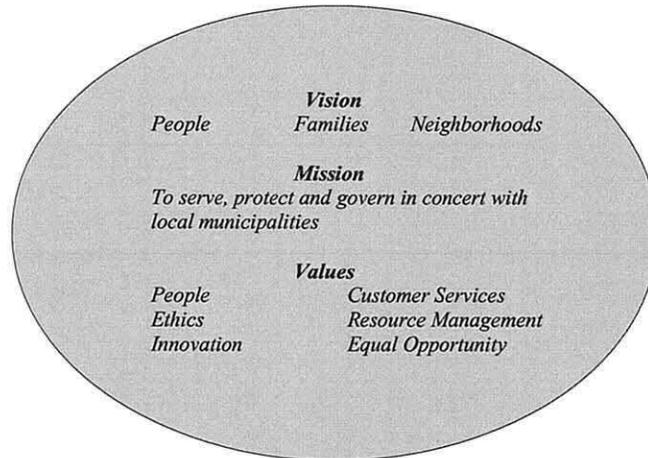




FULTON COUNTY



REQUEST FOR PROPOSAL No. 16RFP102444B-TR

INMATE FOOD SERVICES and RELATED OPERATIONS

For
SHERIFF'S DEPARTMENT

RFP DUE DATE AND TIME: *Tuesday, May 24, 2016 @ 11:00 A.M.*

RFP ISSUANCE DATE: *Monday, April 18, 2016*

PRE-PROPOSAL CONFERENCE DATE: *Tuesday, May 3, 2016 @ 10:00 A.M.*

Fulton County Jail, 901 Rice Street, Atlanta, Georgia 30318

PURCHASING CONTACT: *Terrence Reese at (404) 612-4215*

E-MAIL: *terrence.reese@fultoncountyga.gov*

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1 INTRODUCTION

1.1 PURPOSE

Fulton County, Georgia ("County") is soliciting proposals from qualified vendors to provide **Inmate Food Services and Related Food Service Operations** for the Fulton County jail and its satellite facilities. The food shall be heart healthy nutritionally complete meals that comply with the American Correctional Association ("ACA") guidelines. Food Services management includes, but is not limited to the furnishing of all food, food preparation equipment, production equipment, storage equipment, all operational staffing and labor, food service and transport equipment, beverages, procurement of all goods, paper supplies, and chemicals necessary to provide food service management for the inmates and staff at the Fulton County Sheriff's Office and Jail facilities.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the [insert project description here] to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the solicitation of proposals from qualified vendors to provide **Inmate Food Services and Related Food Service Operations** for the Fulton County Jail and its satellite facilities, which includes nutritionally complete heart healthy meals that meet the American Correctional Association (ACA) guidelines.

1.3 BACKGROUND

Inmate Food Services and Related Food Service Operations, outlined within the scope of this RFP shall be provided at the Fulton County Jail, which currently consists of the Jail, Marietta facility, and Alpharetta Jail all located in Fulton County, Georgia; and any future satellite facilities identified by the Sheriff' Office.

- A. The Fulton County Jail Facility Complex (FCJ) housed an average daily population of 2,475 inmates most of who are pretrial detainees and many of whom are maximum security inmates.
- B. Alpharetta Jail Facility which housed an average daily population of 45 inmates.
- C. Locations

-
1. Fulton County Jail-Main Building, 901 Rice Street, Atlanta, Georgia, 30318
 2. Alpharetta Jail, 2565 Old Milton Parkway, Alpharetta, GA 3004
 3. 2F Building, 781 Marietta Street, Atlanta, Georgia 30318.
 4. Other facilities as the Sheriff may deem proper and appropriate.

1.4 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- The food shall be heart healthy nutritionally complete meals that comply with the American Correctional Association (“ACA”) guidelines

1.5 OBTAINING THE RFP

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

1.6 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, <http://www.fultoncountyga.gov> under “Subcontracting Bid Opportunities”.

1.7 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on ***Tuesday, May 3, 2016 at the Fulton County Jail, 901 Rice Street, Atlanta, Georgia 30318 at 10:00 A.M., in a designated Conference Room at the Fulton County Jail, 901 Rice Street, Atlanta, Georgia 30318. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP however Proposers are encouraged to attend. Attendees must be at the Jail no later than 9:15 A.M. to gain entry to the jail.*** The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

1.8 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Tuesday, May 24, 2016 at 11:00 A.M.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County

Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and will be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.10 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Terrence Reese, Assistant Purchasing Agent, Department of Purchasing & Contract Compliance, Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303, FAX No.: (404) 893-1739, Email: terrence.reese@fultoncountyga.gov. Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, has a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Tuesday, May 10, 2016 @ 5:00 P.M.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

Fulton County Department of Purchasing & Contract Compliance
Attn: Terrence Reese, Assistant Purchasing Agent
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: terrence.reese@fultoncountyga.gov
F: (404) 893-1739

RE: Inmate Food Services and Related Food Service Operations

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an

executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year **2017**, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, **2017**. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, **2018** and shall end no later than the 31st day of December, **2018**. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, **2019** and shall end no later than the 31st day of December, **2019**. If the County chooses not

to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2.6 RFP SUBMITTALS

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by a Vendor Selection Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact during Procurement**" policy and shall only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.16 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

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- The County reserves the right to discontinue negotiations with any selected Proposer.
 - The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
 - All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
 - The County may add to or delete from the Project Scope of Work set forth in this RFP.
 - Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
 - Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
 - The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.19 WAGE CLAUSE

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the *[Insert name]*, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to

provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.24 RIGHT TO PROTEST

Any actual bidder or offeror who is aggrieved in connection with the solicitation or award of a contract shall protest in writing to the Director of Purchasing & Contract Compliance. An actual bidder or offeror is defined as a person or entity who has submitted a bid or proposal on the project for which they are filing a protest. A protest shall be submitted to and received by the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity known or should have known of the solicitation, the award of contract to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.25 FIRST SOURCE JOBS POLICY

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

2.26 NON-COLLUSION

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

2.27 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

2.28 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.

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3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
 4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
 5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
 6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
 7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
 8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
 9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
 10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, May 17, 2016 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 16RFP102444B-TR
INMATE FOOD SERVICE AND RELATED FOOD SERVICES
OPERATIONS
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit the following:

Technical Proposal, one (1) original and five (5) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and one (1) copy in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

A. Food Service Requirements

1. The vendor shall submit cost proposals for Three meals (3) per day, seven (7) days per week. The requirements include three (3) hot meals per day. Additionally the vendor will submit cost proposals for two (2) hot meals and one (1) cold lunch meal per day. Meals will be served (7) days per week for the staff, inmates, and visitors. Trustees shall receive a double portion of meat, and regular portion of drink, fruit and dessert. There is a maximum of two hundred and four trustees served per day.

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2. The vendor shall submit its fee proposal that is based upon four (4) menu cycles. No proposal will be considered which does not base its pricing upon a delivered menu. In the event that the menu does not meet nutritional requirements, **it is the vendors' responsibility to identify deficiencies.** Additions and/or substitutions to menu should be identified which will permit it to meet or exceed ACA standards and an alternative pricing schedule submitted which reflects changes. The vendor must specifically state how the menu meets ACA standards (i.e., portion size, method of preparation ingredients, etc.). General statements such as "heart healthy" menu, etc. are not acceptable. During the negotiation phase of this contract award, a vendor may suggest additional modifications to this menu, which are related to nutritional requirements. Such suggestions may be accepted or rejected at the sole discretion of the Sheriff or his designee.
 3. There shall be no more than twelve (12) hours between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and the Fulton County Sheriff's Office.
 4. The vendor will be required to make a hot meal available for night shift personnel. In addition, evening meals shall be made available for late arrivals from transport, work release, those returning from court and for others who cannot be or who are not present for the scheduled meals (average of twenty per day). The evening meal for staff will be put out hot at 9:00 PM in such a manner as to insure that the meal will remain hot for a minimum of three (3) hours. The evening meal prepared for the night shift staff will be prepared fresh rather than being warmed over. This requirement requires that a cook be present to prepare the staff's evening meal.
 5. Food service shall be required 365 days per year (366 in leap year) three (3) times per day during the hours specified by the Sheriff's Office.
 6. Food and food service shall meet all applicable guidelines as specified in this RFP. It shall be the responsibility of the vendor to receive and maintain required certifications in accordance with the previous sentence on an annual or as required basis.
 7. In compliance with the minimum standards for local jails established by the American Corrections Association (ACA), a Registered Dietician shall approve all meals. All meals served shall be in compliance with the minimum dietary guidelines set by the ACA. An annual review will be conducted by a registered dietician with respect to any changes in nutritional standards with suggestions made to the Sheriff's Office or

designated representative as to what meal items need to be changed. Meal changes should be submitted with cost impact to the Sheriff's Office and shall be addressed during the same time frame as to the **annual renewal**. It will be the option of the Sheriff or his designated representative to accept or reject any adjustment in either cost or menu. All meals/menus shall be changed and approved by a registered dietician every six (6) weeks and then forwarded to the Sheriff or designee for final approval. The vendor must provide a medical dietician on an as required basis. These services shall be provided to the Sheriff's Office at no additional cost to the County.

