 Filling A Vacancy, 203.03 Incident Reporting, 209.01 Offender Discipline, 209.06 Administrative Segregation, 220.09 Classification and Management of Transgender and Intersex Offender, 227.02 Statewide Grievance Procedure, 507.02.02 Confidentiality of the Health Record and Release of Information, 507.04.19 Receiving Screening, 507.04.21 Health Assessment and Medical Diagnostics, 507.04.25 Health Screening-Offender Transfers, 507.04.69 Women's Health Services, 507.04.85 Informed Consent, 507.04.91 Medical Management of Suspected Sexual Assault, 508.18 Mental Health Discipline Procedures, 508.19 Mental Health Referral and Triage, and 508.22 Mental Health Management of Suspected Sexual Abuse or Sexual Harassment; and
- D. ACA Standards: 5-ACI-6A-32, 5-ACI-5B-13, 5-ACI-5B-17, 5-ACI-6C-14 (Mandatory), 5-ACI-3D-08, 5-ACI-3D-09, 5-ACI-3D-10, 5-ACI-3D-11, 5-ACI-3D-12, 5-ACI-3D-13, 5-ACI-3D-14, 5-ACI-3D-15, 5-ACI-3D-16, 5-ACI-1D-10, ACRS-6A-05, 4-ALDF-2A-29, 4-ALDF-4D-22-1, 4-ALDF-4D-22-2, 4-ALDF-4D-22-3, 4-ALDF-4D-22-4, 4-ALDF-4D-22-5, 4-ALDF-4D-22-6, 4-ALDF-4D-22-7, 4-ALDF-4D-22-8, and 4-ALDF-6A-07.

III. Definitions:

- A. **Community Confinement Facility** - A state operated facility, other than a State Prison, in which individuals reside as part of a term of imprisonment while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours. (e.g., Transitional Centers.)

GEORGIA DEPARTMENT OF CORRECTIONS



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Authority:
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Originating Division:
Executive Division (Office of
Professional Standards)

Access Listing:
Level II: Required Offender
Access

- B. **Direct Staff Supervision** - Security staff in the same room with, and within reasonable hearing distance of, the residents or offenders and disallows youthful offenders and adult offender communication of any kind.
- C. **Exigent Circumstance** - Any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.
- D. **Gender Nonconforming** - A person whose appearance or manner does not conform to traditional societal gender expectations.
- E. **Intersex** - A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.
- F. **Juvenile** - Any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.
- G. **PREA Compliance Manager (PCM)** - An upper-level manager, designated by the Warden, and is responsible for compliance in all facility PREA-related operations.
- H. **PREA Coordinator (PC)** - A Statewide Coordinator responsible for developing, implementing, and overseeing agency efforts to comply with the PREA standards in all of its facilities.
- I. **Retaliation Monitor** - A staff member, designated by the Warden, who is responsible for the prevention, detection, and reporting of any retaliatory actions taken against staff or offenders that report PREA allegations.
- J. **Sexual Abuse Incident Review Team (SAIRT)** - A team that consists of upper-level management representatives. SART members may be part of the SAIRT, however, the SAIRT shall not be solely comprised of SART members. Line

GEORGIA DEPARTMENT OF CORRECTIONS



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supervisors and other staff members may be designated as SAIRT members at the discretion of the Warden/Superintendent of the facility.

K. Sexual Abuse/Harassment Response Team (SART) - A team that consists of a locally composed multi-disciplinary team, with both security and non-security staff, who work together to fulfill the guidelines defined in section I of this policy. This team includes but is not limited to:

1. SART Investigator;
2. SART Medical;
3. SART Mental Health;
4. Facility/ Internal Victim Advocate; and
5. Retaliation Monitor.

L. Sexual Abuse by Offender - Sexual Abuse of an offender, detainee, or resident by another offender, detainee, or resident includes any of the following acts if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
4. Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person,

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excluding contact incidental to a physical altercation.

M. Sexual Abuse by a Staff Member, Contractor, or Volunteer - Sexual Abuse of an offender, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the offender, detainee, or resident:

1. Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
2. Contact between the mouth and the penis, vulva, or anus;
3. Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
4. Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
5. Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
6. Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1) through (5) of this definition;
7. Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an offender, detainee, or resident;

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8. Voyeurism by a staff member, contractor, or volunteer. Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an offender, detainee, or resident by staff for reasons unrelated to official duties.

N. Sexual Harassment includes:

1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one offender, detainee, or resident directed toward another; and
2. Repeated verbal comments or gestures of a sexual nature to an offender, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

O. Special Agent in Charge (SAC) - An investigator who works for the Office of Professional Standards (OPS) who is responsible for any criminal investigation into a PREA allegation, should such investigation be deemed appropriate.

P. Substantiated Allegation - An allegation that was investigated and determined to have occurred.

Q. Transgender - A person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth.

R. Unfounded Allegation - An allegation that was investigated and determined not to have occurred.

S. Unsubstantiated Allegation - An allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

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T. **Youthful Offender** - Any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail.

IV. Statement of Policy and Applicable Procedures:

The Department hereby adopts, implements, and follows the standards outlined in the *Prison Rape Elimination Act* (PREA) Standards found at 28 CFR Part 115. Through the adoption of the PREA Standards, the Department seeks to eliminate Sexual Abuse and Sexual Harassment of offenders in custody. The Department tolerates no form of Sexual Abuse or Sexual Harassment of any offender.

Offenders who Sexually Abuse another offender will be disciplined in accordance with SOP 209.01 Offender Discipline and referred for criminal prosecution. Offenders who engage in Sexual Harassment, consensual sexual contact with another offender, attempt to engage in or solicit such contact, or help another engage in sexual contact with an offender will be disciplined in accordance with SOP 209.01 Offender Discipline.

Staff members who engage in Sexual Abuse or Sexual Harassment of an offender will be subject to disciplinary action, up to and including termination and banishment from all Georgia correctional institutions, whichever action is applicable. Additionally, staff members who engage in Sexual Abuse of an offender will be subject to criminal prosecution. Pursuant to O.C.G.A. § 16-6-5.1, it is a felony for correctional staff to have sexual contact with an offender.

A. Prevention Planning:

1. The Department shall employ or designate an upper-level, Department PREA Coordinator with sufficient time and authority to develop, implement, and oversee Department efforts to comply with the PREA standards in all facilities.

The Warden/Superintendent at each institution must ensure that all aspects of this policy are implemented. Each facility shall have an assigned PREA

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Compliance Manager, who has sufficient time and authority to coordinate the facility's efforts to comply with PREA standards.

The Warden/Superintendent shall maintain a current written Attachment 7, PREA Local Procedure Directive and Coordinated Response Plan to provide instruction for responses to sexual allegations. This Local Procedure Directive shall reflect that institution's unique characteristics and specify how that institution will respond to sexual allegations and the notification procedures to be followed for reports of sexual allegations. At a minimum it will include:

- a. Specification of staff member(s) responsibilities from the first report of an allegation through the conclusion of an investigation.
 - b. Responding to the victim and ensuring evidence retention.
 - c. Monitoring the offender perpetrator to ensure safety of others and evidence retention.
 - d. Ensuring safe housing, medical and mental health care, forensic exam, victim services for the victim, and commencing an investigation.
2. The Department shall ensure that contracts for the confinement of its offenders with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards and that any new contract or contract renewal shall provide for Department contract monitoring to ensure that the contractor is complying with the PREA standards.
 3. The Warden/Superintendent at each facility shall develop a written Staffing Plan in accordance with this SOP using Attachment 11, Staffing Plan Template. To enhance the supervision and monitoring of offenders, each facility shall document and make its best efforts to comply on a regular basis with the established staffing plan that provides for adequate levels of staffing,

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and, where applicable, video monitoring, to protect offenders against Sexual Abuse. In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations on the daily Post Roster. Facility management staff will review these deviations on a regular basis, no less than annually, to identify the most common reasons for deviations. This information shall be used to make adjustments, as necessary, to the facility staffing plan. Completed plans will be forwarded to the PREA Coordinator for review and approval.

4. No less than annually, each facility shall assess, determine, and document whether adjustments are needed to the established staffing plan. Revised plans shall be forwarded to the PREA Coordinator for review and approval.
5. All new or existing facility designs, modifications, and technology upgrades will include consideration of how they could enhance the Department's ability to protect offenders against Sexual Abuse.
6. Intermediate-level or higher-level supervisors must conduct and document unannounced rounds to identify and deter staff Sexual Abuse and Sexual Harassment. Staff is prohibited from alerting other staff members that these supervisory rounds are occurring unless such announcement is related to the legitimate operational functions of the facility. Unannounced rounds by supervisory staff, with the intent of identifying and deterring Sexual Abuse and Sexual Harassment, are required to be conducted every week, including all shifts and all areas. These rounds will be documented in the area log books. In addition, the institutional Duty Officer is required to conduct and document unannounced rounds at least once per week in **all** areas. These rounds will be documented in the local Duty Officer Logbook. Documentation shall include any findings of inadequacy pertaining to the sexual safety of all offenders.

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7. Youthful Offenders:

- a. A Youthful Offender shall not be placed in a housing unit in which the Youthful Offender will have sight, sound, or physical contact with any adult offender through use of a shared dayroom or other common space, shower area, or sleeping quarters.
- b. In areas outside of housing units, staff must either:
 - i. Maintain sight and sound separation between Youthful Offenders and adult offenders, or
 - ii. Provide Direct Staff Member Supervision when Youthful Offenders and adult offenders have sight, sound, or physical contact.
- c. Efforts shall be made by the assigned institution to avoid placing Youthful Offenders in isolation to comply with this provision. Absent Exigent Circumstances, Youthful Offenders shall not be denied daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful Offenders shall also have access to other programs and work opportunities to the extent possible.

8. Limits to Cross-Gender Viewing and Searches:

- a. The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in Exigent Circumstances or when performed by medical practitioners.
- b. The facility shall not conduct cross-gender pat searches of female offenders, absent Exigent Circumstances. This requirement shall not restrict female offender's access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.

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- c. The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches and shall document all cross-gender pat-down searches of female offenders via an incident report explaining the nature of the Exigent Circumstance.
- d. The facility shall implement procedures that enable offenders to shower, perform bodily functions, and change clothing without nonmedical staff members of the opposite gender viewing their breasts, buttocks, or genitalia, except in Exigent Circumstances or when such viewing is incidental to their official duties. Offenders should only shower, perform bodily functions, and change clothing in designated areas (e.g., cells, shower rooms, and bathrooms).
- e. Staff members of the opposite gender shall announce their presence when entering an offender housing unit; this includes the officer assigned to the housing unit. It is understood that staff members might not make announcements when responding to circumstances that require immediate action in order to combat a threat to security.
- f. Offenders will be notified of the presence of opposite-gender staff members in several ways:
 - i. Offenders are advised of the requirement to remain clothed, and the presence of cross-gender staff members generally, during the intake screening process and the admission and orientation process;
 - ii. The following notice will be posted **“NOTICE TO OFFENDERS: Male and female staff members routinely work in and visit housing areas.”**
 - iii. For staff members with offices in the housing units, the most recent schedule is posted in the unit so offenders are aware of when opposite-gender staff may be present;

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- iv. An announcement shall be made each time an opposite-gender staff member comes into a housing unit area and;
 - v. Nothing in this section should preclude opposite-gender staff members from viewing live or recorded video or participating in an offender suicide watch.
 - g. The facility shall not search or physically examine a Transgender or Intersex offender for the sole purpose of determining the offender's genital status. If the offender's genital status is unknown, it may be determined during conversations with the offender, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner. The provision does not limit searches of offenders to ensure the safe and orderly running of the institution.
 - h. The Department shall train security staff members on how to conduct cross-gender pat searches and searches of Transgender and Intersex offenders in a professional and respectful manner and in the least intrusive manner possible, consistent with security needs and consistent with the population gender of their assigned institution.
9. Offenders with Disabilities, Who Are Limited English Proficient (LEP), or Have Limited Reading Skills:
- a. The local PREA Compliance Manager shall reference SOP 103.63, ADA Title II Provisions, for guidance pertaining to ADA resources available to offenders with disabilities and those who are LEP so they may understand the facility policies around reporting, preventing, detecting, and responding to Sexual Abuse and Sexual Harassment.
 - b. The facility shall not rely on offender interpreters, offender readers, or other types of offender assistants except in Exigent Circumstances where

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an extended delay in obtaining an effective interpreter could compromise the offender's safety, the performance of first response duties under 28 CFR § 115.64, or the investigation of the offender's allegations.

10. Hiring and Promotion Decisions:

a. Employees:

- i. The Department shall not hire or promote anyone who may have contact with offenders, who:
 - 1) Has engaged in Sexual Abuse in a prison, jail, lockup, Community Confinement Facility, Juvenile facility, or other institution (as defined in 42 U.S.C. 1997); has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 - 2) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph a.i.1. of this section.
- ii. The Department shall consider any incidents of Sexual Harassment in determining whether to hire or promote anyone who may have contact with offenders.
- iii. Before hiring new employees, who may have contact with offenders, the Department shall:
 - 1) Ask all applicants and employees who may have contact with offenders directly about previous misconduct described in SOP 104.09, Filling a Vacancy, in written applications or interviews for hiring and promotions, and any written interview or written

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self-evaluations conducted as part of reviews of current employees. Every employee has a continuing affirmative duty to disclose any such misconduct.

2) Perform a Criminal History Record checks on all employees and volunteers prior to start date and again annually. A tracking system shall be implemented at each local facility to ensure the criminal history checks are conducted within the appropriate time frames, according to policy, for each person with access to that facility.

iv. Unless prohibited by law, the Department shall provide information on Substantiated Allegations of Sexual Abuse or Sexual Harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work. The Department complies with the *Federal Privacy Act and Freedom of Information Act*, and all other applicable laws, rules, and regulations.

v. Material omissions regarding misconduct or the provision of materially false information shall be grounds for termination.

b. Contractors and Volunteers:

i. The Department shall not enlist the services of any contractor who may have contact with offenders who:

1) Has engaged in Sexual Abuse in a prison, jail, lockup, Community Confinement Facility, Juvenile facility, or other institution (as defined in 42 U.S.C. 1997); Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or

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- 2) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph b.i.1). of this section.
- ii. The Department shall consider any incidents of Sexual Harassment in determining whether to enlist the services of any contractor who may have contact with offenders.
- iii. Before hiring new employees or enlisting the services of a contractor or volunteer who may have contact with offenders, the Department shall:
 - 1) Perform a Criminal History Record check before enlisting the services of any contractor who may have contact with offenders and at least every five years thereafter.
 - 2) Ensure that new hires complete SOP 104.09, Attachment 4, Applicant Verification.
 - 3) Ensure that contractors or volunteers complete SOP 208.06, Attachment 13, Contractor/Volunteer Verification Form.
- iv. Unless prohibited by law, the Department shall provide information on Substantiated Allegations of Sexual Abuse or Sexual Harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work. The Department complies with the *Federal Privacy Act and Freedom of Information Act*, and all other applicable laws, rules, and regulations.
- v. Material omissions regarding misconduct or the provision of materially false information shall be grounds for termination.

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B. Responsive Planning:

1. Evidence protocol and forensic medical examinations.
 - a. Each facility shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. Reference SOP 103.10, Evidence Handling and Crime Scene Processing, and SOP 103.06, Investigations of Allegations of Sexual Contact, Sexual Abuse, Sexual Harassment of Offenders.
 - b. The Department's response to sexual assault follows the guidelines in the U.S. Department of Justice's Office on Violence Against Women publication, *A National Protocol for Sexual Assault Medical Forensic Examinations: Adults/Adolescents* dated April 2013, or the most current version.
 - c. When there is a report of an incident of Sexual Abuse that was alleged to have occurred within the previous 72 hours, or there is a strong suspicion that an assault may have been sexual in nature, a physical examination of the alleged victim shall be conducted to determine if immediate medical attention is necessary and if the SANE protocol should be initiated, (Attachment 5, Procedure for SANE Evaluation/Forensic Collection). The SANE examination shall be provided at no cost to the offender. Physical evidence from the suspected perpetrator(s) will be collected and may also include an examination. Offender consent must be obtained prior to initiating the SANE protocol, in accordance with SOP 507.04.85, Informed Consent.
 - d. The Department stands *in loco parentis* for Youthful Offenders in its custody and can authorize a physical examination of such Youthful Offender without consulting his or her parent(s) so long as the Youthful Offender consents to the examination. For those offenders that are unable

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to consent or are incapacitated, the Department may authorize the collection of forensic evidence based on the Department's standing *in loco parentis* or as a guardian of the offender, whichever may be applicable. Physical evidence collection may also include an examination of and collection of physical evidence from the suspected perpetrator(s). Offender consent must be obtained prior to initiating the SANE protocol, in accordance with SOP 507.04.85, Informed Consent.

Note: All PREA information is confidential in nature and shall only be released on a need-to-know basis. Staff members who fail to comply with the reporting provisions of this policy may be banned from correctional facilities or will be subject to disciplinary action, up to and including termination, whichever is applicable.

- e. The Institution PREA Compliance Manager, under the direction of the Warden/Superintendent, shall attempt to enter into agreement, or Memorandum of Understanding (MOU), with a rape crisis center to make available a victim advocate to offenders alleging Sexual Abuse/Sexual Harassment upon request. If the facility cannot do so, efforts must be documented, and local staff shall be identified and specially trained to provide this service. If a MOU is entered into, the contact information for the provider, including mailing addresses and telephone numbers (including toll-free hotline numbers where available) will be posted in all areas accessible to inmates. In addition, the facility will include on this posting information the extent to which such communications will be allowed and monitored. Documentation of training must be maintained by the employee's manager and made available to the local PREA Compliance Manager upon request. The facility advocate must ensure completion of Attachment 12, PREA Victim Advocate Request Form on all allegations of Sexual Harassment or Sexual Abuse.

Note: Any agreement must be approved through the Legal Services Office prior to implementation.

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- f. Victim advocates from the community used by the facility shall be pre-approved through the appropriate screening process and subject to the same requirements as contractors and volunteers who have contact with offenders. The victim advocate serves as emotional and general support, navigating the offender through the treatment, evidence collection, and investigation process. The victim advocate has access to the offender similar to that of medical staff at the facility. Victim advocates are not authorized to make decisions regarding offender care or interfere with escort, security, or investigation procedures that are deemed necessary by the facility/investigator.
- g. If an external agency is responsible for investigating the allegations of Sexual Abuse, the Department shall request that the investigating agency follow the requirements of (a) through (e) of this section.
- h. An administrative investigation shall be completed for all allegations of Sexual Abuse and Sexual Harassment. Allegations that involve potentially criminal behavior will be referred for investigation to OPS. This referral does not alleviate the facility from its responsibility of reaching a disposition on the administrative SART investigation.
- i. In the event the investigation is referred to an outside entity, that entity shall have in place a policy governing the conduct of such investigations.

C. Training and Education: Participation in training must be documented through employee signature or electronic verification. Participation documentation will note that employees understood the training they have received by signing Attachment 1, Sexual Abuse/Sexual Harassment Prison Rape Elimination Act (PREA) Education Acknowledgement Statement. This form shall be retained in the employee's local personnel file. At the conclusion of the training, employees are asked to seek additional supervisory direction if necessary to ensure understanding of the training.

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1. Employee Training:

- a. All Departmental employees shall be required to attend training annually on:
 - i. The Department's zero-tolerance policy for Sexual Abuse and Sexual Harassment;
 - ii. How to fulfill their responsibilities under the Department's Sexual Abuse and Sexual Harassment prevention, detection, reporting, and response policies and procedures;
 - iii. Offenders' right to be free from Sexual Abuse and Sexual Harassment;
 - iv. The right of offenders and employees to be free from retaliation for reporting Sexual Abuse and Sexual Harassment;
 - v. The dynamics of Sexual Abuse and Sexual Harassment in confinement;
 - vi. The common reactions of Sexual Abuse and Sexual Harassment victims;
 - vii. How to detect and respond to signs of threatened and actual Sexual Abuse;
 - viii. How to avoid inappropriate relationships with offenders;
 - ix. How to communicate effectively and professionally with offenders, including lesbian, gay, bisexual, Transgender, Intersex, or Gender Nonconforming offenders; and

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- x. How to comply with relevant laws related to mandatory reporting of Sexual Abuse to outside authorities.
 - b. In-service training shall include gender specific reference and training to staff as it relates to the specific population supervised. Staff members transferring into a facility of different gender from prior institution shall receive gender-appropriate training.
 - c. New employees shall receive PREA training during Pre-Service Orientation. Attachment 19, Staff PREA Brochure, can be used to assist in this training.
 - d. Specialized training shall be required for members of the Sexual Abuse Response Team (SART) and any other staff members who are likely to be involved in the management and treatment of sexually abused victims and the perpetrators.
2. Volunteer and Contractor Training:
- a. The Department shall ensure that all volunteers and contractors who have contact with offenders are provided with a copy of this policy and have been trained on their responsibilities under the Department's PREA policies and procedures. Attachment 19, Staff PREA Brochure, can be used to assist in this training.
 - b. The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with offenders, but all volunteers and contractors who have contact with offenders shall be notified of the Department's zero-tolerance policy regarding Sexual Abuse and Sexual Harassment and be informed on how to report such incidents.

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- c. Participation must be documented through volunteer and contractor signature or electronic verification and will indicate that the volunteer and contractor understood the training they have received by signing Attachment 1, Sexual Abuse/Sexual Harassment Prison Rape Elimination Act (PREA) Education Acknowledgement Statement. At the conclusion of the training, volunteers and contractors are asked to seek additional direction from Department staff members if necessary to ensure understanding of the training.
3. Offender Education: Information on the GDC's zero-tolerance policy for Sexual Abuse and Harassment and information on how to report an allegation at the receiving facility shall be provided to every offender upon arrival to the facility. In addition to verbal information, offenders will be provided either an Attachment 17, PREA Offender Brochure (English) or an Attachment 18, PREA Offender Brochure (Spanish). Within 15 days of arrival, a comprehensive PREA education training will be conducted by assigned staff members to all offenders which will include a gender appropriate video on Sexual Abuse. Receipt of both the initial information and the comprehensive education will be documented in writing by signature of offender and placed in the offender's institutional file.

In the case of Exigent Circumstances, such training may be delayed, but no more than 30 days. If the Exigent Circumstance extends beyond 30 days, justification and documentation must be placed in the offender's institutional file. Once the Exigent Circumstance no longer applies, such training must be provided immediately. This education is documented in the same manner as for offenders who participated during the regularly scheduled orientation.