8. The vendor shall ensure that all meals will be served in a manner that makes them nutritious, wholesome, palatable and visibly pleasing. The meals will be served at the appropriate temperature. The Office of the Sheriff or designated representative shall, in his/her sole discretion, determine the vendor's compliance or non-compliance with this provision. If the Sheriff's Office or designated representative determines the meal does not meet the aforementioned requirements, then the meal shall be provided at no cost to the county. Such discretion shall not be unreasonably exercised. If exercised the decision shall be reduced to writing and include a detailed description as to why the meal was rejected.
9. The meals shall be served to the inmates on insulated trays. **Hot foods shall be served to arrive to the inmate at a minimum of 140 degrees and cold foods to arrive to the inmate at a maximum of 45 degrees.** The vendor's compliance or non-compliance with the provision shall be solely determined by the Sheriff of designee.
10. The vendor shall prepare all meals in compliance with a standard recipe mutually agreed upon by the vendor and the Sheriff's Office or designee. In the event that an agreement cannot be reached, the current Armed Forces Recipe Cards shall be used as the recipe for the items in question. In the event that these recipes do not cover the menu item, the vendor and the Sheriff or designee will mutually agree upon a recipe. Individual recipes may be substituted with the written consent of the Sheriff of designee only. No food item shall be prepared from scratch unless the Sheriff's Office or his designated representative has approved it. This requirement is not intended to discourage preparation of meals from scratch, but to ensure a standard method of preparation and consistency.

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11. The vendor shall provide, at no additional cost, meals conforming to medically prescribed diets, liquid nutritional supplements, including snacks when prescribed, and meals conforming to special religious requirements.
 12. Fulton County shall provide 2,500 insulated trays with covers such as the existing Tivoli III stock or equivalent; the vendor shall be responsible for purchasing replacements due to loss or damage resulting from vendor's employee negligence.
 13. The vendor shall provide all or any additional of the following necessary in the performance of the requirements contained within this document, at no cost to Fulton County Sheriff's Office:
 - a. Tray drying racks, model J70 or equivalent.
 - b. Meal delivery cart with 5.0 gallon beverage container, Tivoli III or equivalent.
 - c. Twelve (12 foot conveyor to accommodate Tivoli III hot trays).
 - d. Three (3) EZ bagger model 1400
 - e. Five (5) Dayton floor fans 3c674c
 - f. Two (2) Hobart slicers 1712e1612
 - g. Two (2) DBL stacked ovens 9601chO0582/85, Garland 960cjO086/87
 - h. Two (2) Grogen gas kettles AH 160
 - i. One (1) tilt gas skillet, Grogen hfp24
 - j. Three (3) steam tables with five (5) well EP305m
 - k. One (1) steam table four (4) well Seco Matic DME 4 van
 - l. Two (2) microwave ovens
 - m. Ten thousand (10,000) coffee mugs/Jones zylon
 - n. One thousand (1000) trays/Aladdin
 - o. One (1) Soup pot pc7
 - p. Two hundred eighty (280) wash racks Rayburn
 - q. Thirty (30) waste well dollies
 - r. One (1) WED -100
 - s. One (1) hot dog cook/warm American Permanent ware.
 14. The vendor shall provide, to those inmates at court and/or bind-over, a meal consisting of at minimum of two (2) each sandwiches, fruit, and drink per meal.
 15. All meals must be freshly prepared on-site. It is specifically understood that **No pre-cooked casseroles or other pre-cooked items shall be used for entrees and no outdated products, frozen fruit or frozen shipped products, egg substitutes, raw meat or fillers such as**

soybeans will be used by the vendor, with the exception of USDA commodity provisions.

16. The vendor shall be expected to use the following food products as required to maintain a high quality meal to the jail's inmates as follows:
 - a. Ground beef, cube steak, luncheon meats and some chicken and fish products.
 - b. Frozen concentrate juices, 100% juice content.
 - c. Fresh or frozen potato products.
 - d. Canned vegetables when fresh are not available.
 - e. Fresh or frozen scrambled eggs.
 - f. Frozen desserts such as ice cream, pies, cakes, etc.

17. Vendor **shall not** serve pork in the inmate meals. (There is a substantial Percentage of the inmate population with religious prohibitions regarding pork.) However, it can be used in meals served in the Staff Dining Room at infrequent intervals.

18. The vendor shall include, in the proposal, their policy for serving special "spirit lifters" menus. Proposed menus and holidays shall be identified. All such daily menu meals will be provided at the contract rates. A minimum of five (5) "spirit lifter" daily menus shall be provided annually, including Easter, Thanksgiving, Christmas, New Years, and (10) others scheduled for staff at the discretion of the Sheriff or designee. The vendor is **not permitted** to bill for the "Spirit Lifter" daily menu as an additional cost. The price for the "Spirit Lifter" menu days shall be incorporated into the cost per meal. An example of a "Spirit Lifter" daily menu may be a double breakfast served around 9:00 a.m. and a double portion holiday type of meal served mid-afternoon. A dessert may follow this and beverage served around 9:00 p.m. Meal service times shall be adhered to. The Sheriff's Office shall designate the portion of the meal and the items to be served in conjunction with the proposal submitted by the vendor in regard to the "spirit lifter" daily menu.

19. The staff meals are to include, in addition to the menu served to the inmates, the following:
 - a. One (1) additional hot meat and vegetable.
 - b. A self-service salad bar with a variety of condiments. This will include, but is not limited to, low-fat cottage cheese, tuna/chicken salad, fresh fruits puddings, pickles, bean sprouts, bean salad, etc.
 - c. A selection of desserts such as pies, layer cakes, and puddings.
 - d. An assortment of beverages, including soft drinks, whole and skim

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- milk, fruit punch, iced and hot tea and coffee.
- e. Miscellaneous items such as ketchup, mustard, mayonnaise, salt, pepper, sugar and cream.
20. Vendor shall be required to maintain a minimum food inventory level of five (5) days. On site storage will be provided; off-site storage, required, will be provided at the vendor's expense.
21. Inmates **will not** be allowed to work in the food preparation area, except as a participant in the Jail Inmate Jobs/Culinary Arts Program, and supervised by food service supervisor. **Otherwise inmates will only be allowed to work washing pots and pans, performing general cleaning duties, warehousing and in storage areas.** There will be approximately eleven (11) Trustees provided per shift, if available. Vendor must provide its own civilian staff to operate and maintain the kitchen facility dishwasher and the staff dining room.
22. The vendor shall provide industry standard food service uniforms for all employees. Staff uniforms must be approved by the Sheriff or designee prior to their being used and/or issued. The vendor must obtain the Sheriff's or designee's approval before any change of uniform design, colors, issued items, etc.
23. The vendor must provide coats or sweaters available for all food service staff workers as none will be permitted to be brought from outside of the facility by food service workers.
24. Food service staff will not be allowed to bring personal items (handbags, storage bags, boxes, packages, etc.) into the facility as they enter the building. Public lockers are available for such items to be stored during the workday.
25. The vendor shall purchase and provide a **separate invoice at cost** for coffee and supplies used by the Sheriff's Office's administration staff, and the Sheriff's Office staff.
26. The vendor agrees to provide catered special event meals, designated by the Sheriff or designee with a minimum forty-eight (48) hour notice. Special event meals will be added to the weekly meal count and billed as additional meals **at the contract rate.**
27. The vendor is to provide and maintain a meal ticket system for guests. This system must be mutually agreed upon by the Sheriff or designee and the vendor.

28. Vendor shall make allowances for those inmates involved in trials and/or bond hearings and the additional inmates processed after the evening meal. All inmates booked-in after the evening meal has been served must be provided meals, including during the time period from the evening meal until breakfast the following morning.