- a. The comprehensive PREA education will be provided by designated staff members and the presentation must include:
 - i. The Department's zero tolerance of Sexual Abuse and Sexual Harassment;

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- ii. Definitions of Sexually Abusive behavior and Sexual Harassment;
 - iii. Prevention strategies the offender can take to minimize his/her risk of sexual victimization while in Department custody;
 - iv. Methods of reporting an incident of Sexual Abuse/Sexual Harassment against oneself, and for reporting allegations of Sexual Abuse involving other offenders;
 - v. Treatment options and programs available to offender victims of Sexual Abuse and Sexual Harassment;
 - vi. How an investigation begins and the general steps to an investigation;
 - vii. Monitoring, discipline, and prosecution of sexual perpetrators;
 - viii. The prohibition against retaliation for reporting, and;
 - ix. Notice that male and female staff routinely work and visit housing areas;
- b. The facility shall maintain documentation of offender participation in these education sessions in the offender's institutional file.
- c. Posters reflecting the Department's zero tolerance for Sexual Abuse and Sexual Harassment, contact information and methods of offender reporting shall be posted in each housing unit and common area throughout the facility.

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4. Specialized Training (Investigations):

- a. All staff investigating Sexual Abuse/Sexual Harassment allegations must be specially trained in conducting Sexual Abuse/Sexual Harassment investigations in confinement settings.
- b. Specialized training shall include techniques for interviewing Sexual Abuse victims, proper use of *Miranda* and *Garrity* warnings, Sexual Abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.
- c. The Department shall maintain documentation that agents and investigators, whether internal or external, have completed the required specialized training in conducting Sexual Abuse investigations.

- 5. Specialized Training (Medical and Mental Health Care):** GDC and contracted medical and mental health staff members will be trained annually. Proof of training will be maintained in the employee training file. In addition to the specialized training, these same employees are required to attend GDC's annual PREA in-service training.

D. Screening for Risk of Sexual Victimization and Sexual Abusiveness:

1. All offenders shall be assessed during an intake screening and upon transfer to another facility for their risk of being Sexually Abused by other offenders or sexually abusive toward other offenders.
2. Counseling staff members will conduct a screening for risk of victimization and abusiveness in SCRIBE using SCRIBE's version of Attachment 2, PREA Sexual Victim/Sexual Aggressor Classification Screening Instrument. This screening will be conducted within 24 hours of arrival at the facility and again within 30 days of arrival. Information from this assessment will be used

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to determine classification decisions with the goal of keeping separate those offenders at high risk of being sexually victimized from those at high risk of being sexually abusive. **Note: The results of the risk assessment should not hinder classification opportunities.**

- a. This re-screening will be scheduled in SCRIBE at the same time the initial screening is being entered into SCRIBE.
 - b. Transgender and Intersex offender's screening shall be conducted no less than every six (6) months.
 - c. An offender will also be re-screened when warranted due to a referral, request, incident of Sexual Abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness.
3. Offenders should be encouraged to disclose as much information as possible for the Department to provide the most protection possible under this policy. If an offender chooses not to respond to questions relating to his or her level of risk, he or she may not be disciplined.

Note: Any information related to sexual victimization or abusiveness, including the information entered into the comment section of the Intake Screening Form, is limited to a need-to-know basis for staff, only for the purpose of treatment, security, management, and classification decisions.

4. The Warden/Superintendent shall designate safe housing for those offenders identified as highly vulnerable to Sexual Abuse. Location(s) shall be identified in Attachment 7, PREA Local Procedure Directive and Coordinated Response Plan and in Attachment 11, Staffing Plan Template.
5. In deciding whether to assign a Transgender or Intersex offender to a male or female facility and in making other housing and programming assignments, the Department shall consider on a case-by-case basis whether a placement

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would ensure the offender's health and safety, and whether the placement would present management or security problems in accordance with SOP 220.09, Classification and Management of Transgender and Intersex Offenders.

6. Placement and programming assignments for each Transgender or Intersex offender shall be reassessed no less than every six (6) months to review any threats to sexual safety of the offender.
7. Offenders whose screenings indicate they have experienced prior sexual victimization or have a history of sexually assaultive behavior, or inmates that are alleged victims or aggressors of a Sexual Harassment or Sexual Abuse allegation, must be offered a follow-up meeting with medical and mental health counseling within 14 days of the screening. Staff must complete Attachment 14, PREA Counseling Referral Form.
8. Offenders at high risk for sexual victimization or aggression shall not be placed in involuntary segregation based solely on that determination unless a determination has been made that there is no available alternative means of separation from likely abusers. This placement, including the concern for the offender's safety, must be noted in SCRIBE case notes with documentation of why no alternative means of separation can be arranged.
 - a. Offenders placed in segregation will receive services in accordance with SOP 209.06, Administrative Segregation.
 - b. The facility shall assign such offenders to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
 - c. If offenders placed in segregated housing for this purpose have restricted access to programs, privileges, education, or work opportunities, then the

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facility shall document: 1) the opportunities that have been limited, 2) the duration of the limitation, and 3) the reasons for such limitations.

- d. Every 30 days, the facility shall conduct and document a review for each such offender to determine whether there is a continuing need for separation from the general population.

E. Reporting:

1. Offender Reporting:

- a. Offenders may make a report of Sexual Abuse, Sexual Harassment, or retaliation by any of the following methods: in writing, or verbally, through internal or external methods available. Offenders shall be encouraged to report allegations immediately and directly to a staff member. All reports will be promptly documented and investigated. Offenders may choose to report these allegations anonymously.
- b. The Department may choose to maintain a Sexual Abuse hotline, currently known as the "PREA hotline." Hotline calls will not require the use of the offender's PIN number. Should a Sexual Abuse hotline be maintained, monitoring of this line will be the responsibility of the OPS, with immediate oversight by the Department's PREA Coordinator or designee.

2. Third Party Reporting:

- a. Third party reports may be made to:
 - i. The Ombudsman's Office at P.O. Box 1529, Forsyth, GA 31029, (478) 992-5358;
 - ii. By email to the PREA Coordinator at PREA.report@gdc.ga.gov;

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and

- iii. State Board of Pardons and Paroles, Office of Victim Services, 2 Martin Luther King Jr. Drive, S.E., Balcony Level, East Tower, Atlanta, GA 30334.
- b. Staff members shall accept reports made verbally, in writing, and from third parties and shall promptly document any verbal reports.
- c. Staff members shall forward all reports or suspicions of Sexual Abuse or Sexual Harassment to their immediate supervisor or the designated SART member promptly.
3. Offender Grievances: Allegations of Sexual Abuse and Sexual Harassment are not grievable issues. They should be reported in accordance with methods outlined in this policy.

F. Official Response Following an Offender Report:

1. Staff, First Responder, and Department reporting duties:
 - a. Response protocols shall follow the guidelines outlined in Attachment 7, Local Procedure Directive and Coordinated Response Plan.
 - b. The PREA Unit will be notified of all allegations within two (2) working days after receiving the allegations via PREA.report@gdc.ga.gov using Attachment 10, PREA Initial Notification Form.
2. Reporting to Other Confinement Facilities:
 - a. In cases where there is an allegation that Sexual Abuse occurred at another Department facility, the Warden/Superintendent (or his/her designee) of the victim's current facility will provide notification to the

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Warden/Superintendent of the institution where the allegation allegedly occurred and the Department's PREA Coordinator. In cases alleging Sexual Abuse by Staff at another institution, the Warden/Superintendent of the offender's current facility refers the matter directly to the Regional SAC and the Department's PREA Coordinator. For non-Department facilities, the Warden/Superintendent will notify the appropriate office of the facility where the abuse allegedly occurred and the Department's PREA Coordinator.

- b. Such notification shall be provided as soon as possible but no later than 72 hours after receiving the allegation.
 - c. The facility shall document that it has provided such notification.
 - d. The facility head or Department office that receives such notification shall ensure that the allegation is investigated only if a previous investigation did not occur.
3. Coordinated Response: Each facility shall develop a written institutional plan to coordinate actions taken in response to an incident of Sexual Abuse among staff first responders, medical and mental health practitioners, investigators, and facility leadership. This plan will be kept current and include names and telephone numbers of coordinating parties and be a part of Attachment 7, PREA Local Procedure Directive and Coordinated Response Plan.
4. Protection Against Retaliation:
- a. Anyone who retaliates against a staff member or an offender who has reported an allegation of Sexual Abuse or Sexual Harassment or who has participated in a subsequent investigation shall be subject to disciplinary action.
 - b. The Department shall protect offenders and staff members who report

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Sexual Abuse or Sexual Harassment from retaliation. The Warden/Superintendent shall designate a staff member to serve as the facility Retaliation Monitor and identify them as such in Attachment 7, PREA Local Procedure Directive and Coordinated Response Plan. Multiple protection measures include offender housing changes or transfers, removal of alleged staff member or offender abusers from contact with victims, and emotional support services for offenders or staff members who fear retaliation for reporting or for cooperating with investigations.

- c. The designated Retaliation Monitor shall, for at least 90 days following a report of abuse, monitor the conduct and treatment of offenders or staff members who reported the Sexual Abuse or who participated in an investigation to see if there are any changes that may suggest possible retaliation, and will act promptly to remedy any such retaliation.
 - i. This monitoring will include review of any offender disciplinary reports, housing or program changes, or negative performance reviews or reassignments of staff members. Periodic in-person status checks shall be made by the monitor as well. Attachment 8, Retaliation Monitoring Checklist, shall be completed for each offender monitored. The original shall be kept in a master file by the monitor and a copy placed in the SART investigation file upon completion.
 - ii. This monitoring will include negative performance reviews or reassignments of staff members. Attachment 8, Retaliation Monitoring Checklist, shall be completed for each employee monitored. The original shall be kept in a master file by the monitor.
 - iii. Such monitoring shall continue beyond 90 days if the initial monitoring indicates a continuing need. The obligation for monitoring will terminate if the Allegation is Unfounded.

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G. Investigations:

1. All reports of Sexual Abuse or Sexual Harassment will be considered allegations and will be investigated.
2. Upon receipt of any PREA allegation, an Incident Report will be completed in accordance with SOP 203.03, Incident Reporting and coded as "PREA Allegation" in SCRIBE.
3. The PREA Case that is generated in the PREA SCRIBE Module for every PREA allegation will be fully completed and submitted for review to the PREA Coordinator's office within 30 days of the completion of the SART investigation.
4. SART investigation files will be organized in a uniform manner by securing the contents to the left and right side of their file folders as described below:
 - a. The left side of the investigative file folder (Summary side) will be organized using Attachment 15, Investigative File Summary Checklist.
 - b. The right side of the investigative file folder (Investigation Detail side) will be organized using Attachment 16, Investigative File Detail Checklist.
5. There shall be no standard higher than a preponderance of the evidence in determining whether allegations of Sexual Abuse or Sexual Harassment are substantiated.
6. The local SART is responsible for the administrative investigation of all allegations of Sexual Abuse or Sexual Harassment. Attachment 4, Sexual Allegation Response Checklist will be completed for all PREA allegations. In cases where allegations are made against staff members and the SART inquiry deems the Allegation is Unfounded or Unsubstantiated by evidence,

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the case can be closed at the facility level. If the allegation is criminal in nature, an interview shall neither be conducted, nor will a statement be collected from the accused perpetrator without first consulting the Regional SAC.

7. At the conclusion of each SART investigation, Attachment 6, PREA Investigative Summary shall be submitted to the PREA Unit via PREA.report@gdc.ga.gov for administrative review.
8. Appointing authorities or their designees shall report all allegations of Sexual Abuse with penetration and those with immediate and clear evidence of physical contact to their Regional Director, Regional SAC, and the Department's PREA Coordinator immediately upon receipt of the allegation.
 - a. Where Sexual Abuse is alleged and cannot be cleared at the local level (as indicated in G.5 of this section), the Regional SAC shall determine the appropriate response upon notification. If this appropriate response is to open a criminal investigation, the Regional SAC shall assign an agent or investigator who has received special training in Sexual Abuse investigations.
 - b. Agents and investigators shall gather and preserve direct and circumstantial evidence including any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of Sexual Abuse involving the suspected perpetrator.
 - c. The credibility of the victim, suspect, or witness shall be assessed on an individual basis and will not be determined by the person's status as offender or staff member. An offender who alleges Sexual Abuse shall not be required to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.

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- d. Upon conclusion of the criminal investigation, OPS must notify the Warden/Superintendent and the Statewide PREA Coordinator of the disposition of the case.
9. For investigations of allegations of Sexual Abuse, the Department shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecution in accordance with SOP 103.06, Investigations of Allegations of Sexual Contact, Sexual Abuse, and Sexual Harassment of Offenders.
10. Substantiated Allegations of conduct that are deemed criminal shall be referred for prosecution if there is enough evidence to prosecute.
11. All Sexual Abuse and Sexual Harassment investigations shall be prompt, thorough, and objective.
12. Administrative and criminal investigations shall include an effort to determine whether staff member actions, or failures to act, contributed to the abuse. This shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind the credibility assessments, and investigative facts and findings.
13. OPS shall maintain all such written reports for as long as the alleged abuser is incarcerated or employed by the Department, plus five (5) years.
14. The recanting of an allegation or the departure of the alleged abuser or victim from the employment or control of the Department shall not provide a basis for terminating an investigation.
15. Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.

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16. When outside agencies investigate Sexual Abuse, the Department shall cooperate with the outside investigators and shall endeavor to remain informed about the progress of the investigations.
17. Following the close of an administrative investigation into an offender's allegation that he or she suffered Sexual Abuse or Sexual Harassment in a Department facility, the Warden/Superintendent shall ensure the offender is notified as to whether the Allegation has been determined to be Substantiated, Unsubstantiated, Unfounded, Unsubstantiated-forwarded to OPS, Substantiated-forwarded to OPS, or not PREA. This will be completed by a member of the local SART unless appointing authority delegates to another designee. In the event an allegation is forwarded to OPS for investigation, the facility shall also notify the offender of the outcome of the OPS investigation upon completion. Such notifications or attempted notifications shall be documented on Attachment 3, PREA Disposition Offender Notification Form. The Department's obligation to report under this standard shall terminate if the offender is released from the Department's custody.

H. Discipline:

1. Disciplinary Sanctions for Staff Members:
 - a. Staff members who engage in Sexual Abuse with an offender shall be banned from correctional institutions and subject to disciplinary action, with termination being the presumptive discipline, and may also be referred for criminal prosecution when appropriate.
 - b. Disciplinary sanctions for violations of Department policy related to Sexual Harassment will be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff members with similar histories.

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- c. All terminations for violations of the Department Sexual Abuse or Sexual Harassment policies, or resignations by staff members that would have been terminated if not for their resignation shall be reported to law enforcement agencies, unless the activity was clearly not criminal. These shall also be reported, as required, to the Georgia Peace Officers Standards and Training Council (POST).
 - d. OPS shall refer all substantiated cases of offender-to-offender Sexual Abuse and staff-to-offender Sexual Abuse for criminal prosecution.
2. Contractors and Volunteers: Any contractor or volunteer who engages in Sexual Abuse shall be prohibited from contact with offenders and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. The facility shall take appropriate remedial measures and shall consider whether to prohibit further contact with offenders in the case of any other violation of Department Sexual Abuse or Sexual Harassment policies by a contractor or volunteer.
3. Disciplinary Sanctions for Offenders:
 - a. The Department prohibits all consensual sexual activity between offenders, and offenders may be subject to disciplinary action for such activity. Consensual (non-coerced) sexual activity between offenders does not constitute Sexual Abuse but is considered a disciplinary issue.

Note: All instances of sexual contact between offenders will be treated as non-consensual unless proven otherwise during the course of an investigation.

- b. Offenders shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the offender engaged in offender-to-offender Sexual Harassment, offender-to-offender Sexual Abuse, or a criminal finding of guilt for offender-to-offender

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Sexual Abuse. These sanctions shall be imposed in accordance with SOP 209.01, Offender Discipline.

- c. Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the offender's disciplinary history, and the sanctions imposed for comparable offenses by other offenders with similar histories.
- d. The disciplinary process shall consider whether the offender's mental disabilities or mental illness contributed to behavior when determining what type of sanction, if any, will be imposed. See SOP 508.18, Mental Health Discipline Procedures.
- e. If the facility offers therapy, counseling, or other interventions to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to offer or require the perpetrator to participate in such interactions as a condition of access to programming or other benefits.
- f. An offender may be disciplined for sexual contact with a staff member only upon a finding that the staff member did not consent to such contact.

Note: Offender-to-Staff Sexual Abuse is not covered under PREA.

- g. For the purposes of a disciplinary action, a report of Sexual Abuse made in good faith upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish sufficient evidence to substantiate the allegation.
- i. Following an administrative finding of malicious intent on behalf of the offender making a false report, regardless of method used, the offender shall be subject to disciplinary sanctions pursuant to a formal disciplinary

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process in accordance with SOP 209.01, Offender Discipline.

- i. Any person who willfully and knowingly gives or causes a false report of a crime to be given to any law enforcement officer or agency of this state is prosecutable under O.C.G.A. § 16-10-26, *False Report of a Crime*. Any individual proven to make a false allegation (defined in 3.i. of this section) will receive a disciplinary report and may be subject to prosecution under this statute.
- ii. Any person who willfully and knowingly gives or causes a false report of Sexual Harassment will be subject to disciplinary action in accordance with SOP 209.01, Offender Discipline.

I. Medical and Mental Health Care: The Department shall provide prompt and appropriate medical and mental health services in compliance with 28 CFR § 115 and in accordance with SOP 507.04.85, Informed Consent and SOP 507.04.91, Medical Management of Suspected Sexual Assault.

J. Data Collection and Review:

1. Monthly Sexual Abuse Program Review. The facility SAIRT shall conduct a Sexual Abuse incident review within 30 days of the conclusion of every Substantiated and Unsubstantiated Sexual Abuse investigation to review and assess the facility's PREA prevention, detection, and response efforts as stipulated in Attachment 9, Sexual Abuse Incident Review Checklist. Reviews are not necessary for harassment Allegations or incidents with a disposition of Unfounded or not PREA.
2. The facility shall:
 - a. Each facility shall submit a report to the Department's PREA Analyst each month using the electronic spreadsheet provided from the PREA Coordinator's office. This form shall be submitted by e-mail no later than

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the third calendar day of the month following the reporting month. All allegations investigated within the month shall be included on this report along with the appropriate disposition. The monthly report shall be completed in accordance with the Facility PREA Log User Guide.

- b. In addition to the electronic spreadsheet (see section 2.a above), each facility shall submit a copy of Attachment 9, Sexual Abuse Incident Review Checklists from each SAIRT meeting held that month. These forms shall be submitted by e-mail no later than the third calendar day of the month following the reporting month.
 - c. The Department shall review data collected and aggregated of all Sexual Abuse allegations in order to improve staff performance, identify problem areas, and improve facility operations and offender sexual safety. The Department shall publish the data in an annual report, comparing each years' data, and provide an assessment of progress in addressing offender Sexual Abuse. It shall make this publicly available on its website.
- I. **Audits:** The Department shall conduct audits pursuant to 28 C.F.R.§115.401-405. Each facility operated by the Department shall be audited every three (3) years on a schedule determined by the Department's PREA Coordinator. Federal Auditors determine compliance with federal standards and shall not dictate facility management or procedural decisions. All auditor suggestions and findings shall be referred to the agency PREA Coordinator for review.

County facilities and private facilities operated on behalf of the Department (housing state offenders) must meet the same audit requirements. These entities are responsible for scheduling and funding their audits. All auditors shall be certified by the Department of Justice. Each facility shall bear the burden of demonstrating compliance with the federal standards. A copy of the final report shall be submitted to the Department's PREA Coordinator upon completion of the audit and must be conducted every three years.

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V. Attachments:

- Attachment 1: Sexual Abuse/Sexual Harassment Prison Rape Elimination Act (PREA) Education Acknowledgement Statement
- Attachment 2: PREA Sexual Victim/Sexual Aggressor Classification Screening Instrument
- Attachment 3: PREA Disposition Offender Notification Form
- Attachment 4: Sexual Allegation Response Checklist
- Attachment 5: Procedure for SANE Evaluation/Forensic Collection
- Attachment 6: PREA Investigative Summary
- Attachment 7: PREA Local Procedure Directive and Coordinated Response Plan
- Attachment 8: Retaliation Monitoring Checklist
- Attachment 9: Sexual Abuse Incident Review Checklist
- Attachment 10: PREA Initial Notification Form
- Attachment 11: Staffing Plan Template
- Attachment 12: PREA Victim Advocate Request
- Attachment 13: Contractor/Volunteer Verification Form
- Attachment 14: PREA Counseling Referral Form.
- Attachment 15: Investigative File Summary Checklist
- Attachment 16: Investigative File Detail Checklist
- Attachment 17: Offender PREA Brochure (English)
- Attachment 18: Offender PREA Brochure (Spanish)
- Attachment 19: Staff PREA Brochure

VI. Record Retention of Forms Relevant to this Policy:

Retention of PREA related documents and investigations shall be securely retained and made in accordance with the following schedule:

- A. Sexual Abuse data, files, and related documentation - at least ten (10) years from the date of the initial report.

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- B. Criminal investigation data, files, and related documentation - for as long as the alleged abuser is incarcerated or employed by the agency, plus five (5) years; or ten (10) years from the date of the initial report, whichever is greater.
- C. Administrative investigation data, files, and related documentation - for as long as the alleged abuser is incarcerated or employed by the agency, plus five (5) years; or ten (10) years from the date of the initial report, whichever is greater.



State Prison Site Visits and Bidders/Offerors' Conference Announcement

Solicitation Number: 46700-GDC0001152

Solicitation Name: Statewide Offender Commissary Services

Requesting Entity	Georgia Department of Corrections
Date of Site Visit	May 27, 2025
Location	Hancock State Prison 701 Prison Boulevard Sparta, GA 31087
Time of Site Visit	9:30 a.m.
Location	Johnson State Prison 290 Donovan-Harrison Rd. Wrightsville, GA 31096
Time of Site Visit	2 p.m.
Date of Site Visit and Conference	May 28, 2025
Location	Dodge State Prison 2971 Old Bethel Road Chester, GA 31012
Time of Site Visit	9:30 a.m.
Time of Conference	At the conclusion of the site visit
Location	Dodge State Prison 2971 Old Bethel Road Chester, GA 31012
Issuing Officer	Barbara Burns
Telephone No	404-656-2291
E-mail	barbara.burns@doas.ga.gov

This notification confirms the Bidders/Offerors' Conference to be held at the time and date specified above for this solicitation. Participation in this Conference is Mandatory. For additional information, please contact the Issuing Officer identified above.

NOTE:

1. The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of Attachment A eRFP Document. Attendance is mandatory; a representative of the supplier must attend the conference in its entirety to be considered eligible for contract award. Each company attending the site visits will only be allowed to have 2 representatives present.