B. Other Requirements

1. Vendor shall provide at no additional cost to the Sheriff's Office all consumable supplies, including but not limited to, paper products, gloves, staff uniforms, Styrofoam products, and cleaning supplies, which are required for service operation.
2. Vendor shall be responsible for complete cleaning, housekeeping and vector control of the food service preparation areas, including staff dining room and storage areas. The vendor will on a continuing basis, maintain standards of sanitation required by state and local regulations. The vendor will place all trash and garbage in trash bins located in the designated area. Vector control shall meet standards found in the U.S. Department of Health and Human Services (DHHS) Food Service Sanitation Manual.
3. Employees assigned to duty at the Fulton County Jail shall submit to Periodic health examinations at least as frequently and as stringently as required by law. Vendor also agrees to submit, upon request to the County satisfactory evidence of compliance with all health regulations. It is mandatory that all vendor employees have valid health certificates and be approved by the Sheriff's Office, prior to being allowed to work within the facility.
4. Vendor shall secure and pay all federal/state and local licenses, permits and fees required for the operation of the food service provided hereunder. The vendor shall also be responsible for paying any sales, use and/or personal property taxes on the vendor' equipment which are imposed upon the operation.
5. The vendor shall return to the County at the expiration of this contact the food service premises and equipment, in good condition, except for that which may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County upon discovery. A quarterly inventory shall be submitted to the County for all items covered by this paragraph.

The vendor shall pay for all needed repairs and/or replacement at the sole discretion of the Sheriff. The County at no charge to the vendor will replace equipment, which in the opinion of the county has exceeded its useful life. The decision as the suitability of the replacement shall be as determined by the county after consultation with the vendor. If vendor abuses the equipment, said equipment will have to be repaired and/or replaced by the vendor at no cost to the County.

6. The vendor agrees to make the fullest use of the U.S.D.A donated commodities when they are made available, and are wholesome and appropriate for menu purposes. The vendor shall not accept any such commodities which are contaminated or in excessive amounts. The utilization and/or control of USDA donated commodities are subject to the following requirements.
 - a. The vendor will properly handle, store and prepare all commodities in accordance with U.S.D.A regulations.
 - b. A weekly inventory shall be taken of all commodities. The report shall include for each U.S.D.A. donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week. **The inventory reports will be maintained and stored by the vendor for the duration of the contract, after which time all records and reports will be turned over to the County.** All such records shall be available for auditing by the County at any time during regular working hours.
 - c. All donated commodities used will be credited, at fair market value, to the County. The vendor will be credited, at fair market value, to the County. The vendor will not add charges of any kind for the handling, storage and use of commodities.
7. The vendor shall provide the Sheriff's Office a monthly list of all vacant positions for the kitchen, to be comparable to the staffing level indicated in the RFP. For all positions vacant for more than 15 days, the vendor will credit the County for these vacant positions at each position's rate of pay including benefits.
8. The vendor shall keep full and accurate records of sales and meal count records in connection with the food service. A copy of said record shall be to the Sheriff or designee on a weekly basis on the first working day of the subsequent week. In addition, all such records shall be available for auditing by the County at any time during regular hours.
 - a. Facility inspections shall be made by the contract administrator

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- appointed by the County, or by the Sheriff or designee, when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Sheriff or his designee.
- b. Inspections of kitchen facilities by county and state health agencies must achieve satisfactory ratings.
9. The food service and principal company shall have a minimum of three (3) years in jail/correctional food service a minimum of 2,800 inmates. (Note: jail food service in this context means the food service staff prepared and delivered food to the inmates.) **Vendors must provide a minimum of three (3) references for which like services were provided, and where the same program of preparing and delivering food to a minimum of 2,800 inmates has been followed.**
10. Vendor shall be responsible for equipment repair and maintenance of County's kitchen equipment, by qualified personnel and in accordance with manufacturer's guidelines, as well as the vendor's own equipment, at the vendor's expense. Vendor shall bear all costs of goods and supplies necessary to provide complete food services; during the period repairs are being made to the kitchen equipment. These cost specifically include, but are not limited to, foam trays and ice, in the event of dishwasher or ice machine repairs.
11. The vendor shall be responsible for providing a van or truck for the vendor's use. This vehicle must be provided exclusively for use at the Fulton County Jail and all of its satellite office.
12. The vendor shall have the ability to carry an accounts receivable balance for a minimum of 60 days.
13. Vendor shall be responsible for removal, at their own expense, all waste products, deep fryer grease, etc. All short time storage must be within containers that meet health codes.
14. Vendor shall be responsible for emptying, at their own expense, the grease Trap bi-monthly and/or as needed if sooner. Any and all routine cleaning and maintenance will also be the vendor's responsibility.
15. Vendor shall be responsible for vector (pest) control, at no cost to the Sheriff's Office.

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16. All bill, invoices and general business matters will be mailed to the vendor's corporate address and not to the County Jail or any other County addresses.
 17. The Fulton County Sheriff's Office has an existing Culinary Arts Program for inmate training. The vendor should be prepared to continue the program, using an American Culinary Institute approved training curriculum. Approximately fifty (50) inmates' students will be assigned to the program annually. The successful vendor should be prepared to assign staff for instruction.

C. Staff requirements

1. All employees of the vendor who will work in the Jail facility must have a Background clearance by the Sheriff's Office prior to beginning work in the facility. All employees must comply with the Sheriff's policies and procedure relating to facility operations and security.
2. The on-site Food Service Director shall have a minimum of five (5) years experience in jail food service operations of similar size and nature as the Fulton County Jail. The Food Service Director will work on-site a minimum of forty (40) hours per week. The Food Service Director will not function as a relief shift supervisor or as a cook in this facility. The Food Service Director will have experience in a facility with a minimum of twenty (20) full time staff, and housing a minimum of two thousand, three hundred (2300) inmates. The vendor shall submit a resume of the proposed Food Service Director in accordance with Section 3.4 (3) of this RFP. The Food Service Director proposed by the vendor shall, if the vendor is awarded a contract, be assigned to the Fulton County Jail for at least one (1) year from the contract date, unless an alternate experience manager acceptable to the Sheriff or designee is approved. A resume of the Food Service Director and one (1) assistant shall be provided in accordance with Section 3.4 (3) of this RFP. **Fulton considers the position of the Food Service Director and Assistant Food Service Director to be key the successful performance of this contract by the successful vendor. Accordingly, the County must review and evaluate the background, skills and experience of the persons proposed for these positions. Therefore, each resume requested and supplied must be clearly identified with the position for which it is submitted. Failure to provide the information requested in the manner prescribed will result in rejection of the proposal.**

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3. The vendor shall assign a minimum of five (5) Food Service Managers and one (1) Assistant Food Service Director to over-see and supervise aspects of the food service operation. Each shift shall have a minimum of one (1) Food Service Manager on-site (the Assistant Food Service Director may serve as a relief for Food Service Managers). Supervision shall be by a Food Service Manager from the opening to the closing of service. The Food Service Managers will work on-site for a minimum of forty (40) hours per week. The Food Service Managers will have experience in food production and human resources issues in a jail facility housing a **minimum 2000 inmates**. The Food Service Managers will oversee compliance with special diets and handling the responses to inmate grievances. The vendor will submit resumes for the proposed Food Service Managers in accordance with Section 3.4 (3) of this RFP. The Food Service Managers proposed by the vendor shall, if the vendor is awarded a contract, be assigned to the Fulton County Jail for at least one (1) from the contract date, unless an alternate experienced manager acceptable to the Sheriff or designee is approved. Actual staffing shall be in compliance with the staffing level proposed by the successful vendor.
 4. The vendor shall provide, as a normal staff requirement, one (1) full time registered dietician for consultation on an as required basis. The registered dietician shall have a minimum of five (5) years' experience in jail food service operations of similar size and nature as the Fulton County jail. The dietician will be responsible for ensuring that menus meet all necessary recommended allowances and are in compliance with the standards established by the American Correctional Association ("ACA"). The dietician will also work closely with the medical department to ensure the proper diets for those inmates on medical diets. The vendor will submit a resume of the proposed registered dietician in accordance with Section 3.4 (3) of this RFP. Each resume must be clearly identified with the position for which it is submitted. The dietician proposed by the vendor shall if the vendor is awarded a contract be assigned. To the Fulton County Jail for at least one (1) year from contract date, unless an alternate experienced dietician acceptable to the Sheriff or designee is approved.
 5. The vendor shall supply, with the proposal, a staffing chart with the positions clearly labeled and the corresponding salaries, labor rates and the hours/shift assigned including a brief rationale. This plan will specially identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. The staffing proposal will become part of the final contract and the vendor will be required to maintain that level of staffing. For any position that remains vacant for longer than fifteen (15) days, the vendor will provide on the monthly invoice credit to the County for that position on a daily basis.

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6. The vendor shall supply with the proposal proof that the management who will be assigned to work on this contract have been trained in working with inmate labor.
 7. The vendor shall supply with the proposal documentation of the benefits program for management and hourly employees paid for by the vendor.

D. Operational Requirements

1. A copy of the American Correctional Association ACA standards, the American Public Health Association (APHA) standards and the U.S. Department of Health and Human Services (DHHS) Food Service Sanitation Manual will be kept onsite and the vendor shall have all staff familiarized with the requirements and implementation. All proposals must address the following in as much detail as possible.
 - a. Procedures for interaction with the meal delivery staff.
 - b. Procedures for receiving and reporting accurate meal counts that are consistent with jail Staff accounting and meal count verification procedures.
 - c. Quality and inventory control methods and standards.
 - d. Procedures for providing safe, sanitary and secure food service management.
 - e. Specifications that will be adhered to for all food products.
 - f. The grade and quality of food products, which will be used in the food service operation.
 - g. Operational procedures (emergency alternatives) for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
 - h. Vendor is to maintain control and log-in system of all utensils i.e. (knives, forks, spoons, etc.). This system must comply with American Correctional Association (ACA) guidelines recommendations and jail standards.
 - i. Procedures for the interface with maintenance staff and the repair of kitchen appliances and equipment.
2. Vendor will provide on-going, in service training for its food service employees and inmates workers assigned to the kitchen. Training Reports, and related documentation, will be forwarded to the Sheriff at the end of each quarter. The vendor will also be required to maintain these records according to ACA requirements and they must be available for inspection upon request.

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3. The Staff Dining Room shall be open during the following hours:
 - a. 1:00 A.M.- 3:00 A.M., Breakfast
 - b. 11:30 A.M. – 2:00 P.M., Lunch
 - c. 6:00 P.M. – 8:30 P.M. DinnerTimes may vary slightly during contract period in accordance with requirements. The vendor will furnish staff to clean, maintain and operate the dining room.
 4. Procedures for dealing with inmate request, grievances, and complaints, as well as staff complaints.
 5. Any additional equipment necessary for efficient food service operation.
 6. Vendors shall submit an invoice to the County each Monday. Invoices shall be mailed/delivered to:

Flora Eatman, Finance Division Manager
Fulton County Sheriff's Office
Purchasing
185 Central Avenue S.W
Atlanta, Georgia 30303

The invoice must provide the number of meals served, broken out for each meal, by each day of the invoice week, in the following:

- a. The accurate and timely count of the number of meals to be served to the inmates. This information shall be provided within two (2) hours of the meal to be served.
- b. Adequate ingress and egress to all production areas.
- c. Adequate heat, lights, ventilation and all other utilities. The County shall provide local business telephone service to the vendor at on charge. Other requirements must be provided by the vendor, at the cost and location designated by the County.
- d. The removal of trash and garbage from the trash bins located in the designated area.
- e. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting air condition, refrigeration, duct work, floor coverings, wall, and ceiling surfaces. Vendor will, at their own expense, pay for repairs or replacement costs of items, if it is determined by the County that damages were due to abuse and/or negligence on the vendor's part.
- f. Adequate preparation, storage and holding equipment including maintenance for same, however, some storage may be off-site, at the vendor's expense.
- g. Security, control and limitation of inmate movement from, to and in

the food service area, including physical security of employees, suppliers and authorized visitors.

F. Additional Menu Requirements

1. In addition to the standards cited, the following requirements should be met.
 - a. All beef products will be equivalent in quality to USDA Institutional Meat Purchase
 - b. All chicken and turkey products will be USDA Grade A quality
 - c. Ground beef must meet U.S.D.A. standards.
 - d. Bacon shall be made from a meat source other than pork.
 - e. All meat portion sizes are cooked weight, volume or count.
 - f. All fruit and vegetable portion sizes will be drained weight.
 - g. Vegetable or peanut oil only is to be used as cooking oil.
 - h. All milk served will be a minimum of 2% and packaged in ½-pint cartons. Expired dated milk **WILL NOT be served**.
 - i. Sandwiches, served other than in a hot dog or hamburger bun, will be prepared with tow (2) slices of white and/or wheat sandwich bread.
 - j. All condiments must be in pre-packaged individual serving packets.
 - k. All ice cream served must be in individual serving packages.
 - l. All menus should have a minimum serving of fresh fruits and 100% juice (3) times per week. All fresh fruits will be served sliced in thirds or quarters so as to discourage inmate hoarding.
 - m. All menu items will be prepared according to the specifications of the Armed Forces Recipes.
 - n. Menus must provide a minimum of two thousand seven hundred (2700) calories daily per inmate. Meals must meet heart healthy low fat guidelines of 30% fat and 20 grams fiber.
 - o. Any substitutions to the monthly menus (see section 3.4) shall be submitted to the Sheriff or designee for prior approval before serving. Vendor should list the substitute items that would be provided in the event the stated menu item cannot be provided.
 - p. Portion abbreviations/designations used in the menu are as follows:
 1. Ounce = oz
 2. Each = ea
 3. Slice = SL
 4. Cup = c
 5. Teaspoon = tsp

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

The Technical Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include a brief statement of the approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problem and concerns. At minimum the Executive Summary should also include the following information: (Not to exceed 3 pages).

- Name and location of prime Proposal's firm
- Description of legal structure of Team (corporation, LLC, joint venture, sub-consultant/subcontractor supplier, etc.)
- The Vendor's team ability and commitment to provide all the necessary resources to successfully complete the project.

Section 2 – Project Plan (Maximum 25 Points)

The vendor must provide a clear and detailed description of the proposed approach to accomplish the County's objectives. The County will consider the comprehensiveness of approach, understanding of the project, strategy and methodology to be used.

The vendor shall also prepare detailed plans that outlines the methods and means to be used to implement the scope of services as outlined in section 3.3. The plan must define the necessary process and procedures, which if fully implemented would accomplish the County's objectives. The plans provided shall include the following:

- Contingency Plans
- Sanitation Plans
- Quality Control Plan
- Food Service Operation Plan
- Transition Plan
- Proposed Staffing Plan and Schedule

Section 3 –Qualifications of Key Personnel (Maximum 10 Points)

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the (1) Food Service Director (1) Food Service Managers (5) and (1) Full-Time Dietician.
2. All proposed key personnel must have at least a minimum of three (3) years' work experience in a correctional food service environment serving a minimum of two thousand (2,000) inmates. (Note: Jail food service in this context means the food service staff delivered food to the inmates.)
3. The Food Service Director (on-site) and Full-Time Dietician (on-site) must have a minimum of five (5) years' experience in correctional food service serving a minimum of 2,300 inmates. (Note: Jail food service in this context means the food service staff delivered food to the inmates.)
4. All resumes required must be submitted with the technical proposal.
5. Each resume should clearly identify the proposed key personnel name and Position and should be limited to no more than three (3) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Experience
 - Relevant Training
 - Courses completed during the past five years
 - Copies of accreditation (ACA, APHA, and DHHS)
 - Previous work experience related to correctional food service in the State of Georgia.
 - Include two (2) references for each key personnel member on similar projects.
 - Include the role and responsibilities that each key personnel member will perform on this project.

Section 4 – Relevant Project Experience and Past Performance (Maximum 15 Points)

In accordance with the minimum qualification in section 3.3 (B) 9 of this RFP, identify three (3) projects where the vendor has provide food services in a correctional settings with entities comparable to the Fulton County Jail within the past three (3) years. Provide relevant project experience and past performance information. Such entities which have jail/prison facilities with 2300 inmates or

more. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the facility, the years performed and the project location.
- A description of the project services provided and fees paid to vendor.
- Past Performance Information
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.
- For each reference provided, identify your firm's role (i.e. prime subcontractor/sub consultant, joint venture partner, supplier, etc.,)
- If your firm was not the prime contractor provide a detailed description of your firm's roles and responsibilities.

Section 5 – Proposer Financial Information (Maximum 5 Points)

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- (1) Provide audited financial statements for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
- (2) The latest quarterly financial report and a description of any material changes in financial position since the last audited financial statement.
- (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel (Maximum 10 Points)

- (1) Current assignment of key personnel as identified in response to section 3.4.
- (2) Percentage of time key personnel will spend on this project.
- (3) Current workload of key personnel

Section 7- Local Preference (Maximum 10 Points)

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of ten (10) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

-
- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

Section 8 – Service Disabled Veterans Preference (Maximum 5 Points)

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which are owned and controlled by one or more individuals who are a least thirty percent (30%) disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs, and is located within the geographic boundaries of Fulton County. The Service Disabled Veteran Business Enterprise ("SDVBE") must be certified as such by the County's Office of Contract Compliance.

In order to receive the SDVBE Preference points of five (5) points the Proposer must submit a copy of their certification letter from the Office of Contract Compliance and certify under oath that it is eligible to receive the SDVBE preference points by signing and submitting Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP.