2. The supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

The following guidelines must be adhered to during the site visit:

- No electronic devices are allowed to include but not be limited to Cell phones, tablets, or smart watches.
- Please ensure that ALL visitors are dressed in professional attire. No denim/no jeans and no shorts.
- Photo ID required for facility entry.
- No weapons or metal.
- No tobacco.

Any Supplier that does not have a representative present during the date and time arranged by GDC for each site, will be deemed ineligible to provide a proposal for this solicitation. Please submit confirmation of interest in attending with a completed copy of the GDC Criminal Drivers History Consent Form (Attachment S) by sending an email to the Issuing Officer (Barbara.Burns@doas.ga.gov). In the email, please include the name of the company, the name and title of the representative that will be attending and attach a completed background check agreement for each attendee, by no later than noon, Monday, May 19, 2025. Confirmation will be provided of clearance or denial of attendees via email, no later than Wednesday, May 21, 2025.

Please be advised that access can only be permitted with State or Federal picture identification. Suppliers will be limited to no more than two representatives during each tour. Each visitor must follow the prisons security guidelines such as adhering to the policy of no cameras, cell phones, computers or tobacco products. There will be no question-and-answer period at the facility, as this will be reserved for the mandatory pre-proposal conference.



Bidders/Offerors' Conference Sign-in Form

State Entity Name: Georgia Department of Corrections – Hancock SP

Solicitation Number: GDC0001152

Solicitation Name: Statewide Offender Commissary Services

Date: 05/28/2025

COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
	K. News, DWA	HANCOCK SP	706-444-1121	KATHERINE.WEELS@GDC.GA.GOV
GCS	Bu Silva	400 BONNETMAN BLACKSHEAR, GA 31516	912-614-3288	bills@stewartcandy.com
GCS	John Stewart	400 BONNETMAN RD. BLACKSHEAR, GA 31516	912 614 1272	jahs@stewartcandy.com
GDC	Tamikia Mahoney	Hancock SP	706-444-1083	tamikia.mahoney@gdc.ga.gov
GDC	Tommy McCoy	300 Patrol Rd. Forsyth, GA	404-663-0299	tommy.mccoy@gdc.ga.gov
GDC	Tonya Doming	300 Patrol Rd Forsyth, GA 31029	478-796-5434	tonya.doming@gdc.ga.gov
GDC	Marcia Primus	300 Patrol Rd Forsyth, GA 31029	478-408-7819	Marcia.Primus@gdc.ga.gov
GDC	Jeremy Foster	Hancock SP	716 444-1002	Jeremy.Foster@gdc.ga.gov
GDC	Tamara Frier	Hancock SP	706-444-1021	Tamara.Frier@gdc.ga.gov
GDC	Antoine Caldwell	North Region Office	229-425-7275	antoinc.caldwell@gdc.ga.gov



COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
GDC	Dr. Angela Williams	300 Patriot Rd. Forsyth, GA	478-960-5275	angela.williams2@gdc.ga.gov
GDC	Paul Sanford	Harold Skelton	478-551-3657	Paul.Sanford@gdc.ga.gov
GDC	Benjamin Ford	300 Patriot Rd. Forsyth, GA	478-951-7536	benjamin.ford@gdc.ga.gov
GDC	Timmy Sexton	300 Patriot Rd. Forsyth, GA	678-209-7915	timmy.sexton@gdc.ga.gov



Bidders/Offerors' Conference Sign-in Form

State Entity Name: Georgia Department of Corrections – Johnson SP
Solicitation Number: GDC0001152
Solicitation Name: Statewide Offender Commissary Services
Date: 05/28/2025

COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
GCS	BILL SILVA	400 BUNDEMAN RD BLITCHESBURG, GA 31516	912-614 3288	bill@stewartcandy.com
GCS	JOHN STEWART	400 BUNDEMAN RD. BLITCHESBURG, GA 31516	912 614 1272	johns@stewartcandy.com
GDC	ANGELA WILSON	300 Patrol Road Forsyth, GA	478- 760-5275	angela.wilson2 @gdc.ga.gov
GDC	Tammy Moly	300 Patrol Rd	404-697 -0295	tmc
GDC	TAMMY SEXTON	300 Patrol Rd Forsyth, GA	678- 209- 7915	tammysexton1 @gdc.gov.ga
GDC	Tonya J. Doming	300 Patrol Rd Forsyth, GA	478- 796-5434	tonya.doming @gdc.ga.gov
GDC	Maria Primus	300 patrol Rd Forsyth, GA 31029	478-508- 7819	Maria.Primus @gdc.ga.gov
GDC	Benjamin Ford	300 patrol Road Forsyth, GA	478-951 75-36	benjamin.ford @gdc.ga.gov
GDC	Annetta Tobey	Ridgely GA	706-819- 3830	annetta.tobey @gdc.ga.gov
GDC	Kochelle Watson	Wrightsville Ga.	478-357 6630	Kochelle.Watson @gdc.ga.gov



Bidders/Offerors' Conference Sign-in Form

State Entity Name: Georgia Department of Corrections – Dodge SP

Solicitation Number: GDC0001152

Solicitation Name: Statewide Offender Commissary Services

Date: 06/03/2025

COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
GDC	Tonya J Dominy	300 Patrol Rd Forsyth, GA 3029	478-796-5434	tonya.dominy@gdc.ga.gov
GDC	Tammy Sexton	300 Patrol Rd Forsyth, GA	678-209-7915	tammy.sexton1@gdc.ga.gov
GDC	Khalilah Williams	2971 Old Bethel Church Road Chester, GA 31021	(404) 387-0610	khalilah.williams@gdc.ga.gov
GCS/Stewart Dist.	Will Jettfords	510 Magnolia Dr Waycross, GA 31501	912-614-2305	willj@stewartcandy.com
GCS/Stewart	Bill Silva	400 Bonnybrook Blackshear, GA 31516	912-614-3288	bills@stewartcandy.com
GDC	Tommy McCoy	300 Patrol Rd Forsyth, GA	404-693-0299	tommy.mccoy@gdc.ga.gov
GDC GDC	Maria Primus	300 Patrol Rd Forsyth, GA 3029	478-568-7819	Maria.Primus@gdc.ga.us
GDC	Alicia Ward	2971 Old Bethel Rd Chester, GA 31021	478-874-9472	alicia.ward@gdc.ga.gov
GDC	Termaine M. White	137 Pine wood Rd Lewburg, GA 31763	229-854-7214	Termaine.White@gdc.ga.gov
GDC	Michael Thomas	2971 Old Bethel Church Rd Chester, GA 31021	478-305-0796	michael.Thomas@gdc.ga.gov



COMPANY NAME	REPRESENTATIVE NAME	ADDRESS	PHONE/FAX	E-MAIL
GDC	Dr. Angela C. Williams	300 Patrol Rd Forsyth, GA 31029	478-960-5275	angela.williams 2 @gdc.ga.gov
GDC	Jackson DeFore	300 Patrol Rd Forsyth, GA 31029	706-819-2508	jackson.defore@ gdc.ga.gov



Supplier Q & A Template

RFP Number: 46700-GDC0001152	RFP Title: Statewide Offender Commissary Services
Requesting State Entity: Georgia Department of Corrections	Date: June 18, 2025
Issuing Officer: Barbara Burns	RFP Initially Posted to the Internet: May 9, 2025
eMail Address: Barbara.burns@doas.ga.gov	Telephone: 404-656-2291

The purpose of this document is to provide answers to supplier questions. Please see Questions and Answers included herein.

Note: This document is intended for informational purposes only. Any changes to the RFP must occur through a published addendum (or through publication of a new version of the RFP in Team Georgia Marketplace™). If multiple Q & A documents are posted, the most recent Q & A shall govern in the event of a conflict.

QUESTIONS AND ANSWERS

#	Questions	Referenced RFP Section	Answers
1.	The RFP indicates that “The supplier must be adaptable to changes to the contract, such as new facilities being opened and/or facility mission changes, which may increase or decrease the number of facilities with offender commissaries.” What changes does the GDC anticipate will occur over the life of the contract being procured that may affect offender commissaries?	State of Georgia – State Entity: Georgia Department of Corrections eRFP 1.1 Purpose of Procurement	The foreseeable changes that may affect commissary operations are noted below: GDC intends to shift the general population offender from Lee Arrendale SP to McRae Facility. There is also potential for adding more bed space and shifting population between facilities to include surge opportunities.
2.	The RFP mandates integration with new technology that becomes available during the contract period.	State of Georgia – State Entity: Georgia Department of Corrections	GDC anticipates utilizing offender tablets/kiosks in the future for processing commissary orders and implementing a tablet solution in fiscal year 2026.



#	Questions	Referenced RFP Section	Answers
	Does the state have tentative plans in place to add new technology that will require integration? If so, are there tentative dates the state would like to implement the integrations?	eRFP 1.1 Purpose of Procurement	
3.	The RFP requires the awarded supplier to “make all reasonable efforts to prevent the introduction of contraband into GDC facilities while performing the duties of this contract.” Does the GDC intend to implement any new technology specific to contraband detection that will require additional compliance? [A contraband RFP was awarded in July 2024, not sure if it has come on line and if there are any anticipated changes.]	State of Georgia – State Entity: Georgia Department of Corrections eRFP 1.1 Purpose of Procurement	For security reasons, GDC will not reveal our plans for implementing new technologies to combat contraband at this time.
4.	The RFP provides that failure to attend the mandatory State Prison Site Visits as well as the Bidders/ Offerors’ Conference renders a supplier ineligible for contract award. Does the GDC intend to waive this requirement given only one supplier attended the State Prison Site Visits and the Bidders/ Offerors’ Conference?	State of Georgia – State Entity: Georgia Department of Corrections eRFP 2.1.4 Attending Bidders/ Offerors’ Conference	GDC does not intend to waive this requirement. The site visits will remain mandatory.
5.	The methodology sites the US Department of Labor Table 3, CPI for All Urban Consumers: US city average, by detailed expenditure category. In reviewing the US Department of Labor CPI database, CPI Table 3 contains special aggregate indexes. The table best matching	State of Georgia – State Entity Standard Contract – Attachment 1 Section D – Compensation – 1. Pricing – Contract Price	GDC will update the contract Section D.1. to change the reference from Table 3 to Table 2, Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category.



#	Questions	Referenced RFP Section	Answers
	the description cited appears to be Table 2. Can the GDC review and clarify the correct CPI Table for Contract Price Adjustments?	Adjustments	
6.	Considering the extreme volatility that the market can experience during extraordinary events, can there be some consideration for pricing relief in a particular category, once the monthly CPI data exceeds an agreed upon percentage increase verified with documented manufacturer increase notifications?	State of Georgia – State Entity Standard Contract – Attachment 1 Section D – Compensation – 1. Pricing – Contract Price Adjustments	GDC intends to consider price adjustments as outlined in contract Section D.1.
7.	Due to the wide range of factors that contribute to the correct calculation of the KPI data, will the GDC incorporate the review of the KPI results into a quarterly review meeting to finalize any liquidated damages before any assessment is determined as well as discuss possible remedies to minimize factors beyond the suppliers' control?	Scope of Services: Statewide Offender Commissary Services eRFP # 46700-GDC0001152 Performance Management: Key Performance Indicators and Benchmarking	GDC agrees to incorporate the review of the KPI results and to discuss possible remedies to minimize factors beyond the suppliers' control into a quarterly review meeting to finalize any liquidated damages before any assessments are applied.
8.	The KPIs performance reviewed is stated to be reviewed as overall performance, agency wide. In conflict, it also states that any assessment will be deducted from the invoice(s). Since invoices are facility, and in some cases, store specific, will the GDC deduct any assessment equally across every GDC invoiced facility?	Scope of Services: Statewide Offender Commissary Services eRFP # 46700-GDC0001152 Performance Management: Key Performance	The referenced section has been revised on the Attachment B – Scope of Services . Please review this section which further clarifies how liquidated damages will be assessed and credit memos issued.



#	Questions	Referenced RFP Section	Answers
		Indicators and Benchmarking	
9.	Given staffing and security concerns that have been in the media lately and with the fairly recent shooting death of a vendor, does the GDC intend to make any changes to security that may affect provision of commissary services?	Security	Overall security protocols have been reviewed and updated to include additional screening of vendor employees.
10.	Should security concerns at GDC facilities impact the cost of staffing related to commissary services, will the GDC consider a contract amendment to cover any such increased costs should they arise?	Security	Security remains the highest concern for GDC and is considered in our overall operating procedures. We see no inherent risks to vendors making deliveries to our facilities.

Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section with a "YES" to pass.

Any questions you answer with a "NO" will fail the technical requirements and results in disqualification of the proposal.

By answering "Yes," you indicate that you meet the individual requirements in the response block provided. ONLY upload documents if there is a Yes in the "Upload Attachs with Additional Information?" column, to provide additional information about specific questions. Documents not requested in this column will not be evaluated.

DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Attchts with Additional Information ?	Attachment File Name
	General			
1	Supplier agrees to all requirements listed in the Scope of Services. (see Attachment B)	YES	No	
2	Supplier agrees to allow GDC to visit its Commissary Operations during regular business hours.	YES	No	
	Past Performance and Supplier Experience			
3	Supplier has demonstrated at least two years of correctional commissary service experience within the last five years.	YES	Yes	
	Delivery Plan			
4	Supplier can supply all "Must Have" items identified in the cost worksheet for this RFP.	YES	No	
5	Because this contract will service state prisons, the supplier should be aware that emergency situations may occur which could prevent scheduled services from being rendered. In such a case, the supplier may not be admitted in to the applicable institution(s) or on state property, which would impede performance of their service. In these situations, the supplier will make every effort to return, upon notice by GDC, to perform on an alternate schedule of service. In no case shall GDC be charged for any expenses pertaining to these and similar situations.	YES	No	
	Software Solution			
6	Supplier shall maintain a financial accounting and inventory tracking system to conduct a nightly reconciliation of reported sales from SCRIBE, GDC's internal trust accounting system. This is provided at no additional cost.	YES	No	
7	If requested, Supplier will provide an initial on-site training at an approved GDC facility for GDC staff to learn the financial accounting and inventory tracking system at no additional cost.	YES	No	
	Implementation Plan and Staffing			
8	Supplier must agree to adhere to all applicable GDC policies and security provisions as indicated in the GDC SOP: Guidelines for Civilian Construction Workers, Consultant, and Contract Personnel.	YES	No	

Attachment D

Mandatory Scored Questions

Supplier must answer all questions within this document. Use this Mandatory Scored Response Document to enter your response directly beneath each question. Supplier's Response for each question should address all associated requirements listed within the Scope of Work (SOW) document. Answers, along with any required supporting materials, will be evaluated and awarded points in accordance with eRFP, Section 6, Proposal Evaluation and Award.

DO NOT INCLUDE ANY PRICING OR COST INFORMATION IN YOUR RESPONSE.

Company Overview and Background

1. GDC requires a supplier that has two years of correctional commissary service experience, which includes the provision of providing technology solutions for financial accounting and inventory tracking as part of the correctional commissary services within the last five years. Describe your current correctional commissary contracts to include, but not limited to, a brief description of the scope of work with the number of locations serviced, the delivery frequency for each contracted location, and the size of the population being serviced for each contract.

Supplier Response

Stewart Distribution has been providing commissary services to various institutional customers since the early 1990s, including various GDC facilities. (30+ years).

McDaniel Supply has been providing commissary services to various institutional customers since the 1990s, including GDC facilities. (25+ years)

In 2008, GDC awarded the consolidated commissary contract to GCS for all GDC facilities. GCS is the current commissary supplier for all GDC facilities.

Georgia Commissary Suppliers, LLC is a partnership comprised of Stewart Candy Company of Blackshear, GA and McDaniel Supply Company of Jesup, GA

GCS utilizes the CACTAS Commissary APP. CACTAS, the Cashless Commissary and Trust Fund Accounting System (CACTAS), is a Web Based URL which was initially developed in 1992 specifically to provide a state-of-the-art cashless commissary and trust fund

accounting system for prison units, has evolved over the past 26 years into a standard-setting solution for the corrections industry.

Our largest, current, commissary customer is the GDC. The GDC is responsible for supervising nearly 53,000 state prisoners within 34 state prisons, 8 probation detention centers, and 7 treatment facilities located throughout the state of Georgia. Each facility primarily orders and receives a delivery each week based on an authorized order and delivery schedule.

GCS receives commissary PO requests via CACTAS from GDC facilities based on an agreed upon ordering deadline and delivery schedule. The POs are downloaded into the warehouse software where they are then downloaded into the commissary pickers load scanners in a secure, segregated section of the warehouse.

Commissary pickers scan, assemble, palletize, and securely wrap the orders each day. Once all daily orders are completed, they are moved and loaded onto GCS vehicles based on a predetermined delivery schedule and secured with a unique, tamperproof load tag to ensure security until delivery to the designated GDC facility.

At the beginning of each day, GCS authorized and approved drivers inspect their vehicle and load for safety and security. Once all check are satisfactory, they then proceed on their delivery route based on their manifest and delivery schedule.

GSC drivers announce their arrival at the facility and wait for authorization to enter the GDC facility security process. Once completed, the driver delivers the load to the designated delivery location. GCS drivers present the invoice to GDC store personnel and proceeds off-loading the palletized order where it is checked in for accuracy.

GCS driver collects any pre-arranged returns, receives a signature verifying the delivery, and proceeds to the security gate to begin the process of exiting the facility.

GDC commissary employees contact the GCS institutional sales department with any order variances (damages, shortages, mis-picks, etc.) within 48 hours of the delivery.

Once verified, GCS issues the appropriate credit to balance the PO and delivery invoice.

2. Provide an organizational chart for your organization. Describe the organizational leadership proposed to meet service expectations and contract standards. Include a description of your reporting structure and staff qualifications and experience as it applies to this contract.

Supplier Response

Stewart GDC Contract Representative: Bill Silva

Stewart CEO: Jimmy Stewart

McDaniel Supply CEO: Jerry McDaniel

Stewart Director of Institutional Sales: Will Jeffords

Stewart GDC Rep: John Stewart
Stewart GDC Rep: Paul Grieco
Stewart Director of Account Services: Sherri Tucker
Stewart Admin Supervisor of Institutional Sales: LeAnn Lee
Stewart Institutional Sales Admin: Shonna Johnson
Stewart Institutional Sales Admin: Kara Salts
Stewart Institutional Sales Admin: Linsey Sauls
Stewart Transportation Specialist: Sug Grant
Stewart Warehouse Manager: Jason Powell
Stewart Institutional Warehouse Supervisor: Dustin Griffin

3. Describe your infrastructure to include but not limited to the number and locations for warehouses, number of trucks that will be used in meeting the requirements described in Attachment B Scope of Service.

Supplier Response

The GCS partnership has 3 warehouse locations.

Stewart Distribution operates a 240,000 sq ft centralized distribution center at 400 Bonneyman Road, Blackshear, GA, servicing over 1500 retail, institutional, and community-based customers throughout Georgia, Florida, Alabama, and South Carolina, employing over 250 employees.

This primary warehouse location has recently undergone a \$4.5MM renovation that will enhance security in all aspects of the institutional sales department's warehousing operation, from receiving products, stocking, slotting, and picking products, as well as the loading and shipping process.

Stewart Candy Company also maintains a secondary 200,000 sq ft warehouse location at 600 Haines Ave., in Waycross, GA. While this warehouse is primarily utilized in the manufacturing of Stewart Candy items, it is also utilized as an additional resource for GCS commissary operation when warranted.

Stewart Distribution operates up to 20 active delivery routes per day, with up to 3 active delivery routes dedicated to Institutional Sales.

McDaniel Supply operated a 70,000 sq ft centralized distribution center in Jesup, GA, servicing over 85 institutional and community customers throughout Georgia, Florida, and South Carolina, North Carolina, and Tennessee, employing over 100 employees.

McDaniel Supply operates up to 8 active delivery routes per day, one of which is dedicated to GDC facilities.

Ordering & Invoicing

4. Describe in detail how your ordering process will meet the requirements as noted in Attachment B Scope of Service - *Ordering and Delivery Requirements* of this eRFP.

Supplier Response

Ordering and Delivery Requirements

1. Deliveries shall be made by the awarded supplier to each facility individually. Facilities will submit orders a minimum of 72 business hours prior to the delivery day and time. Orders may be increased in advance of holiday weeks.

Each facility will have a scheduled order deadline to ensure the order is processed efficiently to meet the agreed upon delivery schedule. GCS will work with each facility to develop a schedule to accommodate the increased volume during pre-holiday weeks.

2. During state holiday weeks such as Fourth of July, Thanksgiving, Christmas, and New Years', local facilities may prefer to place one order to cover more than one week's anticipated commissary sales to accommodate staff holiday schedules. A list of state holidays will be provided each year.

GCS will be proactive and survey all GDC facilities to develop a holiday schedule to meet their needs as necessary during pre- holiday weeks.

3. Attachment N: Commissary Operations Overview is a supplemental document that provides locations, schedules, operational details, and equipment requirements for each respective location.

GCS has a defined ordering and delivery schedule for every GDC facility.

GCS will work with each GDC facility to determine the required equipment based on the delivery parameters of each GDC facility.

GCS will work with each facility to accommodate any necessary changes within the framework of the routing structure to avoid any conflicts in the delivery process.

4. Commissary orders will be delivered complete and in full to each GDC facility weekly on the day and time specified in Attachment N: Commissary Operations Overview. Facility personnel shall inspect all deliveries as necessary to ensure completeness.

- a. GDC will only allow one truck for commissary order deliveries with the exception of a separate delivery for Ice Cream.

GCS will maintain a routing and delivery schedule that accommodates one truck delivery per facility per week. In instances where the commissary order exceeds the capacity of delivery vehicle required by the facility's delivery process, a supplemental delivery may be employed to meet the facilities demand. In these rare instances, GCS will contact the affected facility to determine the best remedy for the situation and schedule accordingly.

- b. **Late Deliveries:** If the order cannot be delivered at the specified time, due to supplier's fault, an alternate delivery time must be coordinated with the facility point of contact to ensure the order is delivered within 24 hours of scheduled delivery time. If the order is late due to extenuating circumstances, the supplier must immediately notify the facility point of contact and also send follow-up email to the contract administrator to document the instance.

The GCS Institutional Sales Department will notify each affected facility's primary contact as soon as possible via phone and email notifying them of any variance in delivery schedule. GCS will work with the facility to determine any necessary schedule change that is in the best interest of the GDC facility within the route structure capabilities.

GCS welcomes the opportunity to develop a comprehensive contact list to ensure beneficial and efficient communication as necessary and/ or required.

- c. The supplier must immediately notify the facility if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond control and without the fault or negligence of the supplier. In this instance, the supplier must provide an emergency alternative delivery schedule as soon as reasonably possible.