Section 9 – Disclosure Form and Questionnaire (Maximum 5 Points)

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

Section 10 – Cost (Maximum 15 Points)

The respondent with the lowest total cost will receive the full 15 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 15, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for

Request for Proposals (RFP):

Lowest cost submitted

Each successive cost X Points allocated for cost in RFP = Cost proposal score

3.5 COST PROPOSAL FORMAT AND CONTENT

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

Historical data and projections of estimated requirements:

| | |
|---|--------------|
| Breakfast meals | 2,300 |
| Lunch meals | |
| a. On site | 2,200 |
| b. (transit & court appearance "box lunches) | 200 |
| Dinner Meals | <u>2,300</u> |
| Approximate Total Inmate Meals/Day | 7,000 |
| Trustee Additional Meals/Day | 200 |
| Approximate Total Staff and Visitor Meals/Day | <u>450</u> |
| Approximate Total Meals per day | 7,650 |

Special Considerations:

Inmate medical meals, Liquid supplements (e.g., ensure, resource) and required snacks as prescribed, (approximately 350 inmates per day)
Religious Special meals (rarely required)
Holiday meals
Staff meals
Coffee
Special Event Meals

Vendor should factor into their Cost Proposals general and administrative (G&A) costs, and all other costs associated with the execution of this contract. No other separately billed costs, expenses and/or charges will be permitted.

Cost Proposal Form

Section 3.5.1

Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

The Vendor is required to complete the Cost Proposal Form attached as Exhibit 3.

Cost Proposal A – will determine the meal per day cost and will be the methodology by which the vendor will invoice the County and how the County will pay the vendor.

Cost Proposal B – The annual rate computed in the manner specified in Exhibit 3, will be the basis for evaluation of the cost proposal by the Vendor Selection Committee.

Exhibit 3
Cost Proposal A

DO NOT MODIFY THIS FORM

The Proposer is required to complete **all** of the Cost Proposal Forms provided

| Item Number | Number (Range) | Price Per Meal Per Day |
|--------------------|-----------------------|-------------------------------|
| 1. | <7,000 | |
| 2. | 7,001-8,000 | |
| 3. | 8,001-9,000 | |
| 4. | 9,001-10,000 | |
| 5. | 10,001> | |

Cost Proposal B

Award will be based on the dollar figure provided in the cost space below

| | |
|---|----------|
| Annual Cost Based on 7,650 meals per day x 365 days = 2,792,250 estimated meals per calendar year | \$ _____ |
|---|----------|

**SECTION 4
EVALUATION CRITERIA**

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

A. TECHNICAL

| | Evaluation Criteria | Weight |
|------------------|--|---------------|
| Section 2 | Project Plan/Approach to Work | 25% |
| Section 3 | Qualifications of Key Personnel | 10% |
| Section 4 | Relevant Project Experience/ performance Past | 15% |
| Section 5 | Financial Responsibility | 5% |
| Section 6 | Availability of Key Personnel | 10% |
| Section 7 | Local Preference | 10% |
| Section 8 | Service Disabled Veterans Preference | 5% |
| Section 9 | Disclosure Form and Questionnaire | 5% |
| | TOTAL TECHNICAL POINTS AVAILABLE | 85% |

B. COST

| | Consideration | Weight |
|-------------------|------------------------------------|---------------|
| Section 10 | Fee Proposal | 15% |
| | TOTAL COST POINTS AVAILABLE | 15% |

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Georgia Security and Immigration Contractor Affidavit/Agreement

Form B: Georgia Security and Immigration Subcontractor Affidavit

Form C: Disclosure Form and Questionnaire

Form D: Professional License

Form E: Local Preference Affidavit of Bidder/Offeror

Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit **Form A**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit **Form B**, Subcontractor Affidavit.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form C**, which requests disclosure of business and litigation.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form D** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form E**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form F**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

-
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report ("EEOR"), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

6.5 REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with the Technical Proposal.

-
- Exhibit A – Promise of Non-Discrimination
 - Exhibit C – Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services **(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)**
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report **(To be submitted monthly with pay applications)**

All Contract Compliance documents (Exhibits A, C and the EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “**CONTRACT COMPLIANCE**”. These documents are considered part of and must be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ **EMAIL:** _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

| JOB CATEGORIES | TOTAL EMPLOYED | | TOTAL MINORITIES | | WHITE (Not Hispanic Origin) | | BLACK or AFRICAN AMERICAN (Not of Hispanic Origin) | | HISPANIC or LATINO | | AMERICAN INDIAN or ALASKAN NATIVE (AIAN) | | ASIAN | | NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP) | | TWO or MORE RACES | | |
|---|----------------|---|------------------|---|-----------------------------|---|--|---|--------------------|---|--|---|-------|---|--|---|-------------------|---|--|
| | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | |
| EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS | | | | | | | | | | | | | | | | | | | |
| FIRST/MID LEVEL OFFICIALS and MANAGERS | | | | | | | | | | | | | | | | | | | |
| PROFESSIONALS | | | | | | | | | | | | | | | | | | | |
| TECHNICIANS | | | | | | | | | | | | | | | | | | | |
| SALES WORKERS | | | | | | | | | | | | | | | | | | | |
| ADMINISTRATIVE SUPPORT WORKERS | | | | | | | | | | | | | | | | | | | |
| CRAFT WORKERS | | | | | | | | | | | | | | | | | | | |
| OPERATIVES | | | | | | | | | | | | | | | | | | | |
| LABORERS & HELPERS | | | | | | | | | | | | | | | | | | | |
| SERVICE WORKERS | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | |

FIRM'S NAME: _____

ADDRESS: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is , is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):
 \$ _____ or _____ %

2. This highlighted information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

| Business Name | Business Name | Business Name |
|-----------------|-----------------|-----------------|
| % of JV _____ | % of JV _____ | % of JV _____ |
| Ethnicity _____ | Ethnicity _____ | Ethnicity _____ |
| Gender _____ | Gender _____ | Gender _____ |
| Phone# _____ | Phone# _____ | Phone# _____ |

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

| Description of Work | Project Commence Date | Project Completion Date | Estimated Dollar Amount |
|---------------------|-----------------------|-------------------------|-------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report must be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

| | |
|-------------------------|--------------------------|
| REPORTING PERIOD | PROJECT NAME: |
| FROM: | PROJECT NUMBER: |
| TO: | PROJECT LOCATION: |

| PRIME CONTRACTOR | Contract Award Date | Contract Award Amount | Change Order Amount | Contract Period | % Complete to Date |
|------------------|---------------------|-----------------------|---------------------|-----------------|--------------------|
| Name: | | | | | |
| Address: | | | | | |
| Phone #: | | | | | |
| Email: | | | | | |

AMOUNT OF PAY APPLICATION THIS PERIOD: \$
 TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD: \$
 TOTAL AMOUNT PAID YEAR TO DATE: \$

| SUBCONTRACTOR UTILIZATION (add additional rows as necessary) | | | | | | |
|--|---------------------|-----------------|---------------------|---------------------------------------|---------------|-----------------------------|
| Name of Sub-Contractor | Description of Work | Contract Amount | Amount Paid To Date | Amount of Pay Application This Period | Starting Date | Contract Period Ending Date |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTALS | | | | | | |

Executed By: _____ (Signature) _____ (Printed Name)

Notary: _____ Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

SECTION 7

INSURANCE AND RISK MANAGEMENT PROVISIONS

**Insurance and Risk Management Provisions
Food Services**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Contractors/Vendors shall submit evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services at any County facility.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY** (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

| | | |
|--------------------------------|-----------------------------|-----------|
| Employer's Liability Insurance | BY ACCIDENT - EACH ACCIDENT | \$100,000 |
| Employer's Liability Insurance | BY DISEASE - POLICY LIMIT | \$500,000 |
| Employer's Liability Insurance | BY DISEASE - EACH EMPLOYEE | \$100,000 |

2. **COMMERCIAL GENERAL LIABILITY INSURANCE** (Including contractual Liability Insurance)

| | | |
|---|-------------------|---------------|
| Bodily Injury and Property Damage Liability | Each Occurrence | - \$1,000,000 |
| (Other than Products/Completed Operations) | General Aggregate | - \$2,000,000 |
| Products/Completed Operation | Aggregate Limit | - \$1,000,000 |
| Personal and Advertising Injury | Limits | - \$1,000,000 |
| Fire Damage | Limits | - \$100,000 |

****CGL - No Exclusion for Sexual Abuse Allegations****

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles)

4. UMBRELLA LIABILITY

(In excess of above noted coverage's) Each Occurrence - \$1,000,000

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor agrees to name Fulton County as an additional insured on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus; the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____
NAME: _____ TITLE: _____
DATE: _____

**SECTION 8
SAMPLE CONTRACT**



FULTON COUNTY

Vision
People Families Neighborhoods

Mission
To serve, protect and govern in concert with local municipalities

Values
People Customer Services
Ethics Resource Management
Innovation Equal Opportunity

CONTRACT DOCUMENTS FOR

16RFP102444B-TR

INMATE FOOD SERVICE and RELATED FOOD SERVICE OPERATIONS

For

FULTON COUNTY SHERIFF

Index of Articles

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
- ARTICLE 12. SUSPENSION OF WORK
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONSULTANT
- ARTICLE 18. PROFESSIONAL RESPONSIBILITY
- ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

Exhibits

| | |
|------------|--|
| EXHIBIT A: | <u>GENERAL CONDITIONS</u> |
| EXHIBIT B: | <u>SPECIAL CONDITIONS</u> |
| EXHIBIT C: | <u>SCOPE OF WORK</u> |
| EXHIBIT D: | <u>PROJECT DELIVERABLES</u> |
| EXHIBIT E: | <u>COMPENSATION</u> |
| EXHIBIT F: | <u>PURCHASING FORMS</u> |
| EXHIBIT G: | <u>CONTRACT COMPLIANCE FORMS</u> |
| EXHIBIT H: | <u>INSURANCE AND RISK MANAGEMENT FORMS</u> |

SAMPLE CONTRACT

CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**

Contract No.: **16RFP102444B-TR, INMATE FOOD SERVICE and RELATED FOOD SERVICE OPERATIONS**

Address: **[Insert Consultant Address]**
City, State

Telephone: **[Insert Consultant telephone #]**

Email: **[Insert Consultant Email]**

Contact: **[Insert Consultant Contact Name]**
[Insert Consultant Contact Title]

This Agreement made and entered into effective the _____ day of _____, 20____ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Fulton County Sheriff's Department** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **Inmate Food Service and Related Food Service Operations**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code, Division 6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform **Inmate Food Service and Related Food Service Operations**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code, Division 6, which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on [Insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2017. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***Four Hundred and thirty eight thousand two hundred dollars and no cents (\$438,200.00)***, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant

as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities.

Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1.1 Professional Services Indemnification. Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents, from and against all liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability arises or results from the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities arising from a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

22.1.2 Non-Professional Services Indemnification. Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents

(each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential

conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 6.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article 6 will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and

studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **Fulton County Sheriff's Department**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding

for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors,

assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Financial Division Manager
185 Central Street
Atlanta, Georgia 30303
Telephone: 404.612.9241
Email: flora.eatman@fultoncountyga.gov
Attention: Flora Eatman

With a copy to:

Department of Purchasing & Contract Compliance
Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: cecil.moore@fultoncountyga.gov
Attention: Cecil S. Moore

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]

[Insert Consultant Address]

Telephone:

Email:

Attention: **[Insert Consultant Representative for project]**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the

Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods,

and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and

paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of

the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

SAMPLE COPY

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONSULTANT:

[Insert Consultant COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Theodore Jackson
Fulton County Sheriff

ADDENDA

Instructions for Users: Acknowledgement(s) of any addenda should be inserted behind this cover sheet.

SAMPLE CONTRACT

EXHIBIT A
GENERAL CONDITIONS

SAMPLE CONTRACT

GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

SAMPLE CONTRACT

EXHIBIT B
SPECIAL CONDITIONS

No Special Conditions were required for this Project

SAMPLE CONTRACT

EXHIBIT C
SCOPE OF WORK

SAMPLE CONTRACT

SCOPE OF WORK

The Contractor shall provide the following:

A. Food Service Requirements

1. The vendor shall submit cost proposals for Three meals (3) per day, seven (7) days per week. The requirements include three (3) hot meals per day. Additionally the vendor will submit cost proposals for two (2) hot meals and one (1) cold lunch meal per day. Meals will be served (7) days per week for the staff, inmates, and visitors. Trustees shall receive a double portion of meat, and regular portion of drink, fruit and dessert. There is a maximum of two hundred and four trustees served per day.
2. The vendor shall submit its fee proposal that is based upon four (4) menu cycles. No proposal will be considered which does not base its pricing upon a delivered menu. In the event that the menu does not meet nutritional requirements, **it is the vendors' responsibility to identify deficiencies.** Additions and/or substitutions to menu should be identified which will permit it to meet or exceed ACA standards and an alternative pricing schedule submitted which reflects changes. The vendor shall specifically state how the menu meets ACA standards (i.e., portion size, method of preparation ingredients, etc.). General statements such as "heart healthy" menu, etc are not acceptable. During the negotiation phase of this contract award, a vendor may suggest additional modifications to this menu, which are related to nutritional requirements. Such suggestions may be accepted or rejected at the sole discretion of the Sheriff or his designee.
3. There shall be no more than twelve (12) hours between the dinner and breakfast meals. A meal schedule shall be mutually agreed upon between the vendor and the Fulton County Sheriff's Office.
4. The vendor will be required to make a hot meal available for night shift personnel. In addition, evening meals shall be made available for late arrivals from transport, work release, those returning from court and for others who cannot be or who are not present for the scheduled meals (average of twenty per day). The evening meal for staff will be put out hot at 9:00 PM in such a manner as to insure that the meal will remain hot for a minimum of three (3) hours. The evening meal prepared for the night shift staff will be prepared fresh rather than being warmed over. **This requirement requires that a cook be present to prepare the staff's evening meal.**
5. Food service shall be required 365 days per year (366 in leap year) three (3) times per day during the hours specified by the Sheriff's Office.

6. Food and food service shall meet all applicable guidelines as specified in this RFP. It shall be the responsibility of the vendor to receive and maintain required certifications in accordance with the previous sentence on an annual or as required basis.
7. In compliance with the minimum standards for local jails established by the American Corrections Association (ACA), a Registered Dietician shall approve all meals. All meals served shall be in compliance with the minimum dietary guidelines set by the ACA. An annual review will be conducted by a registered dietician with respect to any changes in nutritional standards with suggestions made to the Sheriff's Office or designated representative as to what meal items need to be changed. Meal changes should be submitted with cost impact to the Sheriff's Office and shall be addressed during the same time frame as to the **annual renewal**. It will be the option of the Sheriff or his designated representative to accept or reject any adjustment in either cost or menu. All meals/menus shall be changed and approved by a registered dietician every six (6) weeks and then forwarded to the Sheriff or designee for final approval. The vendor shall provide a medical dietician on an as required basis. These services shall be provided to the Sheriff's Office at no additional cost to the County.
8. The vendor shall ensure that all meals will be served in a manner that makes them nutritious, wholesome, palatable and visibly pleasing. The meals will be served at the appropriate temperature. The Office of the Sheriff or designated representative shall, in his/her sole discretion, determine the vendor's compliance or non-compliance with this provision. If the Sheriff's Office or designated representative determines the meal does not meet the aforementioned requirements, then the meal shall be provided at no cost to the county. Such discretion shall not be unreasonably exercised. If exercised the decision shall be reduced to writing and include a detailed description as to why the meal was rejected.
9. The meals shall be served to the inmates on insulated trays. Hot foods shall be served to arrive to the inmate at a minimum of 140 degrees and cold foods to arrive to the inmate at a maximum of 45 degrees. The vendor's compliance or non-compliance with the provision shall be solely determined by the Sheriff or designee.
10. The vendor shall prepare all meals in compliance with a standard recipe mutually agreed upon by the vendor and the Sheriff's Office or designee. In the event that an agreement cannot be reached, the current Armed Forces Recipe Cards shall be used as the recipe for the items in question. In the event that these recipes do not cover the menu item, the vendor and the Sheriff or designee will mutually agree upon a recipe.

Individual recipes may be substituted with the written consent of the Sheriff of designee only. No food item shall be prepared from scratch unless the Sheriff's Office or his designated representative has approved it. This requirement is not intended to discourage preparation of meals from scratch, but to ensure a standard method of preparation and consistency.