The GCS Institutional Sales Department will notify each affected facility's primary contact as soon as possible via phone and email notifying them of any variance in delivery schedule. GCS will work with the facility to determine any necessary schedule change that is in the best interest of the GDC facility within the route structure capabilities.

GCS welcomes the opportunity to develop a comprehensive contact list to ensure beneficial and efficient communication as necessary and/ or required.

- 5. Commissary Orders will be delivered according to the specification of each facility. The current schedule is noted in Attachment N: Commissary Operations Overview. GDC reserves the right to

modify this schedule to meet the needs of individual facilities. Changes to the delivery schedule requested by supplier may only be made with the prior approval of the GDC. Deliveries will exclude state holidays.

GCS will maintain a defined ordering and delivery schedule for every GDC facility.

It should be noted that Attachment N does not list ANY GDC facility as having a limitation on delivery trailer size, yet currently five GDC locations have limitations on trailer size due to the logistics of maneuvering within the facility to the designated delivery area.

Montgomery SP, Pulaski SP, Rogers SP, Valdosta SP, and Ware SP.

GCS continues to work with each facility to accommodate any necessary changes within the framework of the routing structure to avoid any conflicts in the delivery process. GCS will continue to work with the GDC to accommodate requests for modification to the schedule to meet the need of the GDC facility while also maintaining the integrity of the route structure for cost, safety, time, and efficiency.

6. Delivery Truck Size Restrictions – GDC cannot determine the maximum allowable truck size for all facilities. During transition, the awarded supplier will be given the opportunity to validate what vehicles can be used.

GCS will work with each GDC facility to determine the best vehicle and process to follow to meet the delivery requirements of the GDC facility in the safest and most efficient manner.

7. In such a case that emergency situations at a local facility occur which prevent scheduled services from being rendered, the supplier may not be admitted into the applicable institution(s) or on state property, which would impede performance of their service. In these situations, the supplier will make every effort to return, upon notice by GDC, to perform on an alternate schedule of service. In no case shall GDC be charged for any expenses pertaining to these and similar situations.

GCS understands the unique mission of all GDC facilities and works closely with each facility should a situation arise that requires rescheduling a delivery. GCS will make every effort to maintain communication with the affected facility and a proactive approach will be employed to resolve the missed delivery to minimize disruptions at the facility.

8. All orders are to be delivered palletized, shrink-wrapped and free of contraband.

GCS will palletize and shrink-wrap all GDC deliveries as required.

GCS has implemented extensive security measures to minimize the introduction of contraband into the commissary delivery process. GCS continues to evaluate and

modify security measures to significantly minimize this security threat. To mention some of the enhancements...

- **\$4.5MM renovation that will enhance security in all aspects of the institutional department's warehousing operation, from receiving products, stocking, slotting, and picking products, as well as the loading and shipping process.**
 - **Restricted access to the secure Commissary product area.**
 - **Key Card controlled and Authorized Only designation to employee Personnel Doors.**
 - **Segregating completed and wrapped pallets in Commissary secure section of the warehouse until moved to loading area.**
 - **Tamper Proof Tags on trailer doors once loaded to ensure security.**
 - **Additional Cameras to monitor blind spots in warehouse and parking area.**
 - **Truck tracking software, Samsara and Motive, to detect any route deviations.**
9. Products shall be securely and properly packaged for storage and stocking in clean, clearly marked packaging with items separated by item category. Packaging shall become the property of the facility.

GCS strives to maximize product integrity when setting up products on the MPL. GCS will maintain clear lines of communication with the GDC staff to ensure the best shipping amount is determined to maintain product integrity throughout the delivery process.

10. All products will conform to the following packaging guidelines:

- i. Clear packaging is preferred for all products to include bags, bottles and pouches.
 - 1. **While many MPL products are not offered in clear packaging, GCS searches for required or desired products that meet this requirement. Should any product have a clear packaging option. GCS will present this alternative to the GDC for approval.**
- ii. Products containing pumps with springs are prohibited.
- iii. The use of metal packaging is not allowed with the following exceptions:
 - 1. Shoe polish may be provided in metal canisters
 - 2. Female hair care products may be provided in metal containers
- iv. Dental floss with the exception of dental floss loops is prohibited.
- v. Electronic products (with the exception of batteries) must be in clear plastic casing. Electronic products shall not be blue-tooth accessible or include any wi-fi capabilities.

- vi. Headphones with FM receiver will be allowed.
- vii. Products with metal parts will be closely inspected.
- viii. Products containing alcohol with abuse potential are prohibited.

GCS searches for the best available option that meets the secure, clear, packaging requirement, if available, but also meets the availability and cost restrictions of the MPL.

GCS will submit all new products to the GDC for review and provide samples, if the requested, to ensure all products meet the GDCs approval specifications before being added to the MPL, Holiday Promotion List, or included into any Incentive Bag available to GDC facilities.

11. Ice cream orders shall be delivered according to the delivery schedule specified in Attachment N: Commissary Operations Overview.

GCS will coordinate an agreement with each GDC facility that desires to sell Ice Cream, and our partner, Blue Bell Ice Cream. GCS will work to develop an acceptable and approved ordering and delivery schedule to meet the needs of each participating facility.

12. Products shall be delivered with a minimum of three (3) weeks of the remaining shelf life with the exception of Little Debbie products, which shelf life shall be determined between the Supplier and individual locations.

GCS will accept these minimum date requirements and will work with any facility to credit any remaining product that was delivered within this agreed upon time frame.

GCS will negotiate a fair and equitable minimum date requirement for Little Debbie products.

13. Supplier must have the capability to receive and process orders submitted electronically from facilities at a minimum of once per week. The Supplier may need to fulfill a second order in the same week for backordered products depending on the items. The Supplier shall notify GDC prior to delivery if products on the MPL are not available.

GCS utilizes the CACTAS Commissary APP. CACTAS has the capability to edit, save, and transmit POs from any facility at any time.

Primarily, due to instances of confusion in the delivery process, GCS and the GDC have not implemented a “back order” process. Any product not available for delivery for any reason is reordered at the discretion of the facility on their next scheduled delivery. All GCS facilities will have the appropriate contact information necessary to communicate any immediate and critical needs that require a supplemental delivery prior to their next scheduled delivery.

14. Supplier will fulfill orders that may be in less than case lots.

GCS will work with the GDC to determine the best delivery quantity that will meet the GDC minimum date requirements as well as minimize damages and reduce product integrity during the delivery process.

15. Delivery vehicles and personnel shall be subject to inspection and search. Supplier personnel who will be entering the facility will be required to clear a GCIC criminal/driver history check run by GDC personnel. No driver will be allowed in the facility that has not had prior clearance. Supplier personnel is expected to complete GCIC criminal/driver history checks annually.

- i. All approved drivers will be added to the “approved driver’s list” through the approval process of the GDC. The supplier shall be responsible to notify the designated GDC personnel to advise of any updates to the list.

GCS will work within the GDC authorization process to ensure all GCS personnel and delivery drivers entering GDC facilities submit the required documentation for authorization. Once authorized, the GDC updates the authorized list to all facilities through their Captive app.

16. Supplier must adhere to all requirements noted in *GDC Standard Operating Procedures* – Attachment U (205.09): Guidelines for Civilian Construction Workers, Consultant, and Contract Personnel and Attachment W (208.06): Prison Rape Elimination Act (PREA).

All GCS personnel will be instructed on all GDC requirements. A copy of both attachments will be given to all employees determined to require entrance to any GDC facility.

17. Drivers shall be identifiable by a dress code or uniform standard suitable for secured service delivery. No shorts may be worn inside the facility.

GCS drivers will have a specific uniform to identify them as a driver under the GCS partnership and will adhere to all uniform requirements.

18. Delivery vehicles shall be maintained in good sanitary condition. Driver’s compartment and cargo areas must be securable in the delivery vehicles.

GCS delivery vehicles will be maintained in good sanitary condition.

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5. Describe how you will manage the invoicing process to include weekly invoices for each facility, issuing credit memos and or corrected invoices as necessary. As part of your response include a sample invoice in your bid response.

Supplier Response

GCS delivery drivers provide each facility with an invoice for their delivery. Each GDC facility checks and verifies all ordered products that have been delivered in good saleable condition. All facilities are required to report to their primary GCS contact within 48 hours of the delivery, any variance they have discovered checking in their

delivery. GCS validates any variances to the quantities and prices delivered and issues a credit invoice to correct any variance.

6. Describe how you procure the commissary goods that you provide. If utilizing a network of third-party suppliers, please provide the approximate number of suppliers currently being utilized and the process for how you identify and evaluate suppliers to ensure they are financially stable and reputable companies. Describe your ability to keep product costs stable and what process is used to monitor product cost.

Supplier Response

The GCS Purchasing Department has substantial resources through its affiliates to source a wide range of products from a wide range of suppliers and manufacturers. The GCS Purchasing Department has a documented approval process for all potential suppliers that must be approved before any product consideration can proceed. GCS negotiates with all potential suppliers on the necessity of product cost stability. In some cases, suppliers agree to maintain their quoted price through the annual term. But there are also many suppliers that are subject to the original product manufacturer of the desired product, and cannot absorb increases when the product manufacturer deems market conditions require an adjustment. In these instances, GCS must absorb the negative impact of such increases until the agreed upon timeframe for price review can be completed annually based on the annual CPI. This limitation not only negatively impacts GCS but also affects the GDC in price quotes that must consider this volatility.

Delivery Plan

7. Describe the process for meeting the current delivery schedule and delivery specifications for each facility as noted in Attachment B Scope of Service - *Ordering and Delivery Requirements* of this RFP.

Supplier Response

As the current GDC provider, GCS has worked with the GDC and each GDC facility to develop a defined delivery schedule.

In continuing to evaluate and improve, each GCS partner will utilize its internal Transportation Department and meet with each GDC facility to determine the best delivery options available to meet the delivery and commissary needs within the framework of the GDC delivery network. GCS Transportation employees will visit the GDC facilities and meet with facility personnel to discuss delivery options as well as vehicle requirements that best meet the GDC facilities need.

8. Describe the process for providing equal alternatives to discontinued items within ten (10) days of receipt of a discontinuation notice from distributors.

Supplier Response

GCS notifies its primary GDC contact as soon as a permanent disruption is determined on any product on the approved MPL list. Once the item is determined to be “discontinued”, the GCS purchasing department exhausts all resources to purchase any remaining inventory in the supplier network. They also proceed with a search for suitable replacements, as similar in product size, price, quality, packaging, etc. as the discontinued item. Once suitable options are determined, a request is sent to the GDC primary contact for evaluation and approval for meeting any GDC requirements. Once a replacement has been approved, it is ordered and set up in the CACTAS system. Once the discontinued items inventory is depleted, a replacement memo is sent to all facilities and service centers alerting them to the change. GCS institutional department personnel will also reach out to their facility contacts to ensure they are aware of the change. GDC facilities employ internal procedures to transition to the newly available option.

9. Products must be securely and properly packaged in clean, clearly marked packaging that meets the GDC safety and security guidelines detailed in Attachment B Scope of Service. Describe the product packaging that will be used in the performance of this contract. Provide any available photographs of product packaging. Indicate the security-conscious features of the proposed packaging.

Supplier Response

GCS searches for all available options, on all products presented to be included on the MPL. While some products are manufactured specifically for institutional sales, many, especially national brands, do not offer a clear package alternative. GSC works to meet the secure, clear, packaging requirement while also attempting to meet the availability, security, and cost restrictions of the MPL.

GCS will submit all new products to the GDC for review and provide product samples, if requested, to ensure all products meet the GDCs approval specifications before being added to the MPL, Holiday Promotion List, or included into any Incentive Bag available to GDC facilities.

10. Describe in detail the security protocols that will be followed with this contract, to prevent any contraband items from being introduced into GDC facilities. If contraband is found at anytime during the ordering and delivery process, explain in detail how the situation will be reported to and addressed in cooperation with GDC.

Supplier Response

GCS will palletize and shrink-wrap all GDC deliveries as required.

GCS has implemented extensive security measures to minimize the introduction of contraband into the commissary delivery process. GCS continues to evaluate and modify security measures to significantly minimize this security threat. To mention some of the enhancements...

- Restricted access to the secure Commissary product area.
- Key Card controlled and Authorized Only designation to employee Personnel Doors.
- Segregating completed and wrapped pallets in Commissary secure section of the warehouse until moved to loading area.
- Tamper Proof Tags on trailer doors once loaded to ensure security.
- Additional Cameras to monitor blind spots in warehouse and parking area.
- Truck tracking software, Samsara and Motive, to detect any route deviations.

11. Describe the process for managing back-ordered items.

Supplier Response

Primarily, due to instances of confusion in the delivery process, GCS and the GDC have not implemented a “back order” process. Any product not available for delivery for any reason is reordered on their next scheduled delivery. All GCS facilities have the appropriate contact information necessary to communicate any immediate, critical needs and in many instances, GCS can develop a supplemental delivery or delivery method, should the desired product become available, to meet a facility’s critical needs.

12. Describe the process for managing product returns and credits.

Supplier Response

GDC facilities will notify the Institutional Sales Department of all products they wish to process for credit. Product variances are credited immediately upon verification from the facility within the 48 hour requirement.

GDC facilities must present a damage report for damages they wish to return. A pick up request is issued for the next facility delivery, where the product will be returned and verified at the GCS warehouse. This enables notification to the manufacturer as well as various GCS departments to investigate and reduce the potential for future damages. Once the damages have been verified, the Institutional Sales Department will be notified and a credit invoice will be keyed within 48 hours, reimbursing the facility for the damaged product.

13. Describe any uniform requirements and company standards for drivers that will be utilized in the performance of this contract.

Supplier Response

GCS will ensure all GDC delivery drivers meet the GDC requirements for entry into a GDC facility.

All GCS and subcontractor employees must pass a pre-employment background check.

All GSC and subcontractor employees must pass a GDC background check

All GSC and subcontractor employees will be given a copy of the GDC Standard Operating Procedures, Guidelines for Civilian Workers, Consultants, and Contract Personnel and the GDC Standard Operating Procedures, Prison Rape Elimination Act (PREA) Sexually Abusive Behavior Prevention and Intervention Program.

Drivers and riders must wear long pants, slip resistant shoes, and can readily be identified by their company logoed shirt.

14. Describe the process for accommodating an emergency alternative delivery schedule. Include notification requirements to implement immediate changes.

Supplier Response

All GDC delivery variance requests should be reported to the GCS Institutional Sales Department as soon as possible. The Institutional Sales Department will notify all respective internal departments to ensure communication and compliance throughout the process. Once an action plan has been determined and communicated, the Institutional Sales Department will communicate with the impacted facility to notify them of the alternative delivery schedule for final approval.

15. Describe the process for managing commissary requests during holidays. Include whether or not order processing can be modified for holiday schedules and how services are managed during order peaks and decreases.

Supplier Response

GDC Institutional Department will proactively communicate with all GDC facilities prior to the Holiday to understand their ordering plans during the pre-holiday and holiday weeks. This information is communicated to all GSC departments to ensure action plans are employed in preparation for the increase in volume levels and arrange and communicate any alterations to normal delivery schedules.

16. Describe the process for delivering ice cream products, including detailed information on the subcontractor being used.

Supplier Response

GCS partners with nationally recognized Blue Bell Ice Cream for all GDC facility ice cream requests. Any GDC facility wishing to add ice cream products in their commissary service centers, they will contact the GCS Institutional Sales Department. Once a request is received, GCS contacts the Blue Bell primary contact to discuss the opportunity, including equipment needs for the facility. Blue Bell then determines the appropriate Blue Bell Distribution Center to arrange the order deadlines, delivery day options, and any other critical information required to provide ice cream service to the facility. A GCS Institutional Sales Representative then contacts the facility to provide the details and options available, as well as the process for placing their ice cream order once the equipment has been delivered.

GDC facilities create an Ice Cream PO in CACTAS. GCS retrieves the order and places the order with the appropriate Blue Bell Distribution Center. Blue Bell delivers the order on the designated delivery day and verifies the order with a delivery manifest. Blue Bell invoices GCS for the verified delivery. The GCS Institutional Sales contacts the GDC facility and emails the corresponding invoice to settle the transaction.

Software Solution

17. Describe the full scope of capabilities of the financial accounting and inventory tracking system. Include available reporting capabilities and a list of standard reports.

Supplier Response

GCS will continue the CACTAS partnership. CACTAS offers a fully integrated inventory control system designed specifically for corrections. It supports real-time transaction processing, accounts receivable, general ledger, commissary inventory, and order fulfillment. The system provides extensive reporting capabilities, including over 100 standard reports such as account summaries, audit logs, sales by item/inmate/date, reconciliation reports, and inventory valuation. Ad hoc reports can be created via a built-in reporting tool, or on request once an opportunity has been discovered that can assist the GDC and its facilities in managing their commissary operation

18. Describe the system support and scheduled maintenance, including creating ad hoc reporting and data exceptions, which will be provided to GDC. Include the maximum turnaround time for addressing requests. Also, describe the alternative methods for ensuring the commissary operations continue if system failures occur.

Supplier Response

CACTAS provides a support line 24/7 with a maximum turnaround time of 8 business hours for critical issues. Ad hoc reports and data exceptions are supported directly through our interface or upon request. In the event of a system failure, our architecture includes redundant failover systems and data replication to ensure minimal disruption.

19. Describe the training approach for the GDC training. Include a description of the support and training materials that will be provided for GDC to manage training for new hires.

Supplier Response

GCS will partner with CACTAS in providing training for GDC which will include telephone, virtual, and on-site sessions (if requested), supplemented by quick-reference guides, and helpdesk access. GDC will also receive training materials to support ongoing onboarding for new staff.

20. Describe the software capabilities along with all system requirements necessary to access and operate the software. What is the backup plan for continuing commissary operations if the software becomes inoperable? Include disaster recovery efforts, especially in case of a data breach.

Supplier Response

CACTAS is a secure, browser-based application accessible via HTTPS with modern browsers. It requires no local installation and supports single sign-on and role-based access. It is fully hosted in a SOC 2 Type II audited cloud environment. Disaster recovery includes nightly encrypted backups, geo-redundant storage, and full restoration within 4 hours. In case of a data breach, our incident response plan includes immediate containment, notification, forensic investigation, and remediation protocols.

Implementation Plan and Staffing

21. Describe the transition plan for starting services within 90 days of contract award. Include the required staff resources from the supplier and anticipated resources needed from GDC, proposed training schedules, security clearance, and financial accounting and inventory tracking system configuration and data uploads. The plan should be comprehensive of all activities to be completed upon contract award and execution.

Supplier Response

GCS is the current commissary provider for all GDC facilities and service centers. All GDC facilities are currently using the CACTAS software and have a basic working knowledge of utilizing the software in their commissary store day to day activities. GCS is committed to developing a schedule to visit every GDC facility to provide assistance, additional training, and exploring opportunities to provide additional resources to improve the effectiveness of the CACTAS software within each facility.

22. Describe your staffing plan in detail. Include how you will rapidly recruit, hire, and train staff to support the requirements noted in Attachment B Scope of Service. Include your proposed staffing plan in your response.

Supplier Response

GCS is challenged just as all companies operating in the current economic environment. GCS partners have maintained a sufficient work force through various programs such as competitive compensation packages as well as employee benefit programs such as employee health care, Holiday Pay, PTO availability, employee/ employer 401K match program, etc.

GCS continues to implement additional resources to continue to attract talent to the organization.

- a) GCS partners with local high schools by participating in their Work Based Learning programs and Job Fairs**
- b) GCS encourages partnerships with local high schools to host groups of students for facility tours to educate them about job opportunities available in their community.**
- c) GCS partners with the local technical college as an employer hiring on their Job Search boards.**
- d) GCS offer employees the opportunity to apply for an internal CDL program where they are incented and assisted in getting their CDL license with training available on-site.**
- e) GCS also communicates scholarship opportunities for employees and in some instances, employee family members from GCS affiliated companies and suppliers.**

23. Provide a description of how deficiencies will be addressed and timeframes for implementing corrective actions, as well as internal performance metrics that will be applied to this contract. Provide an example of a performance plan utilized to improve services for a contract with a similar scope.

Supplier Response

GCS desires a mutual partnership where deficiencies can be identified, discussed, opportunities can be explored, and action plans can be developed to resolve issues that are negatively impacting the commissary process. GCS believes this can be accomplished through the initial site visit evaluations and continued through the quarterly meetings to develop and maintain a culture of evaluating the current status as well as exploring and developing improvement opportunities.

Any deficiency should be communicated to the GCS primary contact, the GDC Contract Coordinator, Bill Silva, to begin the process of addressing the deficiency. The Coordinator will cascade the information through GCS's internal hierarchy and work within the department that can most effectively evaluate the issue and develop the most effective action plan to remedy the issue. The Coordinator will then communicate to the GDC primary contact and any affected GDC facility to communicate the action plan for the proposed resolution.

Timeframes for any deficiency obviously will be based on the complexity of the issue and the resources required for a satisfactory resolution. Once the Coordinator is notified, the process to resolve will be put into motion immediately. The coordinator and his team

24. Describe the process for escalation and complaint resolution for failure to meet contractual obligations.

Supplier Response

GCS is committed to resolving any issue as quickly and efficiently as possible. All GDC facilities report any complaint to the GCS Institutional Sales Department. The majority of issues are resolved within this initial process.

Should the issue be unable to be resolved at this initial level, the Institutional Sales Department will forward the complaint to the appropriate GCS Department for assistance and copy the GCS/ GDC Contract Coordinator.

The coordinator will contact the GDC Primary Commissary Contact, currently Tommy McCoy, to brief him of the situation and the efforts being employed to resolve.

The GCS/ GDC Contract Coordinator will work with the appropriate GCS department to develop an action plan to remedy the issue. The resolution is then communicated to the GDC Primary Contact for agreement or forwarded within the GDC hierarchy to gain approval.

Once that approval has been communicated, the GCS/GDC Contract Coordinator communicates the approved action plan to all GCS departments to implement the approved remedy.

The GCS Institutional Sales Department contacts the facility to inform them of the approved remedy to gain alignment.

25. Describe the supplier activities for transitioning services that meet or exceed the contract requirements. Include a timeline with your proposal response.

Supplier Response

As the current commissary provider for all GDC facilities. GCS does not intend to continue the partnership as business as usual.

Within the first 30 days, GCS will seek to meet with the GDC leadership to develop a schedule to visit every GDC facility within the first 90 days to evaluate the current status of the commissary process, and develop an action plan to explore opportunities to improve the commissary sales and delivery process.

Initial action plans with estimated timelines will be developed for each facility and communicated to the GDC Primary Contact, and once approved, communicated to the impacted facility.