11. The vendor shall provide, at no additional cost, meals conforming to medically prescribed diets, liquid nutritional supplements, including snacks when prescribed, and meals conforming to special religious requirements.
12. Fulton County shall provide 2,500 insulated trays with covers such as the existing Tivoli III stock or equivalent; the vendor shall be responsible for purchasing replacements due to loss or damage resulting from vendor's employee negligence.
13. The vendor shall provide all or any additional of the following necessary in the performance of the requirements contained within this document, at no cost to Fulton County Sheriff's Office:
 - a. Tray drying racks, model J70 or equivalent.
 - b. Meal delivery cart with 5.0 gallon beverage container, Tivoli III or equivalent.
 - c. Twelve (12 foot conveyor to accommodate Tivoli III hot trays).
 - d. Three (3) EZ bagger model 1400
 - e. Five (5) Dayton floor fans 3c674c
 - f. Two (2) Hobart slicers 1712e1612
 - g. Two (2) DBL stacked ovens 9601chO0582/85, Garland 960cjO086/87
 - h. Two (2) Grogen gas kettles AH 160
 - i. One (1) tilt gas skillet, Grogen hfp24
 - j. Three (3) steam tables with five (5) well EP305m
 - k. One (1) steam table four (4) well Seco Matic DME 4 van
 - l. Two (2) microwave ovens
 - m. Ten thousand (10,000) coffee mugs/Jones zylon
 - n. One thousand (1000) trays/Aladdin
 - o. One (1) Soup pot pc7
 - p. Two hundred eighty (280) wash racks Rayburn
 - q. Thirty (30) waste well dollies
 - r. One (1) WED -100
 - s. One (1) hot dog cook/warm American Permanent ware.
14. The vendor shall provide, to those inmates at court and/or bind-over, a meal consisting of at minimum of two (2) each sandwiches, fruit, and drink per meal.

15. All meals shall be freshly prepared on-site. It is specifically understood that **No pre-cooked casseroles or other pre-cooked items shall be used for entrees and no outdated products, frozen fruit or frozen shipped products, egg substitutes, raw meat or fillers such as soybeans will be used by the vendor, with the exception of USDA commodity provisions.**
16. The vendor shall be expected to use the following food products as required to maintain a high quality meal to the jail's inmates as follows:
 - a. Ground beef, cube steak, luncheon meats and some chicken and fish products.
 - b. Frozen concentrate juices, 100% juice content.
 - c. Fresh or frozen potato products.
 - d. Canned vegetables when fresh are not available.
 - e. Fresh or frozen scrambled eggs.
 - f. Frozen desserts such as ice cream, pies, cakes, etc.
17. Vendor **shall not** serve pork in the inmate meals. (there is a substantial Percentage of the inmate population with religious prohibitions regarding pork.) However, it can be used in meals served in the Staff Dining Room at infrequent intervals.
18. The vendor shall include, in the proposal, their policy for serving special "spirit lifters" menus. Proposed menus and holidays shall be identified. All such daily menu meals will be provided at the contract rates. A minimum of five (5) "spirit lifter" daily menus shall be provided annually, including Easter, Thanksgiving, Christmas, New Years, and (10) others scheduled for staff at the discretion of the Sheriff or designee. The vendor is **not permitted** to bill for the "Spirit Lifter" daily menu as an additional cost. The price for the "Spirit Lifter" menu days shall be incorporated into the cost per meal. An example of a "Spirit Lifter" daily menu may be a double breakfast served around 9:00 a.m. and a double portion holiday type of meal served mid-afternoon. A dessert may follow this and beverage served around 9:00 p.m. Meal service times shall be adhered to. The Sheriff's Office shall designate the portion of the meal and the items to be served in conjunction with the proposal submitted by the vendor in regard to the "spirit lifter" daily menu.
19. The staff meals are to include, in addition to the menu served to the inmates, the following:
 - a. One (1) additional hot meat and vegetable.
 - b. A self-service salad bar with a variety of condiments. This will include, but is not limited to, low-fat cottage cheese, tuna/chicken salad, fresh fruits puddings, pickles, bean sprouts, bean salad, etc.

- c. A selection of desserts such as pies, layer cakes, pudding, frozen yogurt and frozen confections.
 - d. An assortment of beverages, including soft drinks, whole and skim milk, fruit punch, iced and hot tea and coffee.
 - e. Miscellaneous items such as ketchup, shallard, mayonnaise, salt, pepper, sugar and cream.
20. Vendor shall be required to maintain a minimum food inventory level of five (5) days. On site storage will be provided; off-site storage, required, will be provided at the vendor's expense.
21. Inmates **will not** be allowed to work in the food preparation area, except as a participant in the Jail Inmate Jobs/Culinary Arts Program, and supervised by food service supervisor. **Otherwise inmates will only be allowed to work washing pots and pans, performing general cleaning duties, warehousing and in storage areas.** Vendor shall provide its own civilian staff to operate and maintain the kitchen facility dishwasher and the staff dining room.
22. The vendor shall provide industry standard food service uniforms for all employees. Staff uniforms shall be approved by the Sheriff or designee prior to their being used and/or issued. The vendor shall obtain the Sheriff's or designee's approval before any change of uniform design, colors, issued items, etc.
23. The vendor shall provide coats or sweaters available for all food service staff workers as none will be permitted to be brought from outside of the facility by food service workers.
24. Food service staff will not be allowed to bring personal items (handbags, storage bags, boxes, packages, etc.) into the facility as they enter the building. Public lockers are available for such items to be stored during the workday.
25. The vendor shall purchase and provide a **separate invoice at cost** for coffee and supplies used by the Sheriff's Office's administration staff, and the Sheriff's Office staff.
26. The vendor agrees to provide catered special event meals, designated by the Sheriff or designee with a minimum forty-eight (48) hour notice. Special event meals will be added to the weekly meal count and billed as additional meals **at the contract rate.**
27. The vendor is to provide and maintain a meal ticket system for guests. This system shall be mutually agreed upon by the Sheriff or designee and the vendor.

28. Vendor shall make allowances for those inmates involved in trials and/or bond hearings and the additional inmates processed after the evening meal. All inmates booked-in after the evening meal has been served shall be provided meals, including during the time period from the evening meal until breakfast the following morning.

B. Other Requirements

1. Vendor shall provide at no additional cost to the Sheriff's Office all consumable supplies, including but not limited to, paper products, gloves, staff uniforms, Styrofoam products, and cleaning supplies, which are required for service operation.
2. Vendor shall be responsible for complete cleaning, housekeeping and vector control of the food service preparation areas, including staff dining room and storage areas. The vendor will on a continuing basis, maintain standards of sanitation required by state and local regulations. The vendor will place all trash and garbage in trash bins located in the designated area. Vector control shall meet standards found in the U.S. Department of Health and Human Services (DHHS) Food Service Sanitation Manual.
3. Employees assigned to duty at the Fulton County Jail shall submit to Periodic health examinations at least as frequently and as stringently as required by law. Vendor also agrees to submit, upon request to the County satisfactory evidence of compliance with all health regulations. It is mandatory that all vendor employees have valid health certificates and be approved by the Sheriff's Office, prior to being allowed to work within the facility.
4. Vendor shall secure and pay all federal/state and local licenses, permits and fees required for the operation of the food service provided hereunder. The vendor shall also be responsible for paying any sales, use and/or personal property taxes on the vendor' equipment which are imposed upon the operation.
5. The vendor shall return to the County at the expiration of this contract the food service premises and equipment, in good condition, except for that which may have been damaged by fire, flood or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County upon discovery. A quarterly inventory shall be submitted to the County for all items covered by this paragraph. **The vendor shall pay for all needed repairs and/or replacement at the sole discretion of the Sheriff.** The County at no charge to the vendor will replace equipment, which in the opinion of the county has

exceeded its useful life. The decision as the suitability of the replacement shall be as determined by the county after consultation with the vendor. If vendor abuses the equipment, said equipment will have to be repaired and/or replaced by the vendor at no cost to the County.

6. The vendor agrees to make the fullest use of the U.S.D.A donated commodities when they are made available, and are wholesome and appropriate for menu purposes. The vendor shall not accept any such commodities which are contaminated or in excessive amounts. The utilization and/or control of USDA donated commodities are subject to the following requirements.
 - a. The vendor will properly handle, store and prepare all commodities in accordance with U.S.D.A regulations.
 - b. A weekly inventory shall be taken of all commodities. The report shall include for each U.S.D.A. donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week. **The inventory reports will be maintained and stored by the vendor for the duration of the contract, after which time all records and reports will be turned over to the County.** All such records shall be available for auditing by the County at any time during regular working hours.
 - c. All donated commodities used will be credited, at fair market value, to the County. The vendor will be credited, at fair market value, to the County. The vendor will not add charges of any kind for the handling, storage and use of commodities.
7. The vendor shall provide the Sheriff's Office a monthly list of all vacant positions for the kitchen, to be comparable to the staffing level indicated in the RFP. For all positions vacant for more than 15 days, the vendor will credit the County for these vacant positions at each position's rate of pay including benefits.
8. The vendor shall keep full and accurate records of sales and meal count records in connection with the food service. A copy of said record shall be to the Sheriff or designee on a weekly basis on the first working day of the subsequent week. In addition, all such records shall be available for auditing by the County at any time during regular hours.
 - a. Facility inspections shall be made by the contract administrator appointed by the County, or by the Sheriff or designee, when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Sheriff or his designee.