Attachment E – Additional Scored Items

State Entity is requesting additional information regarding potential innovative and value-added technologies, solutions, and support. **Suppliers are encouraged (but not required)** to provide a complete written response to each of the additional scored items listed in **Attachment E – Additional Scored** Response Worksheet of the eRFP. Several of the additional scored items may require Supplier to provide exhibits and/or visual aids which clearly reference any specific eRFP section. All information contained in Supplier's response shall be relevant to the section or specified item of the eRFP.

DO NOT INCLUDE ANY COST/PRICING/REVENUE SHARING INFORMATION IN YOUR RESPONSE.

AS1 Describe your experience integrating with offender communications solutions providers to allow for electronic commissary ordering through offender Kiosks/Tablets. Please include any requirements, such as protocols for API or file formats, for the offender communications systems to ensure successful integration with your commissary solution.

Supplier Response

CACTAS Resident App Overview

The CACTAS solution includes a fully integrated Resident App designed specifically to interface with offender communication systems, enabling secure, real-time commissary and financial management through resident-facing kiosks and tablets. Our system is actively deployed in numerous state departments of corrections and county jails, and is proven to support a seamless user experience across multiple third-party platforms.

Resident App Capabilities

CACTAS provides a secure, easy-to-use app that empowers residents with the following real-time self-service features:

- **View Real-Time Balances and Debts**
 - Residents can view all personal account balances (e.g., trust and savings accounts) and debt obligations (e.g., medical services, dependent support, court-ordered restitution, fines, and fees).
- **Access 30-Day Transaction History**

- Users can review a rolling history of deposits, withdrawals, fund transfers, charges, and detailed commissary sales activity—including items ordered, received, and denied.
- **Transfer Funds to Outside Service Providers**
 - The app allows for secure fund transfers from a resident's account to approved vendors (e.g., phone or tablet providers).
 - Configurable transfer limits (amount and frequency)
 - Time-based restrictions on when transfers can occur
- **Manage Commissary Orders**
 - Residents can view, edit, and adjust active commissary orders—adding/removing items or changing quantities, subject to facility policies and individual limits when processed.

Integration with Communications Platforms

CACTAS is designed for compatibility and ease of integration with a wide range of kiosk and tablet providers:

- **Industry-Standard Protocols**
 - Integration is performed using secure HTTPS protocol. Configuration changes can be pushed instantly, supporting rapid deployment and system updates.
- **Single Sign-On Support**
 - CACTAS supports single sign-on (SSO) via URL parameters for seamless resident access within the third-party platform interface.
- **Broad Compatibility**
 - CACTAS is currently integrated with multiple vendor platforms, including ViaPath, Securus, JPay, Smart Communications, Inmate Inbox, Orijin, and others.

Current Installations

The CACTAS Resident App is currently in use by more than 100,000 offenders across a diverse set of jurisdictions, including the following.

Facility	Platform	Active Users
Indiana Department of Correction (INDOC)	ViaPath Tablets / Kiosks	20,000+
Mississippi Department of Corrections (MSDOC)	ViaPath Tablets / Kiosks	20,000+
West Virginia Division of Corrections and Rehabilitation (WVDCR)	ViaPath Tablets / Kiosks	10,000+

Utah Department of Corrections (UTDOC)	Orijin Learning Tablets	10,000+
Maricopa County Sheriff's Office	ViaPath Tablets	8,000+
Montana Department of Corrections (MTDOC)	Inmate Calling Solutions Tablets	3,000+
County Jails (nationwide)	Securus, JPay, Smart Communications, Inmate Inbox, others	Thousands

Summary

The CACTAS Resident App is a proven, scalable solution that delivers comprehensive commissary and financial management to inmates via secure integrations with offender communication systems. Our experience, broad compatibility, and robust feature set make CACTAS a trusted partner for electronic commissary ordering in corrections environments.

Cost Worksheet (Master Product List)

Item ID	Product Name	Category	Pricing Tier	Annual	CPI Expenditure Category	Proposed Unit Cost	Annual Cost Total	Proposed Alternative	Alternate Size Price	Kosher
306621	Almond Joy 1.61 oz	Candy	Must Have	7,195	Candy and Chewing Gum	\$0.99	\$7,123.05			
393900	Assorted Jolly Rancher 3.8oz	Candy	Generic	148,283	Candy and Chewing Gum	\$0.99	\$146,800.17			
398131	Atkinson's Chick-O-Stick .7 oz	Candy	Generic	79,053	Candy and Chewing Gum	\$0.24	\$18,972.72			Yes
398149	Atkinson's Peppermint Stick .7 oz	Candy	Generic	46,466	Candy and Chewing Gum	\$0.16	\$7,434.56			
307819	Atkinson's Rainbow Stick .7 oz	Candy	Generic	40,890	Candy and Chewing Gum	\$0.16	\$6,542.40			
389684	Baby Ruth 1.9oz	Candy	Must Have	45,704	Candy and Chewing Gum	\$0.99	\$45,246.96			Yes
378737	Butterfinger 1.9 oz	Candy	Must Have	29,561	Candy and Chewing Gum	\$0.99	\$29,265.39			Yes
306654	Hershey 1.55 oz	Candy	Must Have	30,596	Candy and Chewing Gum	\$0.99	\$30,290.04			
376814	Hershey Cook & Crm King 2.6 oz	Candy	Must Have	15,005	Candy and Chewing Gum	\$1.73	\$25,958.65			
306688	Kit Kat 1.5 oz	Candy	Must Have	53,528	Candy and Chewing Gum	\$0.99	\$52,992.72			
305961	M&M Peanut Sharing Size 3.27 oz	Candy	Must Have	34,263	Candy and Chewing Gum	\$1.87	\$64,071.81			Yes
350421	M&M's 1.69 oz	Candy	Must Have	36,220	Candy and Chewing Gum	\$1.17	\$42,377.40			
398370	Maxima Butterscotch Buttons 4.5 oz	Candy	Generic	86,958	Candy and Chewing Gum	\$0.61	\$53,044.38			Yes
398313	Maxima Fireballs 4 oz	Candy	Generic	1,712	Candy and Chewing Gum	\$0.74	\$1,266.88			Yes
398354	Maxima Jawbreakers 4.5 oz	Candy	Generic	4,810	Candy and Chewing Gum	\$0.74	\$3,559.40			Yes
310433	Maxima Root Beer Barrells / 4.5oz	Candy	Generic	2,710	Candy and Chewing Gum	\$0.62	\$1,680.20			Yes
307827	Maxima Sour Fruit Balls 4.5 oz	Candy	Generic	92,349	Candy and Chewing Gum	\$0.60	\$55,409.40			Yes
398339	Maxima Starlight Mints 4.5 oz	Candy	Generic	95,961	Candy and Chewing Gum	\$0.61	\$58,536.21			
334680	Nutrageous King Sz 3.1oz	Candy	Must Have	4,700	Candy and Chewing Gum	\$1.73	\$8,131.00			
334581	Reese's Nutrageous 1.66 oz	Candy	Must Have	39,524	Candy and Chewing Gum	\$0.99	\$39,128.76			
306720	Reeses Peanut ButterCup 1.5 oz	Candy	Must Have	145,066	Candy and Chewing Gum	\$0.99	\$143,615.34			
323709	Snickers 1.86 oz	Candy	Must Have	240,116	Candy and Chewing Gum	\$1.17	\$280,935.72			
317289	Snickers King Size 3.29oz	Candy	Must Have	4,736	Candy and Chewing Gum	\$1.87	\$8,856.32			
391805	Stewart Peppermint 2.5 oz	Candy	Generic	2,118	Candy and Chewing Gum	\$0.65	\$1,376.70			Yes
323501	Three Musketeers 1.92 oz	Candy	Must Have	32,102	Candy and Chewing Gum	\$1.17	\$37,559.34			Yes
426163	Welch Berry/Chry Frt Snack 5oz	Candy	Must Have	27,573	Candy and Chewing Gum	\$1.40	\$38,602.20			
314617	Werther Sugar Free Candy 1.46oz	Candy	Must Have	3,755	Candy and Chewing Gum	\$1.00	\$3,755.00			
310755	Big Dog Double Cheddar Wavy Chip 2.5oz	Chips	Generic	13,066	Snacks	\$1.20	\$15,679.20			
310748	Big Dog Sour Cream & Green Onion Wavy Chip 2.5oz	Chips	Generic	32,875	Snacks	\$1.20	\$39,450.00			
310771	Big Dog Sour Cream & Onion Rings 2.5oz	Chips	Generic	59,203	Snacks	\$1.20	\$71,043.60			
310763	Big Dog Spicy Salt & Vinegar 2.5oz	Chips	Generic	41,196	Snacks	\$1.20	\$49,435.20			
427401	Cactus Annie BBQ Corn Chip 12 oz	Chips	Generic	55,664	Snacks	\$3.00	\$166,992.00			
300475	Kane's Buffalo Wing Blue Cheese Chips - 1.38 oz	Chips	Must Have	267,039	Snacks	\$0.58	\$154,882.62			
314278	Turkey Creek Skins Chile Lime 2.75 oz	Chips	Generic	5,381	Snacks	\$1.18	\$6,349.58			
369082	Turkey Creek BBQ Pork Skins 4 oz	Chips	Generic	110,213	Snacks	\$1.60	\$176,340.80			
369090	Turkey Creek Skins Hot 4 oz	Chips	Generic	92,057	Snacks	\$1.60	\$147,291.20			
314583	Wise Crunchy Doodle 3.75oz	Chips	Generic	72,107	Snacks	\$0.99	\$71,385.93			
314591	Wise Honey BBQ 3.25oz	Chips	Generic	161,020	Snacks	\$0.99	\$159,409.80			
314609	Wise Hot n Honey Doodle 3.25	Chips	Generic	149,741	Snacks	\$0.99	\$148,243.59			
314534	Wise Puff Doodle 3.25oz	Chips	Generic	183,029	Snacks	\$0.99	\$181,198.71			
313122	Zapps Jalapeno Chips 2 oz	Chips	Generic	7,294	Snacks	\$0.86	\$6,272.84			Yes
313106	Zapps VooDoo Chips 2oz	Chips	Must Have	130,738	Snacks	\$0.86	\$112,434.68			Yes
343251	Cheetos Crunchy 2 oz	Chips	Must Have	159,576	Snacks	\$0.73	\$116,490.48			
343350	Cheetos Crunchy Flamin' Hot 2 oz	Chips	Must Have	158,937	Snacks	\$0.73	\$116,024.01			
377218	Cheetos Jalapeno 2oz	Chips	Must Have	330,708	Snacks	\$0.73	\$241,416.84			
329029	Chester's Hot Fries 1.75oz Bag	Chips	Must Have	82,552	Snacks	\$0.73	\$60,262.96			
335577	Chex Mix Cheesy Pizza 4.25 oz	Chips	Must Have	6,268	Snacks	\$2.67	\$16,735.56			
337799	Chex Mix Zesty Taco 4.25 oz	Chips	Must Have	5,318	Snacks	\$2.67	\$14,199.06			
393017	Doritos Flaming Hot 1.5oz	Chips	Must Have	20,504	Snacks	\$0.73	\$14,967.92			
359117	Doritos Nacho Cheese chips, 1.75oz.	Chips	Must Have	642,787	Snacks	\$0.73	\$469,234.51			
300152	Doritos Spicy Sweet Chili 1.5 oz	Chips	Must Have	190,203	Snacks	\$0.73	\$138,848.19			
328922	Fritos Chili Cheese Corn Chips 2oz Bag	Chips	Must Have	142,240	Snacks	\$0.73	\$103,835.20			
359109	Lay's BBQ 1.5 oz	Chips	Must Have	58,946	Snacks	\$0.73	\$43,030.58			Yes
359091	Lay's Classic chips, 1.5oz	Chips	Must Have	339,721	Snacks	\$0.73	\$247,996.33			
359125	Ruffles Cheddar & Sour cream chips, 1.5oz	Chips	Must Have	540,419	Snacks	\$0.73	\$394,505.87			
615815	Snyder's Jalapeno Pretzel Pieces 2.25 oz	Chips	Must Have	96,021	Snacks	\$0.59	\$56,652.39			

377317	The Whole Shabang 1.5 oz	Chips	Must Have	418,143	Snacks	\$0.51	\$213,252.93			
302273	Tops Cheese Puffs 10 oz	Chips	Generic	77,160	Snacks	\$1.92	\$148,147.20			
479758	Tostitos Tortilla Chips Crispy Rounds 3.0 oz	Chips	Must Have	99,955	Snacks	\$0.73	\$72,967.15			
392340	Whole Shabang 6oz	Chips	Must Have	35,651	Snacks	\$2.00	\$71,302.00			
395400	Whole Shabang Extreme 1.5oz	Chips	Must Have	61,165	Snacks	\$0.51	\$31,194.15			
356089	Doritos Cool Ranch 1 oz	Chips	Must Have	134,296	Snacks	\$0.46	\$61,776.16			
349167	Doritos Nacho Cheese 1 oz	Chips	Must Have	50,185	Snacks	\$0.46	\$23,085.10			
349274	Lay's BBQ 1 oz	Chips	Must Have	47,561	Snacks	\$0.55	\$26,158.55			Yes
349118	Lay's Plain Chips 1 oz	Chips	Must Have	85,777	Snacks	\$0.55	\$47,177.35			Yes
300137	Lays Sour Cream and Onion 1oz	Chips	Must Have	204,366	Snacks	\$0.55	\$112,401.30			
520742	Gatorade Sports Drink Mix 8.5 oz	Drinks	Must Have	26,599	Other Beverage Materials including Tea	\$1.86	\$49,474.14			
520767	PowerAde Sports Drink 20 oz / 1 Bottle	Drinks	Must Have	45,671	Other Beverage Materials including Tea	\$1.37	\$62,569.27			
500181	Tropicana 10oz Ruby Red Grapefruit	Drinks	Must Have	8,012	Non-Frozen Non-Carbonated Juices and Drinks	\$1.23	\$9,854.76			
528315	C&C Cola 20oz Plastic Bottle	Drinks	Generic	90,791	Carbonated Drinks	\$0.39	\$35,408.49			
528398	C&C Grape Soda 20oz Plastic Bottle	Drinks	Generic	124,154	Carbonated Drinks	\$0.39	\$48,420.06			
528430	C&C Orange Soda 20oz Plastic Bottle	Drinks	Generic	196,150	Carbonated Drinks	\$0.39	\$76,498.50			
528471	C&C Peach Soda 20oz Plastic Bottle	Drinks	Generic	359,522	Carbonated Drinks	\$0.39	\$140,213.58			
528539	C&C Strawberry Soda 2oz Plastic Bottle	Drinks	Generic	286,323	Carbonated Drinks	\$0.39	\$111,665.97			
627034	Coffee Creamer 11 oz	Drinks	Generic	26,294	Other Dairy and related products	\$1.99	\$52,325.06			
503771	Coke 20 oz Bottle	Drinks	Must Have	258,432	Carbonated Drinks	\$0.95	\$245,510.40			
519397	Coke Classic - 12 oz Bottle	Drinks	Must Have	62,494	Carbonated Drinks	\$0.67	\$41,870.98			
523530	Crystal Light - Lemonade - Sugar Free - Box of 10	Drinks	Must Have	1,715	Other Beverage Materials including Tea	\$3.15	\$5,402.25			Yes
523548	Crystal Light - Peach Tea - Sugar Free - Box of 10	Drinks	Must Have	654	Other Beverage Materials including Tea	\$3.15	\$2,060.10			Yes
519405	Diet Coke - 12 oz Bottle	Drinks	Must Have	7,474	Carbonated Drinks	\$0.67	\$5,007.58			
503789	Diet Coke 20 oz Bottle	Drinks	Must Have	21,730	Carbonated Drinks	\$0.95	\$20,643.50			
521252	Diet Dr.Pepper 20 oz Bottle	Drinks	Must Have	96	Carbonated Drinks	\$0.99	\$95.04			
518126	Diet Pepsi 20 oz bottle	Drinks	Must Have	216	Carbonated Drinks	\$1.15	\$248.40			
519421	Dr. Pepper -12 oz Bottle	Drinks	Must Have	30,517	Carbonated Drinks	\$0.88	\$26,854.96			
520817	Dr. Pepper 20 oz Bottle	Drinks	Must Have	78,320	Carbonated Drinks	\$1.05	\$82,236.00			
525816	Fanta Grape 20oz Bottle	Drinks	Must Have	2,851	Carbonated Drinks	\$0.95	\$2,708.45			
522532	Fanta Strawberry 20 oz Bottle	Drinks	Must Have	36,382	Carbonated Drinks	\$0.95	\$34,562.90			
609388	Folgers Coffee 8 oz - clear plastic jar	Drinks	Must Have	62,969	Carbonated Drinks	\$8.04	\$506,270.76			
623819	100% Columbian Coffee 3 oz Bag	Drinks	Generic	123,477	Instant and Freeze Dried Coffee	\$2.40	\$296,344.80			Yes
626598	100% Columbian Coffee 8 Oz/resealable plastic Bag	Drinks	Generic	72,571	Instant and Freeze Dried Coffee	\$6.76	\$490,579.96			Yes
521278	Maxwell House Coffee 4 oz Bag	Drinks	Must Have	36,127	Instant and Freeze Dried Coffee	\$2.99	\$108,019.73			
519439	Mountain Dew - 12 oz Bottle	Drinks	Must Have	27,508	Carbonated Drinks	\$0.88	\$24,207.04			
520783	Mountain Dew 20 oz Bottle	Drinks	Must Have	59,393	Carbonated Drinks	\$1.05	\$62,362.65			
677774	Nestle Hot Cocoa .71oz	Drinks	Must Have	10,411	Non-Frozen Non-Carbonated Juices and Drinks	\$0.21	\$2,186.31			
425462	Niagara Water 16.9oz Bottle	Drinks	Generic	456,922	Non-Frozen Non-Carbonated Juices and Drinks	\$0.16	\$73,107.52			
522557	Parade Tea Bags - Individual Size	Drinks	Must Have	8,857	Other Beverage Materials including Tea	\$1.14	\$10,096.98			
524702	Pepsi 12 oz Bottles	Drinks	Must Have	6,630	Carbonated Drinks	\$0.88	\$5,834.40			
518159	Pepsi 20 oz Bottle	Drinks	Must Have	7,439	Carbonated Drinks	\$1.15	\$8,554.85			
626846	Pink Artificial Sweetener 50 pack Clear Bag	Drinks	Generic	97,928	Sugar and Artificial sweeteners	\$0.95	\$93,031.60			Yes
522458	Sprite 12 oz Bottle	Drinks	Must Have	28,087	Carbonated Drinks	\$0.67	\$18,818.29			
504688	Sprite 20 oz Bottle	Drinks	Must Have	99,899	Carbonated Drinks	\$0.95	\$94,904.05			
626853	Sugar 50 pack Clear Bag	Drinks	Generic	21,171	Sugar and Artificial sweeteners	\$0.95	\$20,112.45			
427906	Swt Cafe Fruit Punch Mix 18oz	Drinks	Generic	155,514	Other Beverage Materials including Tea	\$2.25	\$349,906.50			
427922	Swt Cafe Grape Mix 18oz	Drinks	Generic	8,482	Other Beverage Materials including Tea	\$2.25	\$19,084.50			
427880	Swt Cafe Hot Chocolate Mix 18oz	Drinks	Generic	46,539	Other Beverage Materials including Tea	\$2.44	\$113,555.16			
427948	Swt Cafe Lemonade Mix 18oz	Drinks	Generic	89,875	Other Beverage Materials including Tea	\$2.25	\$202,218.75			
427898	Swt Cafe Non Dairy Creamer 11oz	Drinks	Generic	65,397	Other Beverage Materials including Tea	\$2.01	\$131,447.97			
427930	Swt Cafe Orange Breakfast Mix 18oz	Drinks	Generic	14,004	Other Beverage Materials including Tea	\$2.25	\$31,509.00			
427955	Swt Cafe Peach Mix 18oz	Drinks	Generic	154,411	Other Beverage Materials including Tea	\$2.25	\$347,424.75			
427914	Swt Cafe Tea & Lemon Mix 18oz	Drinks	Generic	35,418	Other Beverage Materials including Tea	\$2.25	\$79,690.50			
500199	Tropicana 10oz Apple Juice	Drinks	Must Have	38,300	Non-Frozen Non-Carbonated Juices and Drinks	\$1.23	\$47,109.00			
530170	Tropicana 10oz Cranberry Juice Cocktail	Drinks	Must Have	58,717	Non-Frozen Non-Carbonated Juices and Drinks	\$1.23	\$72,221.91			
500173	Tropicana 10oz Orange Juice	Drinks	Must Have	43,279	Non-Frozen Non-Carbonated Juices and Drinks	\$1.23	\$53,233.17			
637090	Cafe Delight Hot Cocoa Mix 1 oz	Drinks	Generic	903	Other Beverage Materials including Tea	\$2.54	\$2,293.62	NESTLE HOT COCOA IND .71Z	.71oz	Yes
522623	Fruit Punch Drink Mix 18 oz	Drinks	Generic	13,284	Other Beverage Materials including Tea	\$2.26	\$30,021.84			

522722	Grape Drink Mix 18 oz	Drinks	Generic	628	Other Beverage Materials including Tea	\$2.26	\$1,419.28			
522615	Instant Iced Tea Mix w/ Lemon 12 oz	Drinks	Generic	282	Other Beverage Materials including Tea	\$2.26	\$637.32	Swt Cafe Tea & Lemon Mix 18oz	18oz	No
522631	Instant Iced Tea Mix w/ Lemon 18 oz	Drinks	Generic	1,477	Other Beverage Materials including Tea	\$2.26	\$3,338.02	Swt Cafe Tea & Lemon Mix 18oz	18oz	No
522706	Lemonade Mix 18 oz	Drinks	Generic	5,069	Other Beverage Materials including Tea	\$2.26	\$11,455.94	Swt Cafe Lemonade Mix 18oz	18oz	No
522698	Orange Breakfast Drink Mix 12 oz	Drinks	Generic	959	Other Beverage Materials including Tea	\$2.26	\$2,167.34	Swt Cafe Orange Breakfast Mix 18oz	18oz	No
522714	Orange Breakfast Drink Mix 18 oz	Drinks	Generic	447	Other Beverage Materials including Tea	\$2.26	\$1,010.22	Swt Cafe Orange Breakfast Mix 18oz	18oz	No
522359	Peach Drink Mix 18 oz	Drinks	Generic	14,004	Other Beverage Materials including Tea	\$1.12	\$15,684.48	Swt Cafe Peach Mix 18oz	18oz	No
625111	Clear Tunes Adapter CT-62 (power cord compatible with FM radio)	Electronics	Must Have	1,099	Audio Equipment	\$12.15	\$13,352.85			
473769	Clear Tunes CT-9 AM/FM Radio	Electronics	Must Have	4,699	Audio Equipment	\$8.21	\$38,578.79			
413815	Energizer or Duracell AA 2 Alkaline Batteries per Pack	Electronics	Must Have	13,913	Miscellaneous Household Products	\$1.25	\$17,391.25			
400168	Energizer or Duracell AA 4 Alkaline Batteries per Pack	Electronics	Must Have	12,257	Miscellaneous Household Products	\$1.25	\$15,321.25			
400200	Energizer or Duracell AAA 2 Alkaline Batteries per Pack	Electronics	Must Have	12,798	Miscellaneous Household Products	\$2.10	\$26,875.80			
442830	Energizer or Duracell AAA 4 Alkaline Batteries per Pack	Electronics	Must Have	18,730	Miscellaneous Household Products	\$2.10	\$39,333.00			
479584	Koss CL-20 Clear Headphone	Electronics	Must Have	3,439	Audio Equipment	\$30.49	\$104,855.11			
479493	Koss CL-5 Headphone	Electronics	Must Have	1,153	Audio Equipment	\$8.82	\$10,169.46			
477828	Koss Clear Ear Buds CL-3	Electronics	Must Have	1,271	Audio Equipment	\$3.41	\$4,334.11			
477810	Koss Clear Headphones CL-2	Electronics	Must Have	755	Audio Equipment	\$6.10	\$4,605.50			
474296	West Bend Fan 10"	Electronics	Generic	4,584	Clocks, Lamps, Decorator Items	\$30.00	\$137,520.00			
473793	NCT-101 Electronic Calculator	Electronics	Generic	91	Clocks, Lamps, Decorator Items	\$5.00	\$455.00			
482414	Sentry Digital Earbuds H0220	Electronics	Generic	1,159	Audio Equipment	\$1.25	\$1,448.75			
627117	African Royale Hot Six Oil - 8 oz	Female Only	Generic	301	Hair, Dental, Shaving, and Micellaneous personal care	\$1.25	\$376.25			
426486	Always Panty Liner 20CT	Female Only	Must Have	826	Hair, Dental, Shaving, and Micellaneous personal care	\$1.25	\$1,032.50			
627133	Ampro Protein Style Gel - 6 oz	Female Only	Must Have	3,170	Hair, Dental, Shaving, and Micellaneous personal care	\$1.25	\$3,962.50			
357533	Darbee Wave Comb #904	Female Only	Generic	268	Hair, Dental, Shaving, and Micellaneous personal care	\$1.25	\$335.00			
408476	Degree Shower Clean Antiperspirant 1.6oz	Female Only	Must Have	11,181	Hair, Dental, Shaving, and Micellaneous personal care	\$1.25	\$13,976.25			
474320	Good Sense Panty Liners 22 Count	Female Only	Generic	416	Hair, Dental, Shaving, and Micellaneous personal care	\$3.05	\$1,268.80			
425405	Playtex Tampon Sport Reg 8CT	Female Only	Must Have	242	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$1,936.00			
627216	Queen Helene Cholesterol Crème - 15 oz	Female Only	Generic	230	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$1,840.00			
413344	Softee 3-N-1 Conditioner 13.5oz	Female Only	Generic	429	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$3,432.00			
413443	Softee 3-N-1 Shampoo 13.5oz	Female Only	Generic	711	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$5,688.00			
627224	TCB Naturals Hair & Scalp Conditioner - 10 oz	Female Only	Generic	481	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$3,848.00			
479782	Hair Dryer, electric, 1600 watts, folding	Female Only	Generic	761	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$6,088.00			
491415	Large Elastic Pony Tail Bands - 5 per Bag	Female Only	Generic	1,553	Hair, Dental, Shaving, and Micellaneous personal care	\$8.00	\$12,424.00			
480103	Nail Clippers / No File	Female Only	Generic	2,781	Hair, Dental, Shaving, and Micellaneous personal care	\$0.23	\$639.63			
409953	Tweezers	Female Only	Generic	293	Hair, Dental, Shaving, and Micellaneous personal care	\$0.43	\$125.99			
489815	Tweezers, Plastic	Female Only	Generic	232	Hair, Dental, Shaving, and Micellaneous personal care	\$0.66	\$153.12			
844530	Andis 1 inch Flat Iron	Health & Beauty	Generic	181	Hair, Dental, Shaving, and Micellaneous personal care	\$22.86	\$4,137.66			
409912	Ambi Complexion Soap 3.5 oz	Health & Beauty	Must Have	12,315	Cosmetics, perfume, bath, nail preparations and imple	\$2.49	\$30,664.35			
410019	Blue Magic Hair Dressing 4 oz Jar	Health & Beauty	Must Have	8,185	Hair, Dental, Shaving, and Micellaneous personal care	\$2.08	\$17,024.80			
418905	Chap Ice Regular Flavor .15oz	Health & Beauty	Generic	8,300	Hair, Dental, Shaving, and Micellaneous personal care	\$0.47	\$3,901.00			
406868	Magic Shave Blue 5 oz	Health & Beauty	Must Have	1,412	Hair, Dental, Shaving, and Micellaneous personal care	\$3.42	\$4,829.04			
409615	Magic Shave Gold 4.5 oz	Health & Beauty	Must Have	1,534	Hair, Dental, Shaving, and Micellaneous personal care	\$3.42	\$5,246.28			
477877	Magic Shave Softsheen 6 oz	Health & Beauty	Must Have	3,935	Hair, Dental, Shaving, and Micellaneous personal car	\$5.00	\$19,675.00			
425264	All in One Bdy Wsh/ Shamp Indv .34 oz	Health & Beauty	Generic	1,295	Hair, Dental, Shaving, and Micellaneous personal care	\$0.06	\$77.70			
625095	Block Style Hair Brush	Health & Beauty	Generic	6,897	Hair, Dental, Shaving, and Micellaneous personal care	\$0.60	\$4,138.20			
409110	Close-Up 4 oz	Health & Beauty	Must Have	30,871	Hair, Dental, Shaving, and Micellaneous personal care	\$1.41	\$43,528.11			
469227	Colgate 2.1oz Sensitive Toothpaste	Health & Beauty	Must Have	256	Hair, Dental, Shaving, and Micellaneous personal care	\$1.56	\$399.36			
403550	Colgate Gel Toothpaste 6oz	Health & Beauty	Must Have	17,103	Hair, Dental, Shaving, and Micellaneous personal care	\$2.21	\$37,797.63			
403568	Colgate Toothpaste 4 oz	Health & Beauty	Must Have	50,337	Hair, Dental, Shaving, and Micellaneous personal care	\$1.62	\$81,545.94			
426999	Dandruff Shampoo 4oz Crawford	Health & Beauty	Generic	6,318	Hair, Dental, Shaving, and Micellaneous personal care	\$1.30	\$8,213.40			
474445	Dawn Mist Alcohol Free Mouthwash 4 oz	Health & Beauty	Generic	7,531	Hair, Dental, Shaving, and Micellaneous personal care	\$0.34	\$2,560.54			
473660	Dawn Mist Baby Oil 4 oz	Health & Beauty	Generic	4,382	Hair, Dental, Shaving, and Micellaneous personal care	\$0.79	\$3,461.78			
471565	Dawn Mist Baby Powder 4 oz, Corn Starch Formula	Health & Beauty	Generic	36,737	Hair, Dental, Shaving, and Micellaneous personal care	\$0.64	\$23,511.68			
624981	Dawn Mist Comb 5"	Health & Beauty	Generic	7,046	Hair, Dental, Shaving, and Micellaneous personal care	\$0.03	\$211.38			
472076	Dawn Mist Denture Tablets - 40 Count	Health & Beauty	Generic	609	Hair, Dental, Shaving, and Micellaneous personal care	\$1.77	\$1,077.93			
473686	Dawn Mist Hairbrush with Handle	Health & Beauty	Generic	371	Hair, Dental, Shaving, and Micellaneous personal care	\$0.42	\$155.82			
413179	Dawn Mist Individual Shower Caps	Health & Beauty	Generic	836	Hair, Dental, Shaving, and Micellaneous personal care	\$0.06	\$50.16			
408419	Degree Cool Rush Anti-Perspirant 1.7oz	Health & Beauty	Must Have	29,075	Hair, Dental, Shaving, and Micellaneous personal care	\$2.42	\$70,361.50			
477794	Dental Floss Loops 30 Count - Mint	Health & Beauty	Generic	1,233	Hair, Dental, Shaving, and Micellaneous personal care	\$2.38	\$2,934.54			

477786	Dep Styling Gel 2 oz	Health & Beauty	Must Have	245	Hair, Dental, Shaving, and Micellaneous personal care	\$1.01	\$247.45			
606506	Dial Gold 4oz	Health & Beauty	Must Have	39,314	Cosmetics, perfume, bath, nail preparations and imple	\$1.24	\$48,749.36			
469387	Dial Roll On Deodorant 1.5 oz	Health & Beauty	Must Have	19,779	Hair, Dental, Shaving, and Micellaneous personal care	\$1.93	\$38,173.47			
608596	Dove Soap 3.15 oz	Health & Beauty	Must Have	103,035	Cosmetics, perfume, bath, nail preparations and imple	\$1.77	\$182,371.95			
481622	Dove Soap for Sensitive Skin 4.25oz	Health & Beauty	Must Have	6,230	Cosmetics, perfume, bath, nail preparations and imple	\$1.91	\$11,899.30			
405837	Emery Boards - Individual	Health & Beauty	Generic	2,833	Cosmetics, perfume, bath, nail preparations and imple	\$1.20	\$3,399.60			
419754	Fixodent Denture Adhesive 1.4 oz	Health & Beauty	Must Have	1,900	Hair, Dental, Shaving, and Micellaneous personal care	\$3.02	\$5,738.00			
473975	Freshscent After Shave 4 oz	Health & Beauty	Generic	351	Hair, Dental, Shaving, and Micellaneous personal care	\$0.59	\$207.09			
485771	FreshScent Brushless Shave 3oz	Health & Beauty	Generic	187	Hair, Dental, Shaving, and Micellaneous personal care	\$0.65	\$121.55			
473884	Freshscent Cocoa Butter Lotion 4 oz	Health & Beauty	Generic	6,657	Hair, Dental, Shaving, and Micellaneous personal care	\$0.40	\$2,662.80			
423392	Garnier Silk & Shine Shampoo 12.5 oz	Health & Beauty	Must Have	5,902	Hair, Dental, Shaving, and Micellaneous personal care	\$3.72	\$21,955.44			
423293	Garnier Silk/Shine Conditioner 12oz	Health & Beauty	Must Have	2,868	Hair, Dental, Shaving, and Micellaneous personal care	\$3.72	\$10,668.96			
472092	Hair Pick	Health & Beauty	Generic	1,079	Hair, Dental, Shaving, and Micellaneous personal care	\$0.10	\$107.90			
427096	Indv Petroleum Jelly 5gm	Health & Beauty	Generic	2,094	Hair, Dental, Shaving, and Micellaneous personal care	\$0.09	\$188.46			
741819	Indv Toothpaste .15oz	Health & Beauty	Generic	3,510	Cosmetics, perfume, bath, nail preparations and imple	\$0.13	\$456.30			
605873	Irish Spring 4 oz	Health & Beauty	Must Have	118,825	Cosmetics, perfume, bath, nail preparations and imple	\$0.54	\$64,165.50			
639807	Ivory Soap 3.1 oz	Health & Beauty	Must Have	70,742	Cosmetics, perfume, bath, nail preparations and imple	\$0.77	\$54,471.34			
474544	Mennen Speed Stick A/P 1.8oz - Fresh Scent	Health & Beauty	Must Have	51,863	Hair, Dental, Shaving, and Micellaneous personal care	\$2.18	\$113,061.34			
474379	Mirror with Magnet	Health & Beauty	Generic	12,005	Hair, Dental, Shaving, and Micellaneous personal care	\$0.56	\$6,722.80			
477885	Murray's Hair Dressing Pomade 3 oz	Health & Beauty	Must Have	2,284	Hair, Dental, Shaving, and Micellaneous personal care	\$3.65	\$8,336.60			
488825	Personal Care - Cocoa Butter Lotion 18 oz	Health & Beauty	Generic	7,557	Hair, Dental, Shaving, and Micellaneous personal care	\$1.13	\$8,539.41			
488817	Personal Care Aloe Moisturizing Lotion 20oz	Health & Beauty	Generic	899	Hair, Dental, Shaving, and Micellaneous personal care	\$1.13	\$1,015.87			
487488	Personal Care Baby Oil 6.5oz	Health & Beauty	Generic	5,888	Hair, Dental, Shaving, and Micellaneous personal care	\$1.09	\$6,417.92			
627950	Personal Care Dandruff Shampoo 13.5 oz	Health & Beauty	Generic	463	Hair, Dental, Shaving, and Micellaneous personal care	\$1.30	\$601.90	Dandruff Shampoo 4oz Crawford	4oz	
444444	Personal Care Petroleum Jelly 6 oz	Health & Beauty	Generic	30,608	Hair, Dental, Shaving, and Micellaneous personal care	\$1.11	\$33,974.88			
402305	Q-Tips Cotton Swabs 30 Count Plastic box	Health & Beauty	Generic	18,889	Hair, Dental, Shaving, and Micellaneous personal care	\$1.42	\$26,822.38			
604355	Safeguard Soap 4 oz	Health & Beauty	Must Have	117,021	Cosmetics, perfume, bath, nail preparations and imple	\$1.17	\$136,914.57			
485763	Secret Wide Base Solid AP Stick Deodorant 2.7 oz	Health & Beauty	Must Have	1,967	Hair, Dental, Shaving, and Micellaneous personal care	\$3.12	\$6,137.04			
412551	Sensodyne 2.7oz Toothpaste	Health & Beauty	Must Have	3,134	Hair, Dental, Shaving, and Micellaneous personal care	\$4.44	\$13,914.96			
425272	Shampoo Indv .35oz	Health & Beauty	Generic	1,114	Hair, Dental, Shaving, and Micellaneous personal care	\$0.05	\$55.70			
402677	Staydent Denture Adhesive 2.4 oz	Health & Beauty	Must Have	806	Hair, Dental, Shaving, and Micellaneous personal care	\$3.66	\$2,949.96			
477059	Suave Advanced Therapy Lotion 10oz	Health & Beauty	Must Have	11,482	Hair, Dental, Shaving, and Micellaneous personal care	\$2.45	\$28,130.90			
487470	Suave Maximum Hold Gel 9oz	Health & Beauty	Must Have	962	Hair, Dental, Shaving, and Micellaneous personal care	\$3.57	\$3,434.34			
423475	Suave Solid Powder Invisible 1.2 oz	Health & Beauty	Must Have	1,917	Hair, Dental, Shaving, and Micellaneous personal care	\$1.22	\$2,338.74			
490276	Sure Brand Stick Deodorant 1.7 oz	Health & Beauty	Must Have	24,575	Hair, Dental, Shaving, and Micellaneous personal care	\$3.11	\$76,428.25			
409136	Tek Straight Toothbrush Medium	Health & Beauty	Generic	61,787	Hair, Dental, Shaving, and Micellaneous personal care	\$0.57	\$35,218.59			
411207	Tek Straight Toothbrush Soft	Health & Beauty	Generic	10,456	Hair, Dental, Shaving, and Micellaneous personal care	\$0.57	\$5,959.92			
488488	VO 5 Shampoo and Cond 15oz	Health & Beauty	Must Have	155	Hair, Dental, Shaving, and Micellaneous personal care	\$1.33	\$206.15			
407908	White Rain Conditioner Ocean Mist 15 oz	Health & Beauty	Must Have	4,902	Hair, Dental, Shaving, and Micellaneous personal care	\$1.05	\$5,147.10			
407882	White Rain Shampoo Ocean Mist 15 oz	Health & Beauty	Must Have	17,599	Hair, Dental, Shaving, and Micellaneous personal care	\$1.05	\$18,478.95			
410076	Woltra Cocoa Butter Stick 1 oz	Health & Beauty	Must Have	11,881	Hair, Dental, Shaving, and Micellaneous personal care	\$2.33	\$27,682.73			
741678	Zest 3.2oz	Health & Beauty	Must Have	21,906	Cosmetics, perfume, bath, nail preparations and imple	\$0.82	\$17,962.92			
473702	Dial Soap 4 oz	Health & Beauty	Must Have	6,578	Cosmetics, perfume, bath, nail preparations and imple	\$1.24	\$8,156.72			
429910	Disposable Razor Hardtimes	Health & Beauty	Generic	923	Hair, Dental, Shaving, and Micellaneous personal care	\$0.09	\$83.07			
474858	AAA Playing Cards	Miscellaneous	Generic	7,725	Toys, games, hobbies	\$0.55	\$4,248.75			
402727	Bicycle Playing Cards	Miscellaneous	Generic	4,148	Toys, games, hobbies	\$2.24	\$9,291.52			
710335	Bowl with Lid - Cereal	Miscellaneous	Generic	18,153	Miscellaneous Household Products	\$0.54	\$9,802.62			
626895	Cross Strap Shower Shoes (2 XL) 1 Pair	Miscellaneous	Generic	4,232	Men's footwear	\$1.25	\$5,290.00			
476416	Cross Strap Shower Shoes (3 XL) 1 Pair	Miscellaneous	Generic	401	Men's footwear	\$1.25	\$501.25			
409219	Cross Strap Shower Shoes (Large) 1 Pair	Miscellaneous	Generic	2,710	Men's footwear	\$1.25	\$3,387.50			
409193	Cross Strap Shower Shoes (Medium) 1 Pair	Miscellaneous	Generic	1,836	Men's footwear	\$1.25	\$2,295.00			
493650	Cross Strap Shower Shoes (Small) 1 Pair	Miscellaneous	Generic	467	Men's footwear	\$1.25	\$583.75			
626903	Cross Strap Shower Shoes (X Large) 1 Pair	Miscellaneous	Generic	2,678	Men's footwear	\$1.25	\$3,347.50			
708982	Cup w/lid 22 oz	Miscellaneous	Generic	16,402	Miscellaneous Household Products	\$0.27	\$4,428.54			
411231	Ear Plugs 2 per Package	Miscellaneous	Generic	33,411	Miscellaneous Household Products	\$0.20	\$6,682.20			
415083	Gray Gym Shorts 2 XL - Soffee Brand	Miscellaneous	Generic	1,508	Men's pants and shorts	\$8.57	\$12,923.56			
415091	Gray Gym Shorts 3 XL - Soffee Brand	Miscellaneous	Generic	676	Men's pants and shorts	\$8.57	\$5,793.32			
415539	Gray Gym Shorts 4 XL - Soffee Brand	Miscellaneous	Generic	268	Men's pants and shorts	\$8.57	\$2,296.76			
477836	Gray Gym Shorts 5 XL - Soffee Brand	Miscellaneous	Generic	57	Men's pants and shorts	\$9.43	\$537.51			

477844	Gray Gym Shorts 6 XL - Soffee Brand	Miscellaneous	Generic	116	Men's pants and shorts	\$9.43	\$1,093.88			
415067	Gray Gym Shorts Large - Soffee Brand	Miscellaneous	Generic	1,661	Men's pants and shorts	\$8.00	\$13,288.00			
415059	Gray Gym Shorts Medium - Soffee Brand	Miscellaneous	Generic	723	Men's pants and shorts	\$8.00	\$5,784.00			
477869	Gray Gym Shorts Small - Soffee Brand	Miscellaneous	Generic	316	Men's pants and shorts	\$8.00	\$2,528.00			
415075	Gray Gym Shorts X Large - Soffee Brand	Miscellaneous	Generic	1,803	Men's pants and shorts	\$8.00	\$14,424.00			
708974	Mug 22 oz - Thermal, Clear	Miscellaneous	Generic	1,868	Miscellaneous Household Products	\$2.64	\$4,931.52			
626523	Quart plastic bags-100CT	Miscellaneous	Generic	205	Miscellaneous Household Products	\$3.89	\$796.91			
472100	Soap Dish - Plastic	Miscellaneous	Generic	21,378	Miscellaneous Household Products	\$0.22	\$4,703.16			
738385	Spoon - Indv Wrapped Plastic	Miscellaneous	Generic	19,795	Miscellaneous Household Products	\$0.03	\$593.85			
426890	Thermo Mug Clear 20oz	Miscellaneous	Generic	3,757	Miscellaneous Household Products	\$2.64	\$9,918.48			
608802	Tide Ultra Detergent 5.7 oz	Miscellaneous	Must Have	6,214	Household Cleaning Products	\$2.22	\$13,795.08			
472274	Toothbrush Holder	Miscellaneous	Generic	18,410	Miscellaneous Household Products	\$0.27	\$4,970.70			
446799	Acetaminophen 20 Tablets	OTC	Generic	5,424	Nonprescription drugs and medical supplies	\$0.54	\$2,928.96			
446906	Clear-Zit Acne Cream 1oz	OTC	Generic	538	Nonprescription drugs and medical supplies	\$1.78	\$957.64			
419259	Good Sense Eye Drops - 0.5 oz	OTC	Generic	1,133	Nonprescription drugs and medical supplies	\$1.33	\$1,506.89			
476671	Good Sense Oral Pain Relief .5oz	OTC	Generic	291	Nonprescription drugs and medical supplies	\$2.40	\$698.40			
401182	Hall's Cherry Cough Drops 9 count	OTC	Must Have	16,383	Nonprescription drugs and medical supplies	\$1.05	\$17,202.15			
401190	Hall's Honey Lemon Cough Drops 9 count	OTC	Must Have	9,221	Nonprescription drugs and medical supplies	\$1.05	\$9,682.05			
401174	Hall's Mentholyptus Cough Drops 9 count	OTC	Must Have	2,981	Nonprescription drugs and medical supplies	\$1.05	\$3,130.05			
370064	Hydrocortisone 1% Cream .5 oz	OTC	Generic	1,659	Nonprescription drugs and medical supplies	\$1.43	\$2,372.37			
446807	Ibuprofen 24 Tablets	OTC	Generic	8,001	Nonprescription drugs and medical supplies	\$1.92	\$15,361.92			
446864	Major Allergy Tablets 24 Tablets	OTC	Generic	13,676	Nonprescription drugs and medical supplies	\$0.69	\$9,436.44			
432070	Monistat Itch Relief 1oz	OTC	Generic	126	Nonprescription drugs and medical supplies	\$3.78	\$476.28			
480038	Oxy Maximum Face Wash - 5 oz	OTC	Must Have	295	Nonprescription drugs and medical supplies	\$5.71	\$1,684.45			
475491	Reading Glasses 1.5 Strength	OTC	Generic	554	Nonprescription drugs and medical supplies	\$1.66	\$919.64			
479592	Reading Glasses 2.0 Strength	OTC	Generic	654	Nonprescription drugs and medical supplies	\$1.66	\$1,085.64			
475590	Reading Glasses 2.5 Strength	OTC	Generic	538	Nonprescription drugs and medical supplies	\$1.66	\$893.08			
475616	Reading Glasses 3.0 Strength	OTC	Generic	589	Nonprescription drugs and medical supplies	\$1.66	\$977.74			
431973	Roloids Ultra Str Mint 10 count	OTC	Must Have	785	Nonprescription drugs and medical supplies	\$0.98	\$769.30			
412494	Tolnaftate Cream 14.2 gr	OTC	Generic	4,162	Nonprescription drugs and medical supplies	\$0.73	\$3,038.26			
301119	BB Lemon Crème Cookies 6 oz	Snacks	Generic	1,894	Cookies	\$0.72	\$1,363.68	Mkt Sq Vanilla Crème	6 oz	
320911	Butterball Honey Cured Turkey Stk 1oz	Snacks	Must Have	292,906	Lunchmeats	\$0.65	\$190,388.90			
357665	Lance Smokehouse Cheddar 1.5 oz	Snacks	Must Have	2,549	Crackers, Bread and Cracker Products	\$0.29	\$739.21			Yes
316497	Barbco LA Hot Sauce 6oz	Snacks	Generic	58,567	Sauces and Gravies	\$0.70	\$40,996.90			
310789	BB Chocolate Chip Cookies 6 oz	Snacks	Generic	20,465	Cookies	\$1.31	\$26,809.15	Fam Amos CC 3oz	3 oz	Yes
310680	BB Pecan Supreme Cookies 6 oz	Snacks	Generic	18,953	Cookies	\$1.12	\$21,227.36			
301127	BB Vanilla Wafers 10 oz	Snacks	Generic	49,950	Cookies	\$1.22	\$60,939.00			
709147	Big Mama Sausage 2.4 oz	Snacks	Generic	1,630	Lunchmeats	\$1.55	\$2,526.50			
733931	Blue Bell Butter Crunch Pint	Snacks	Must Have	17,121	Ice Cream and related products	\$2.89	\$49,479.69			
738567	Blue Bell Butter Pecan Pint	Snacks	Must Have	19,964	Ice Cream and related products	\$2.89	\$57,695.96			
708883	Blue Bell Cookies & Cream Pint	Snacks	Must Have	34,855	Ice Cream and related products	\$2.82	\$98,291.10			
734426	Blue Bell Dutch Chocolate Pint	Snacks	Must Have	5,495	Ice Cream and related products	\$2.89	\$15,880.55			
734327	Blue Bell Homemade Vanilla Pint	Snacks	Must Have	15,282	Ice Cream and related products	\$2.89	\$44,164.98			
734525	Blue Bell Strawberry Pint	Snacks	Must Have	9,836	Ice Cream and related products	\$2.89	\$28,426.04			
316745	Bumble Bee Cracked Pepper Tuna 2.5 oz	Snacks	Generic	18,375	Shelf Stable Fish and Seafood	\$1.14	\$20,947.50			
316752	Bumble Bee Lemon Pepper Tuna 2.5 oz	Snacks	Generic	37,077	Shelf Stable Fish and Seafood	\$1.45	\$53,761.65			
622720	Chicken Breast - Sweet Sue 3 oz	Snacks	Must Have	223,727	Lunchmeats	\$2.60	\$581,690.20			
639906	Heinz Ind. Sized Dip-Ranch 2oz	Snacks	Must Have	116,709	Sauces and Gravies	\$0.70	\$81,696.30			
626580	Kane's Salted Peanuts 1.75 oz	Snacks	Must Have	195,845	Snacks	\$0.42	\$82,254.90			
361733	Kar's Cranberry Almond Delight 3oz	Snacks	Generic	32,263	Snacks	\$0.93	\$30,004.59			
361741	Kar's Honey Roasted Peanuts 3.5oz	Snacks	Generic	104,510	Snacks	\$0.95	\$99,284.50			
349985	Kar's Original Trail Mix -Unsalted 1.5oz	Snacks	Generic	81,758	Snacks	\$0.53	\$43,331.74			
349977	Kar's Roasted Salted Almonds 1oz	Snacks	Generic	5,861	Snacks	\$0.67	\$3,926.87			
627562	Kar's Trail Mix Nut N' Yogurt - 2 oz	Snacks	Generic	161,270	Snacks	\$0.67	\$108,050.90			
427658	Kraft Ched Chz Cup 4oz	Snacks	Must Have	13,129	Cheese and related Products	\$0.89	\$11,684.81			
422360	Kraft Jal Sqz Cheese 16oz	Snacks	Must Have	99,673	Cheese and related Products	\$3.71	\$369,786.83			
302893	Kraft Sqz Mayo 12oz	Snacks	Must Have	161,934	Other Miscellaneous foods	\$2.17	\$351,396.78			
322503	Lance Grilled Cheese Crackers 1.375oz	Snacks	Must Have	655,785	Crackers, Bread and Cracker Products	\$0.29	\$190,177.65			Yes
382044	Lance Peanut Butter Nekot Crackers 1.3 oz	Snacks	Must Have	314,720	Crackers, Bread and Cracker Products	\$0.29	\$91,268.80			Yes

318394	Lance Toastchee Crackers 1.5oz	Snacks	Must Have	40,559	Crackers, Bread and Cracker Products	\$0.29	\$11,762.11			Yes
314047	LDM Assorted Creme 11.8oz	Snacks	Generic	26,020	Cookies	\$1.10	\$28,622.00			Yes
313932	LDM Chocolate Creme 11.8oz	Snacks	Generic	21,862	Cookies	\$1.42	\$31,044.04	Mkt Sq Choc Crème	14oz	Yes
314039	LDM Duplex Creme 11.8oz	Snacks	Generic	272,632	Cookies	\$1.42	\$387,137.44	Mkt Sq Duplex Crème	14oz	Yes
316737	LDM Holiday Cookies 9oz	Snacks	Generic	22,007	Cookies	\$1.10	\$24,207.70			Yes
314054	LDM Lemon Creme 11.8oz	Snacks	Generic	122,675	Cookies	\$1.42	\$174,198.50	Mkt Sq Lemon Crème	14oz	Yes
314062	LDM Strawberry Creme 11.8oz	Snacks	Generic	169,019	Cookies	\$1.42	\$240,006.98	Mkt Sq Strawberry Crème	14oz	Yes
313940	LDM Vanilla Creme 11.8oz	Snacks	Generic	88,422	Cookies	\$1.42	\$125,559.24	Mkt Sq Vanilla Crème	14oz	Yes
398834	Mrs. Freshley's Apple Pie 4.5 oz	Snacks	Generic	17,462	Frozen and Refrigerated bakery Products*	\$0.74	\$12,921.88	JJ Apple Pie	4oz	Yes
387621	Mrs. Freshley's Choc. Cup Cakes 2pk, 4oz	Snacks	Generic	212,885	Frozen and Refrigerated bakery Products*	\$0.97	\$206,498.45			Yes
331249	Mrs. Freshley's Grand Iced Honey Bun 6oz	Snacks	Generic	796	Frozen and Refrigerated bakery Products*	\$0.96	\$764.16			Yes
520387	Mrs. Freshley's Honey Buns 10.5 oz	Snacks	Generic	25,235	Frozen and Refrigerated bakery Products*	\$3.05	\$76,966.75			Yes
387613	Mrs. Freshley's Powdered Sug. Donuts 3oz	Snacks	Generic	4,705	Frozen and Refrigerated bakery Products*	\$1.46	\$6,869.30	HOST DNT 6CT PWDR SUG GEMS	3oz	Yes
343012	Nature Valley Oats & Honey Granola Bar 2 bar pk. 1.5oz	Snacks	Must Have	105,891	Breakfast Cereal	\$0.75	\$79,418.25			
321117	O'Brien's Honey Pepper Turkey Stick 5oz	Snacks	Must Have	172,997	Lunchmeats	\$1.85	\$320,044.45			
356592	O'Brien's Hot Summer Sausage 5 oz	Snacks	Must Have	601,370	Lunchmeats	\$1.80	\$1,082,466.00			
623702	Panola Hot Sauce 6 oz	Snacks	Generic	55,608	Sauces and Gravies	\$0.63	\$35,033.04			
639195	Provecho Tortilla 8 - 20/ 12ct	Snacks	Generic	129,850	Crackers, Bread and Cracker Products	\$1.32	\$171,402.00			
318774	Ralston Butter Grits 24oz	Snacks	Generic	3,953	Breakfast Cereal	\$3.09	\$12,214.77			
626515	Ralston Oatmeal-variety pack 12.41 oz	Snacks	Generic	57,179	Breakfast Cereal	\$2.42	\$138,373.18			
627554	Spam in a Pouch 2.5oz	Snacks	Must Have	36,365	Lunchmeats	\$1.40	\$50,911.00			
712604	Trail's Best Beef & Cheese Stick 1.125 oz	Snacks	Must Have	1,062,560	Other Miscellaneous foods	\$0.53	\$563,156.80			
713255	Van Holten's Koshers Pickle in a Pouch 5 oz	Snacks	Must Have	327,236	Olives, Pickles, Relish	\$0.64	\$209,431.04			Yes
640912	Beans Refried 8oz Clearpack	Snacks	Generic	190,841	Dried beans, peas, and lentils	\$1.31	\$250,001.71			
811114	C Hill Big Tex Cinn Roll 4oz	Snacks	Generic	86,200	Fresh Sweetrolls, Coffeecakes, doughnuts	\$0.95	\$81,890.00			
844290	Clover HILL JUMBO GLZ Honey BUN 4OZ	Snacks	Must Have	510,065	Fresh Sweetrolls, Coffeecakes, doughnuts	\$0.95	\$484,561.75			
844308	Clover HILL JUMBO ICED Honey BUN 4OZ	Snacks	Must Have	282,125	Fresh Sweetrolls, Coffeecakes, doughnuts	\$0.95	\$268,018.75			
640219	Cactus Annie Salsa 15.5oz	Snacks	Generic	5,918	Sauces and Gravies	\$2.29	\$13,552.22			
639161	Cactus Annie Tortillas 6CT 8oz	Snacks	Generic	286	Crackers, Bread and Cracker Products	\$1.26	\$360.36			
616037	Cereal in the Cup - Frosted Flakes - 2.1 oz cup	Snacks	Must Have	48,277	Breakfast Cereal	\$1.33	\$64,208.41			
620278	Cereal in the Cup - Honey Nut Cheerios 1.8 oz cup	Snacks	Must Have	40,857	Breakfast Cereal	\$1.25	\$51,071.25			
328377	Clif Bar Energy - Crunchy peanut Butter 2.4oz	Snacks	Must Have	148	Other Miscellaneous foods	\$1.45	\$214.60			
328484	Clif Builder's 20g Protein Bar Chocolate Peanut Butter 2.4oz	Snacks	Must Have	1,218	Other Miscellaneous foods	\$1.75	\$2,131.50			
301655	Fiber One Oats & Chocolate 1.4oz	Snacks	Must Have	12,520	Other Miscellaneous foods	\$0.93	\$11,643.60			
638429	Garden Club Grape Jelly 20oz Squeeze btl.	Snacks	Generic	16,325	Other Miscellaneous foods	\$2.80	\$45,710.00			
426494	Geisha Chunk Lt Tuna 3.53 oz	Snacks	Generic	10,030	Shelf Stable Fish and Seafood	\$1.07	\$10,732.10			
638528	Geisha Mackerel Filets 3.53oz	Snacks	Generic	324,553	Shelf Stable Fish and Seafood	\$0.94	\$305,079.82			
742304	Geisha Pink Salmon Pouch 5oz	Snacks	Generic	15,993	Shelf Stable Fish and Seafood	\$1.95	\$31,186.35			
636118	Geisha Smoked Oysters in Oil Pouch 3.53oz	Snacks	Generic	13,160	Shelf Stable Fish and Seafood	\$1.38	\$18,160.80			
426148	Geisha Sriracha Mackerel 3.53 oz	Snacks	Generic	16,879	Shelf Stable Fish and Seafood	\$0.86	\$14,515.94			
426155	Geisha Tuna w Jalapeno 3.53 oz	Snacks	Generic	1,034	Shelf Stable Fish and Seafood	\$0.86	\$889.24			
710319	Hot Sauce Indv Packet 3 gm	Snacks	Generic	7,947	Sauces and Gravies	\$0.05	\$397.35			
742650	Blue Bell Ice Cream Moo Bar 3 oz	Snacks	Must Have	8,563	Ice Cream and related products	\$0.63	\$5,394.69			
742627	Blue Bell Ice Cream Sandwich Vanilla 4 oz	Snacks	Must Have	8,666	Ice Cream and related products	\$0.63	\$5,459.58			
742668	Ice Cream Snickers Bar 2.8 oz	Snacks	Must Have	2,218	Ice Cream and related products	\$1.74	\$3,859.32			
331355	Jalapeno Peppers 12 oz	Snacks	Generic	72,131	Olives, Pickles, Relish	\$1.66	\$119,737.46			
322016	Salted Roasted Peanut 2oz	Snacks	Generic	123,898	Snacks	\$0.42	\$52,037.16			
326090	Kellogg's Nutri Grain Cereal Bars - Blueberry 1.3oz	Snacks	Must Have	4,178	Snacks	\$0.72	\$3,008.16			
326116	Kellogg's Nutri Grain Cereal Bars - Strawberry 1.3oz	Snacks	Must Have	5,068	Snacks	\$0.72	\$3,648.96			
325852	Kellog's Strawberry Pop-Tarts 3.67 oz	Snacks	Must Have	49,008	Snacks	\$0.85	\$41,656.80			
398693	Little Debbie Cosmic Brownies 13.1 oz	Snacks	Must Have	24,991	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.32	\$57,979.12			
355461	Little Debbie Donut Sticks 10 oz	Snacks	Must Have	42,739	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.53	\$108,129.67			
355776	Little Debbie Fudge Rounds 9.5 oz	Snacks	Must Have	7,985	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.53	\$20,202.05			
359703	Little Debbie Nutty Bars 12 oz	Snacks	Must Have	196,425	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.32	\$455,706.00			
355388	Little Debbie Oatmeal Crème Pie 16.2 oz	Snacks	Must Have	176,235	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.53	\$445,874.55			
356006	Little Debbie Star Crunch 13 oz	Snacks	Must Have	104,948	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.53	\$265,518.44			
398701	Little Debbie Strawberry Shortcake Rolls 13 oz	Snacks	Must Have	50,463	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.32	\$117,074.16			
355438	Little Debbie Swiss Cake Rolls 13 oz	Snacks	Must Have	22,077	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.53	\$55,854.81			
355479	Little Debbie Zebra Cakes 13 oz	Snacks	Must Have	42,504	Fresh Sweetrolls, Coffeecakes, doughnuts	\$2.53	\$107,535.12			

733355	Mayo Indv Packet 9 gm	Snacks	Generic	15,820	Other Miscellaneous foods	\$0.11	\$1,740.20			
322370	Moon Pie - Banana 2.75 oz	Snacks	Must Have	9,014	Fresh Sweetrolls, Coffeecakes, doughnuts	\$0.65	\$5,859.10			
306167	Peanut Butter 1.12oz Pouch	Snacks	Generic	10,841	Peanut Butter	\$0.41	\$4,444.81			Yes
477778	Peanut Butter Jar Creamy 16oz	Snacks	Generic	42,136	Peanut Butter	\$2.60	\$109,553.60			
729657	Pepper - 50 count bag	Snacks	Generic	15,055	Salt and other seasonings and spices	\$0.33	\$4,968.15			
324756	PowerBar Chocolate Peanut Btr PROTEIN PLUS 2.12oz	Snacks	Must Have	1,725	Other Miscellaneous foods	\$1.42	\$2,449.50			
699699	Ranch 1.5oz Pouch Kraft	Snacks	Must Have	605	Sauces and Gravies	\$0.47	\$284.35			
640813	Rice Brown Pre-Cook 6.5oz Pouch	Snacks	Generic	22,917	Rice	\$1.14	\$26,125.38			
641019	Rice Spicy Spanish w/ Chz 2oz	Snacks	Generic	982,235	Rice	\$0.56	\$550,051.60			
642132	Rice White Minute 8oz Pouch	Snacks	Generic	174,289	Rice	\$1.04	\$181,260.56			
640714	Rice White Pre-Cook 8oz Pouch	Snacks	Generic	4,606	Rice	\$1.95	\$8,981.70			
729640	Salt - 50 count bag	Snacks	Generic	57,389	Salt and other seasonings and spices	\$0.20	\$11,477.80			
301135	Saltines 16 oz	Snacks	Generic	95,060	Crackers, Bread and Cracker Products	\$1.60	\$152,096.00			
627547	Sardines in Hot Sauce 3.53oz - Geisha	Snacks	Generic	64,155	Shelf Stable Fish and Seafood	\$0.78	\$50,040.90			
819847	Snack Crackers 13.7 oz	Snacks	Generic	107,302	Crackers, Bread and Cracker Products	\$2.55	\$273,620.10			
391961	Special K Protein Meal Bar Chocolate Peanut Butter 1.59oz	Snacks	Must Have	467	Other Miscellaneous foods	\$1.49	\$695.83			
395822	Special K Protein Meal Bar Strawberry 1.59oz	Snacks	Must Have	760	Other Miscellaneous foods	\$1.49	\$1,132.40			
627539	Tuna - 5oz - Bumble Bee - Chunk Light Tuna	Snacks	Must Have	585,780	Shelf Stable Fish and Seafood	\$1.81	\$1,060,261.80			
325779	Welch's Fruit Snacks - Mixed Fruit 5oz	Snacks	Must Have	121,552	Other Miscellaneous foods	\$1.47	\$178,681.44			
New	Unsalted Matzo Cracker 10.5 oz.	Snacks	Kosher Certified	1	Crackers, Bread and Cracker Products	\$5.70	\$5.70			Yes
New	Whole Wheat Matzo Cracker 10.5 oz	Snacks	Kosher Certified	1	Crackers, Bread and Cracker Products	\$5.70	\$5.70			Yes
605717	Inst. Lunch Maruchan Shrimp Soup Soup Cup 2.25 oz	Soups	Must Have	1,580	Soups	\$0.65	\$1,027.00			
642090	Aunt Dot Beef Stew 7.5oz pch	Soups	Generic	11,014	Other Miscellaneous foods	\$1.83	\$20,155.62			
642140	Aunt Dot Chili Chicken Alfredo7.5oz pch	Soups	Generic	18,005	Other Miscellaneous foods	\$2.13	\$38,350.65			
642074	Aunt Dot Chili NO Beans 7.5oz pch	Soups	Generic	2,960	Other Miscellaneous foods	\$1.85	\$5,476.00			
642082	Aunt Dot Chili w Beans 7.5oz pch	Soups	Generic	3,059	Other Miscellaneous foods	\$1.70	\$5,200.30			
635979	Aunt Dot HOT Chili w Beans 7.5oz pch	Soups	Generic	3,319	Other Miscellaneous foods	\$1.70	\$5,642.30			
641407	Brushy Creek Hot Chili w Beans 11.25oz	Soups	Generic	66,597	Other Miscellaneous foods	\$1.81	\$120,540.57			
639179	Brushy Crk Lasagna w Beef Sce 11.25oz	Soups	Generic	11,107	Other Miscellaneous foods	\$1.67	\$18,548.69			
605691	Inst. Lunch Maruchan Chicken Soup Cup 2.25 oz	Soups	Must Have	21,393	Soups	\$0.65	\$13,905.45			
605774	Maruchan Beef Soup 1 Bag 3 oz	Soups	Must Have	1,235,553	Soups	\$0.40	\$494,221.20			
605709	Maruchan Beef Soup Cup 2.25 oz	Soups	Must Have	38,501	Soups	\$0.65	\$25,025.65			
616151	Maruchan Cheddar Cheese Soup Cup 2.25 oz	Soups	Must Have	193,597	Soups	\$0.65	\$125,838.05			
605766	Maruchan Chicken Soup 1 Bag 3 oz	Soups	Must Have	605,147	Soups	\$0.40	\$242,058.80			
605782	Maruchan Chili Soup 1 Bag 3 oz	Soups	Must Have	2,311,327	Soups	\$0.40	\$924,530.80			
611137	Maruchan Creamy Chicken 1 Bag 3 oz	Soups	Must Have	776,047	Soups	\$0.40	\$310,418.80			
605758	Maruchan Hot & Spicy Chicken Soup 1 Cup 2.25 oz	Soups	Must Have	335,162	Soups	\$0.65	\$217,855.30			
605733	Maruchan Hot & Spicy Shrimp Soup Cup 2.25 oz	Soups	Must Have	380,182	Soups	\$0.65	\$247,118.30			
631234	Maruchan Low Sodium Beef Soup 1 Bag 3oz	Soups	Must Have	61,009	Soups	\$0.40	\$24,403.60			
631242	Maruchan Low Sodium Chicken Soup 1 Bag 3oz	Soups	Must Have	108,222	Soups	\$0.40	\$43,288.80			
626671	Maruchan Oriental 1 Bag 3 oz	Soups	Must Have	36,962	Soups	\$0.40	\$14,784.80			
606608	Maruchan Picante Chicken Soup 1 Bag 3 oz	Soups	Must Have	1,096,265	Soups	\$0.40	\$438,506.00			
626655	Maruchan Pork Soup 1 Bag 3 oz	Soups	Must Have	85,103	Soups	\$0.40	\$34,041.20			
605790	Maruchan Shrimp Soup 1 Bag 3 oz	Soups	Must Have	313,508	Soups	\$0.40	\$125,403.20			
New	Meal Mart - Chicken Soup and Matzo Balls 12 oz.	Soups	Kosher Certified	1	Soups	\$8.00	\$8.00			Yes
New	Meal Mart - Beef and Lamb Kabob 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00			Yes
New	Meal Mart - Beef and Stuffed Cabbage 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00			Yes
New	Meal Mart - Gefilte Fish 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00			Yes
New	Meal Mart - Parve Baked Ziti 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00			Yes
New	Meal Mart - Roasted Chicken 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00			Yes
New	Meal Mart - Beef Goulash & Vegetables 12 oz.	Soups	Kosher Certified	1	Soups	\$8.00	\$8.00			Yes
409250	Envelopes - #10, White, 50 Count Box	Writing Materials	Generic	6,968	Stationary, Stationary Supplies, Gift Wrap	\$1.19	\$8,292.42			
473926	Envelopes - Clasp, 10x13,150 Count Box	Writing Materials	Generic	139	Stationary, Stationary Supplies, Gift Wrap	\$24.00	\$3,344.00			
410274	Envelopes - Clasp, 9.5" x 12.5" 100 Count	Writing Materials	Generic	107	Stationary, Stationary Supplies, Gift Wrap	\$0.28	\$29.86			
410654	Eraser - Large Pink	Writing Materials	Generic	574	Stationary, Stationary Supplies, Gift Wrap	\$0.98	\$562.52			
428508	Flex Pen Black	Writing Materials	Generic	2,850	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$1,282.50			
467860	Greeting card-Blank inside	Writing Materials	Generic	4,745	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$2,135.25			
476036	Greeting card-Spanish Birthday	Writing Materials	Generic	15	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$6.75			
476044	Greeting card-Spanish Friendship	Writing Materials	Generic	20	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$9.00			

476051	Greeting card-Spanish Thinking of You	Writing Materials	Generic	61	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$27.45			
422675	Greeting card-Anniversary	Writing Materials	Generic	527	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$237.15			
422592	Greeting card-Adult Female Birthday	Writing Materials	Generic	6,843	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$3,079.35			
475749	Greeting card-Adult Male Birthday	Writing Materials	Generic	3,486	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$1,568.70			
422600	Greeting card-Child Birthday	Writing Materials	Generic	2,483	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$1,117.35			
422576	Greeting card-Christmas	Writing Materials	Generic	3,621	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$1,629.45			
422568	Greeting card-Easter	Writing Materials	Generic	328	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$147.60			
422659	Greeting card-Father's Day	Writing Materials	Generic	1,024	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$460.80			
422642	Greeting card-Friendship	Writing Materials	Generic	835	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$375.75			
422709	Greeting card-Get Well	Writing Materials	Generic	389	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$175.05			
422691	Greeting card-I Love You	Writing Materials	Generic	8,141	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$3,663.45			
409599	Greeting card-Miss You	Writing Materials	Generic	2,277	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$1,024.65			
422667	Greeting card-Mother's Day	Writing Materials	Generic	2,543	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$1,144.35			
422618	Greeting card-Sympathy	Writing Materials	Generic	406	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$182.70			
422584	Greeting card-Thank You	Writing Materials	Generic	1,263	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$568.35			
422626	Greeting card-Thanksgiving	Writing Materials	Generic	136	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$61.20			
422634	Greeting card-Thinking of You	Writing Materials	Generic	7,656	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$3,445.20			
422550	Greeting card-Valentine's Day	Writing Materials	Generic	1,867	Stationary, Stationary Supplies, Gift Wrap	\$0.45	\$840.15			
473991	Paper - Typing, 8.5 x 11, 500 Sheets	Writing Materials	Generic	11	Stationary, Stationary Supplies, Gift Wrap	\$5.85	\$64.39			
409235	Paper Pad - Legal, 8.5 x 11, White, 50 Sheets	Writing Materials	Generic	38,033	Stationary, Stationary Supplies, Gift Wrap	\$1.15	\$43,737.95			
410266	Paper Pad - Sketch, 8.5 x 11, White, 50 Sheets	Writing Materials	Generic	5,370	Stationary, Stationary Supplies, Gift Wrap	\$0.80	\$4,296.00			
414300	Paper Pad - Small, 5x8, No Wire, 50 Sheets	Writing Materials	Generic	1,084	Stationary, Stationary Supplies, Gift Wrap	\$0.72	\$780.48			
414763	Pen - Black, Papermate	Writing Materials	Generic	93,024	Stationary, Stationary Supplies, Gift Wrap	\$0.15	\$13,953.60			
410035	Pencil - #2 with Eraser	Writing Materials	Generic	65,872	Stationary, Stationary Supplies, Gift Wrap	\$0.12	\$7,904.64			
477893	Pencils - Colored 12 each 7", Crayola	Writing Materials	Generic	1,235	Stationary, Stationary Supplies, Gift Wrap	\$2.70	\$3,334.50			
New		Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00	Kosher Vegetarian Honolulu Nuggets	12oz	Yes
New		Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00	Kosher Vegetarian Pepper Steak	12oz	Yes
New		Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00	Kosher Vegetarian Stuffed Shells with Vegetables	12oz	Yes
New		Soups	Kosher Certified	1	Other Miscellaneous foods	\$8.00	\$8.00	Kosher Spanish Style Scrambled Eggs with Hash Browns	12oz	Yes
* Frozen and Refrigerated Bakery Products - products are frozen until the day they are delivered.					TOTAL	\$28,542,454.99				

Offerors must provide prices on all line items listed on the Cost Worksheet to be considered responsive to this RFP.

Cost Negotiations Round 1 Response

Cost Worksheet

Supplier Name: Georgia Commissary Suppliers

Instructions:

1. “All items have been identified as a "must-have", "generic", or "kosher-certified" product. No substitutions are allowed for "must-have" products (A 10% size deviation will be allowed, suppliers providing a "must have product" must indicate the size variance if applicable).
2.
3. To be considered, the supplier must provide the item description and product size for all proposed alternatives in the column provided (see acceptable size variance below).
4. GDC reserves the sole right to determine whether an alternative product is considered equal.
5. Suppliers will have the opportunity to provide documentation in support of proposed alternatives if requested by GDC. In the event a proposed alternative is not accepted by GDC, the supplier will have the opportunity to provide a price quote for the line item as it is specified on the cost worksheet.
6.
7. Suppliers must note all size deviations in the column provided for proposed alternatives, this includes products for which size is the only change from the product specified.
8. A 10% size deviation will be allowed, suppliers providing a "must have product" must indicate the size variance if applicable.
9. The supplier must also identify in Column M if each product offered is Kosher (Items 436-444 MUST be Kosher) .
10. All cells highlighted in red must be completed. Once completed, the cells will turn green. All proposed alternatives must be entered in the peach colored cells.

PLEASE NOTE: Items categorized as "Female Only" may only be provided to those facilities noted as having a female population on Attachment N: Commissary Operations Overview.

Offerors must provide prices on all line items listed on the Cost Worksheet to be considered responsive to this RFP.

Item ID	Product Name	Category	Pricing Tier	Annual	CPI Expenditure Category	Proposed Unit Cost	Cost Negotiations Round 1	Proposed Alternative	Alternate Size Proposed	Kosher
474296	West Bend Fan 10"	Electronics	Generic	4,584	Clocks, Lamps, Decorator Items	\$32.74	\$30.00			
477877	Magic Shave Softsheen 6 oz	Health & Beauty	Must Have	3,935	Hair, Dental, Shaving, and Micellaneous personal care products	\$9.31	\$5.00			
626895	Cross Strap Shower Shoes (2 XL) 1 Pair	Miscellaneous	Generic	4,232	Men's footwear	\$3.14	\$1.25			
476416	Cross Strap Shower Shoes (3 XL) 1 Pair	Miscellaneous	Generic	401	Men's footwear	\$1.71	\$1.25			
409219	Cross Strap Shower Shoes (Large) 1 Pair	Miscellaneous	Generic	2,710	Men's footwear	\$2.91	\$1.25			
409193	Cross Strap Shower Shoes (Medium) 1 Pair	Miscellaneous	Generic	1,836	Men's footwear	\$2.91	\$1.25			
493650	Cross Strap Shower Shoes (Small) 1 Pair	Miscellaneous	Generic	467	Men's footwear	\$1.71	\$1.25			
626903	Cross Strap Shower Shoes (X Large) 1 Pair	Miscellaneous	Generic	2,678	Men's footwear	\$2.91	\$1.25			
520387	Mrs. Freshley's Honey Buns 10.5 oz	Snacks	Generic	25,235	Frozen and Refrigerated bakery Products*	\$3.29	\$3.05			Yes
New	Meal Mart - Chicken Soup and Matzo Balls 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$17.75	\$8.00	Glatt Kosher Meatballs & Spaghetti	12oz	Yes
New	Meal Mart - Beef and Lamb Kabob 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$17.75	\$8.00	Glatt Kosher Turkey & Mashed Potatoes	12oz	Yes
New	Meal Mart - Beef and Stuffed Cabbage 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$17.75	\$8.00	Glatt Kosher Salisbury Steak with Diced Potatoes	12oz	Yes
New	Meal Mart - Gefilte Fish 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$17.75	\$8.00	Glatt Kosher Chicken Primavera with Noodles and Vegetables	12oz	Yes
New	Meal Mart - Parve Baked Ziti 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$17.75	\$8.00	Glatt Kosher Buffalo Style Chicken Wings with Rice and Corn	12oz	Yes
New	Meal Mart - Roasted Chicken 12 oz.	Soups	Kosher Certified	1	Other Miscellaneous foods	\$17.75	\$8.00	Glatt Kosher Vegetable Beef Stew	12oz	Yes
New	Meal Mart - Beef Goulash & Vegetables 12 oz.	Soups	Kosher Certified	New	Other Miscellaneous foods	\$17.75	\$8.00	Kosher Cheese Ravioli	12oz	Yes
New		Soups	Kosher Certified	New	Other Miscellaneous foods	\$17.75	\$8.00	Kosher Vegetarian Honolulu Nuggets	12oz	Yes
New		Soups	Kosher Certified	New	Other Miscellaneous foods	\$17.75	\$8.00	Kosher Vegetarian Pepper Steak	12oz	Yes
New		Soups	Kosher Certified	New	Other Miscellaneous foods	\$17.75	\$8.00	Kosher Vegetarian Stuffed Shells with Vegetables	12oz	Yes
New		Soups	Kosher Certified	New	Other Miscellaneous foods	\$17.75	\$8.00	Kosher Spanish Style Scrambled Eggs with Hash Browns	12oz	Yes

From: [Bill Silva](#)
To: [Burns, Barbara](#)
Subject: Re: Contract and Cost Negotiation Round 1
Date: Friday, September 12, 2025 11:45:42 AM
Attachments: [image001.png](#)
[image534823.png](#)
[image228188.png](#)
[image202837.png](#)
[image914353.png](#)
[image052112.png](#)
[image688057.png](#)
[Attachment G State Contract - revised 09.02.25.doc](#)
[Updated Commissary eRFP 1152 - Cost Negotiations Round 1.xlsm](#)
[Updated Cost Negotiation Verification.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning-

I hope all is well. We are in agreement with the contact changes you propose as it demonstrates a willingness of the DOC to negotiate in good faith regarding the partnership between the DOC and Georgia Commissary Suppliers.

I have attached the updated cost worksheet as well as the signed verification . Please let me know if you require any additional information and I look forward to the next step in completing this process. Thank you.

GCS

Bill Silva

stewart

 400 Bonneyman Rd, Blackshear, GA, 31516

 912-283-1970

 stewartdistribution.com

From: Burns, Barbara <barbara.burns@doas.ga.gov>

Sent: Thursday, September 4, 2025 3:26 PM

To: Bill Silva <bills@stewartcandy.com>

Subject: Contract and Cost Negotiation Round 1

Good afternoon,

Please find attached the contract showing the agreed-upon changes as redlined. Please verify and confirm the changes. I will finalize the contract package once the cost negotiations have been completed and upon your confirmation of the changes made to the contract to address your contract

exceptions.

In addition, please find attached the cost worksheet showing only the items identified to be negotiated as per our previous conversation. Please provide updated pricing no later than end of business on Friday, September 12, 2025.

Thank you!

Sincerely,

Barbara



Barbara Burns

Agency Sourcing Group Manager

Office: 404-656-2291

Email: barbara.burns@doas.ga.gov

Website: doas.ga.gov

Lead. Empower. Collaborate.



**RFP COST NEGOTIATIONS
(Round 1)**

Request for Proposal Number: 46700-GDC0001152
Request for Proposal Title: Statewide Offender Commissary Services

State Entity Name: Georgia Department of Corrections
Issuing Officer Name: Barbara Burns
eMail Address: barbara.burns@doas.ga.gov Phone Number: 404-656-2291
Supplier's Response Due By: (Date) September 12, 2025 (Time): 5:00 p.m.

The supplier is hereby invited to provide revised responses for consideration and evaluation as a component of cost negotiations. To participate, the supplier must resubmit its cost proposal with improved pricing (or as otherwise instructed by the Issuing Officer with respect to identifying pricing improvements). There may not be further rounds of cost negotiations following this request; Suppliers should provide their most aggressive and improved pricing to ensure further consideration. Suppliers' responses received after the due date and time identified above will not be considered; the original cost proposal received will stand as their final response when a response is not provided.

The State Entity requests updated pricing for the commissary items listed on the attached cost worksheet, filtered to contain only the items to be negotiated. The supplier may select to offer alternative items to the listed Kosher Meal Mart items as long as they are equal to or better than the listed item and Kosher certified.

Supplier's Signature  Date 9/12/25
Printed Name & Title BILL SILVA GCS CONTRACT
Company Name GEORGIA COMMISSARY SUPPLIERS

Supplier Responsibility Questionnaire

State Entity: Georgia Department of Corrections
Event Name: Statewide Offender Commissary Services
eRFP (Event) Number: GDC0001152
Attachment I - Supplier Responsibility Questionnaire

The Supplier Responsibility Questionnaire serves as a tool for collecting information that may be used to review supplier responsibility at some point in the procurement process rather than Mandatory Requirements that must be met. Information pertaining to responsibility may be requested throughout the solicitation process. For purposes of clarity, this responsibility questionnaire is not a factor in determining responsiveness of a bid or proposal.

Section I – Supplier's Legal Business Entity Information

Supplier's Full Legal Business Name:

Georgia Commissary Suppliers, LLC.

Website:

stewartdist.com

Address of Principal Place of Business:

400 Bonneyman Road, Blackshear, GA 31516

1. Primary Contact regarding this RFP: Bill Silva

Primary Contact Telephone Number:

Office: 800-673-7335 ext. 112 and 912-283-1970 ext. 112

Cell: 912-614-3288

Primary Contact email address:

bills@stewartcandy.com

Supplier Responsibility Questionnaire

If applicable, list any other D/B/A, trade name, other identities and used in the last 5 years:

Stewart Distribution

McDaniel Supply Company

Is the Supplier publicly traded? NO

If yes, provide CIK Code or Ticker symbol.

Does the Supplier have a DUNS number? If yes, please provide.

Stewart Distribution – DUNS - 033922766

McDaniel Supply Company – DUNS - 066482266

Section II – Integrity

Within the past five (5) years, has the Supplier:

2.

Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license?

Response: (YES/NO): NO

3.

Been subject to a denial or revocation of a government prequalification?

Response: (YES/NO): NO

4.

Been denied a contract award or had a bid rejected based upon a non-responsibility (lack of financial, organizational and operational capacity and controls) finding by a government entity?

Response: (YES/NO): NO

5.

Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?

Response: (YES/NO): NO

Supplier Responsibility Questionnaire

6.	Entered into a formal monitoring agreement as a condition of a contract award from a government entity? Response: (YES/NO): NO
7.	If Supplier answered YES to any of the above questions, please provide an explanation: N/A
Section III – LEGAL PROCEEDINGS <i>Within the past five (5) years, has the Supplier (or any affiliate or subsidiary):</i>	
8.	Been involved as a plaintiff or defendant in a lawsuit with a state or any state agency in the past five years? Response: (YES/NO): NO
9.	Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation? Response: (YES/NO): NO
10.	Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime? Response: (YES/NO): NO
11.	Within the last seven (7) years has the Supplier or any affiliate or subsidiary filed for bankruptcy protection in any state? Response: (YES/ NO): NO
12.	As the provider of services, do you have any material pending litigation that may adversely affect your ability to meet any contract requirement pursuant to this RFP or is likely to have a material adverse effect on your financial condition.

Supplier Responsibility Questionnaire

	(Response: YES/ NO): NO If such exists, list each separately and explain the relevant details.
13.	If Supplier answered YES to any of the above questions, please provide an explanation: N/A
Section IV – Financial and Organizational Capacity <i>Within the past five (5) years, has the Supplier (or any affiliate or subsidiary):</i>	
14.	Received any formal unsatisfactory performance assessment(s) from any government entity on any contract? Response: (YES/NO): NO
15.	Terminated agreements/contracts in the past five years? Response: (YES/NO): NO
16.	Had any liens or judgements over \$25,000 been filed against the Supplier? Response: (YES/NO): NO
17.	Had any liquidated damages assessed over \$25,000? Response: (YES/NO): NO
18.	If Supplier answered YES to any of the above questions, please provide an explanation: N/A
19.	If requested, Supplier agrees to provide audited financial statements (balance sheets, annual reports, tax returns, SEC filings, etc.) for its last two (2) fiscal years. Response: (YES/NO): YES

Supplier Responsibility Questionnaire

Section V – References

Provide three (3) verifiable client references..

Confidential client references should not be included:

20.

Reference 1

Company/Customer Name:	Richmond County Correctional
Address:	2314 Tobacco Road, Augusta, GA 30906
Contact Name and Title:	Warden Evan Joseph
Alternate Contact Name:	Deputy Warden Marie Boulton
Phone:	706-798-5572
Email:	ejoseph@auguataga.gov
Service/Contract Dates:	5+ Years
Approximate Contract Value:	\$300,000 annually

Description of Work/Services:

Inmate Commissary Services

Reference 2

Company/Customer Name:	Colquitt County Correctional
Address:	200 South Vandenberg Drive, Moultrie, GA 31776
Contact Name and Title:	Warden Billy Howell
Alternate Contact Name:	Deputy Warden Matthew Connor
Phone:	229-616-7490
Email:	
Service/Contract Dates:	5 + yeras

Supplier Responsibility Questionnaire

	Approximate Contract Value:	\$100,000 annually
	Description of Work/Services:	Inmate Commissary Services
	Reference 3	
	Company/Customer Name:	Jefferson County Prison
	Address:	159 Clarks Mill Road, Louisville, GA 30434
	Contact Name and Title:	Warden Calvin Oliphant
	Alternate Contact Name:	Deputy Warden Stanley Williams
	Phone:	478-625-7230
	Email:	
	Service/Contract Dates:	5+ Years
	Approximate Contract Value:	\$250,000
	Description of Work/Services:	Inmate Commissary Services



RFP Addendum Form

RFP Number: 46700-GDC0001152	RFP Title: Statewide Offender Commissary Services
Requesting State Entity: Georgia Department of Corrections	
Issuing Officer: Barbara Burns	RFP Initially Posted to Internet: See GPR
eMail Address: Barbara.burns@doas.ga.gov	Telephone: 404-656-2291
Addendum Number: 1	Date: May 13, 2025

Addendum 1 issued to post 'Attachment D – Mandatory Scored Worksheet updated' to reflect the update made to Mandatory Scored Question #9.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFP response.

Georgia Commissary Suppliers
Supplier's Name

[Signature]
Signature

Bill Silva GCS GDC Contract Coordinator
Printed Name and Title



RFP Addendum Form

RFP Number: 46700-GDC0001152	RFP Title: Statewide Offender Commissary Services
Requesting State Entity: Georgia Department of Corrections (GDC)	
Issuing Officer: Barbara Burns	RFP Initially Posted to Internet: See GPR
eMail Address: Barbara.burns@doas.ga.gov	Telephone: 404-656-2291
Addendum Number: 2	Date: May 22, 2025

This addendum has been issued to update the Schedule of Events. 'Attachment A eRFP Document updated', and "Updated Bidders/Offerors' Conference Announcement GDC' has been posted to the event.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

GEORGIA COMMISSARY SUPPLIES

Bill Sierra GCS/GDC CONTRACT COORDINATOR



RFP Addendum Form

RFP Number: 46700-GDC0001152	RFP Title: Statewide Offender Commissary Services
Requesting State Entity: Georgia Department of Corrections (GDC)	
Issuing Officer: Barbara Burns	RFP Initially Posted to Internet: See GPR
eMail Address: Barbara.burns@doas.ga.gov	Telephone: 404-656-2291
Addendum Number: 3	Date: June 18, 2025

This addendum has been issued to add the following items to the event:

- **Attachment H – Supplier Q&A**
- **Attachment B - Scope of Services updated**
- **Site Visit and Offerors' conference sign-in sheets**
- **Offerors' conference presentation**

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

A signed acknowledgment of this addendum (this page) should be attached to your RFP response.

Georgia Commissary Suppliers
Supplier's Name

[Signature]
Signature

Bill Silva GCS/GDC Contract Coordinator
Printed Name and Title



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: **Georgia Commissary Suppliers**
- Physical Location Address: 400 Bonneyman Road, Blackshear, GA 31516
- Federal Identification Number (FEI): 20-4878051
- Have you ever been registered with Georgia Department of Revenue? Yes
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI): 20018766267
 - Sales and Use Tax Number: 303-845047
 - Withholding Tax Number: 2362480-SF
- What type of service will you perform? Commissary Products and Delivery
- Will you sell any tangible personal property or goods? Yes
- Supplier's Affiliate's Name: N/A
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name:
 - Telephone Number:
 - E-mail Address:

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

STATE ENTITY: Please submit this form via email to DOR at compliance-state-con@dor.ga.gov for processing in accordance with the *Georgia Procurement Manual*.

GEORGIA DEPARTMENT OF CORRECTIONS
SEXUAL ABUSE/SEXUAL HARASSMENT
PRISON RAPE ELIMINATION ACT (PREA) EDUCATION
ACKNOWLEDGEMENT STATEMENT

Employee Type (Check one):

- ☐ **Employee**
☒ **Contractor/Volunteer**

I have received the appropriate training for my employee status in accordance with SOP 208.06, *Sexually Abusive Behavior Prevention and Intervention Program*. I understand the Department's zero-tolerance for sexual abuse of offenders. I understand that I am not to engage in any behavior of a sexual nature with an offender and to report to a nearby supervisor if I witness such conduct or if someone reports such conduct to me. I further understand that my authorization to enter, visit, or work at a correctional institution where there are offenders is based on my agreement to comply with the Department's policy on sexual abuse, and sexual harassment. I also understand that any violation of the policy will result in disciplinary action, including termination, or that I will be banned from entering any correctional institution. Finally, I understand that that engaging in sexual contact with an offender is a felony offense punishable by imprisonment of not less than one, nor more than 25 years, and a fine of \$100,000, or both (O.C.G.A. §16-6-5.1.) I further understand that under O.C.G.A. §16-6-5.1, an offender cannot consent to sexual activity with staff, contractors, or volunteers.

This is to acknowledge I understand the Department's policy on Zero Tolerance of Sexual Abuse and Sexual Harassment of offenders. As a condition of employment I will abide by the terms and conditions of this policy.

GEORGIA COMMISSARY SUPPLIES

Agency/Company Name


Signature

BILL SILVA
Typed or printed name

6/30/25
Date

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

496814
Federal Work Authorization User Identification Number

4/30/2012
Date of Authorization

DBA/Georgia Commissary Suppliers
Name of Contractor

Statewide Commissary Services
/GDC0001152
Name of Project

Georgia Department of Corrections
Name of Public Employer

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

Executed on June, 30, 2025 in Waycross (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Amy Stewart Fletcher
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 30th DAY OF June

Melissa Wilson
NOTARY PUBLIC
My Commission Expires: 4/9/26