- b. Inspections of kitchen facilities by county and state health agencies shall achieve satisfactory ratings.
9. The food service and principal company shall have a minimum of three (3) years in jail/correctional food service a minimum of 2,800 inmates. (Note: jail food service in this context means the food service staff prepared and delivered food to the inmates.) **Vendors shall provide a minimum of three (3) references for which like services were provided, and where the same program of preparing and delivering food to a minimum of 2,800 inmates has been followed.**
 10. Vendor shall be responsible for equipment repair and maintenance of County's kitchen equipment, by qualified personnel and in accordance with manufacturer's guidelines, as well as the vendor's own equipment, at the vendor's expense. Vendor shall bear all costs of goods and supplies necessary to provide complete food services; during the period repairs are being made to the kitchen equipment. These cost specifically include, but are not limited to, foam trays and ice, in the event of dishwasher or ice machine repairs.
 11. The vendor shall be responsible for providing a van or truck for the vendor's use. This vehicle shall be provided exclusively for use at the Fulton County Jail and all of its satellite office.
 12. The vendor shall have the ability to carry an accounts receivable balance for a minimum of 60 days.
 13. Vendor shall be responsible for removal, at their own expense, all waste products, deep fryer grease, etc. All short time storage shall be within containers that meet health codes.
 14. Vendor shall be responsible for emptying, at their own expense, the grease Trap bi-monthly and/or as needed if sooner. Any and all routing cleaning and maintenance will also be the vendor's responsibility.
 15. Vendor shall be responsible for vector (pest) control, at no cost to the Sheriff's Office.
 16. All bill, invoices and general business matters will be mailed to the vendor's corporate address and not to the County Jail or any other County addresses.
 17. The Fulton County Sheriff's Office has an existing Culinary Arts Program for inmate training. The vendor should be prepared to continue the program, using an American Culinary Institute approved training curriculum. Approximately fifty (50) inmates' students will be assigned to

the program annually. The successful vendor should be prepared to assign staff for instruction.

C. Staff requirements

1. All employees of the vendor who will work in the Jail facility shall have a Background clearance by the Sheriff's Office prior to beginning work in the facility. All employees shall comply with the Sheriff's policies and procedure relating to facility operations and security.
2. The on-site Food Service Director shall have a minimum of five (5) years experience in jail food service operations of similar size and nature as the Fulton County Jail. The Food Service Director will work on-site a minimum of forty (40) hours per week. The Food Service Director will not function as a relief shift supervisor or as a cook in this facility. The Food Service Director will have experience in a facility with a minimum of twenty (20) full time staff, and housing a minimum of two thousand, three hundred (2300) inmates. The vendor shall submit a resume of the proposed Food Service Director in accordance with Section 3.4 (3) of this RFP. The Food Service Director proposed by the vendor shall, if the vendor is awarded a contract, be assigned to the Fulton County Jail for at least one (1) year from the contract date, unless an alternate experience manager acceptable to the Sheriff or designee is approved. A resume of the Food Service Director and one (1) assistant shall be provided in accordance with Section 3.4 (3) of this RFP. **Fulton considers the position of the Food Service Director and Assistant Food Service Director to be key the successful performance of this contract by the successful vendor. Accordingly, the County shall review and evaluate the background, skills and experience of the persons proposed for these positions. Therefore, each resume requested and supplied shall be clearly identified with the position for which it is submitted. Failure to provide the information requested in the manner prescribed will result in rejection of the proposal.**
3. The vendor shall assign a minimum of five (5) Food Service Managers and one (1) Assistant Food Service Director to over-see and supervise aspects of the food service operation. Each shift shall have a minimum of one (1) Food Service Manager on-site (the Assistant Food Service Director may serve as a relief for Food Service Managers). Supervision shall be by a Food Service Manager from the opening to the closing of service. The Food Service Managers will work on-site for a minimum of forty (40) hours per week. The Food Service Managers will have experience in food production and human resources issues in a jail facility housing a **minimum 2000 inmates**. The Food Service Managers will oversee compliance with special diets and handling the responses to inmate grievances. The vendor will submit resumes for the proposed

Food Service Managers in accordance with Section 3.4 (3) of this RFP. The Food Service Managers proposed by the vendor shall, if the vendor is awarded a contract, be assigned to the Fulton County Jail for at least one (1) form the contract date, unless an alternate experienced manager acceptable to the Sheriff or designee is approved. Actual staffing shall be in compliance with the staffing level proposed by the successful vendor.

4. The vendor shall provide, as a normal staff requirement, one (1) full time registered dietician for consultation on an as required basis. The registered dietician shall have a minimum of five (5) years' experience in jail food service operations of similar size and nature as the Fulton County jail. The dietician will be responsible for ensuring that menus meet all necessary recommended allowances and are in compliance with the standards established by the American Correctional Association ("ACA"). The dietician will also work closely with the medical department to ensure the proper diets for those inmates on medical diets. The vendor will submit a resume of the proposed registered dietician in accordance with Section 3.4 (3) of this RFP. Each resume shall be clearly identified with the position for which it is submitted. The dietician proposed by the vendor shall if the vendor is awarded a contract be assigned. To the Fulton County Jail for at least one (1) year from contract date, unless an alternate experienced dietician acceptable to the Sheriff or designee is approved.
5. The vendor shall supply, with the proposal, a staffing chart with the positions clearly labeled and the corresponding salaries, labor rates and the hours/shift assigned including a brief rationale. This plan will specially identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. The staffing proposal will become part of the final contract and the vendor will be required to maintain that level of staffing. For any position that remains vacant for longer than fifteen (15) days, the vendor will provide on the monthly invoice credit to the County for that position on a daily basis.
6. The vendor shall supply with the proposal proof that the management who will be assigned to work on this contract have been trained in working with inmate labor.
7. The vendor shall supply with the proposal documentation of the benefits program for management and hourly employees paid for by the vendor.

D. Operational Requirements

1. A copy of the American Correctional Association ACA standards, the American Public Health Association (APHA) standards and the U.S. Department of Health and Human Services (DHHS) Food Service Sanitation Manual will be kept onsite and the vendor shall have all staff familiarized with the requirements and implementation. All proposals shall address the following in as much detail as possible.
 - a. Procedures for interaction with the meal delivery staff.
 - b. Procedures for receiving and reporting accurate meal counts that are consistent with jail Staff accounting and meal count verification procedures.
 - c. Quality and inventory control methods and standards.
 - d. Procedures for providing safe, sanitary and secure food service management.
 - e. Specifications that will be adhered to for all food products.
 - f. The grade and quality of food products, which will be used in the food service operation.
 - g. Operational procedures (emergency alternatives) for handling food service should on-site kitchen facilities be rendered unusable through fire, etc.
 - h. Vendor is to maintain control and log-in system of all utensils i.e. (knives, forks, spoons, etc.). This system shall comply with American Correctional Association (ACA) guidelines recommendations and jail standards.
 - i. Procedures for the interface with maintenance staff and the repair of kitchen appliances and equipment.
2. Vendor will provide on-going, in service training for its food service employees and inmates workers assigned to the kitchen. Training Reports, and related documentation, will be forwarded to the Sheriff at the end of each quarter. The vendor will also be required to maintain these records according to ACA requirements and they shall be available for inspection upon request.
3. The Staff Dining Room shall be open during the following hours:
 - a. 1:00 A.M.- 3:00 A.M., Breakfast
 - b. 11:30 A.M. – 2:00 P.M., Lunch
 - c. 6:00 P.M. – 8:30 P.M. Dinner

Times may vary slightly during contract period in accordance with requirements. The vendor will furnish staff to clean, maintain and operate the dining room.

4. Procedures for dealing with inmate request, grievances, and complaints, as well as staff complaints.
5. Any additional equipment necessary for efficient food service operation.

6. Vendors shall submit an invoice to the County each Monday. Invoices shall be mailed/delivered to:

Flora Eatman, Finance Division Manager
Fulton County Sheriff's Office
185 Central Avenue S.W
Atlanta, Georgia 30303

The invoice shall provide the number of meals served, broken out for each meal, by each day of the invoice week, in the following:

- a. The accurate and timely count of the number of meals to be served to the inmates. This information shall be provided within two (2) hours of the meal to be served.
- b. Adequate ingress and egress to all production areas.
- c. Adequate heat, lights, ventilation and all other utilities. The County shall provide local business telephone service to the vendor at on charge. Other requirements shall be provided by the vendor, at the cost and location designated by the County.
- d. The removal of trash and garbage from the trash bins located in the designated area.
- e. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting air condition, refrigeration, duct work, floor coverings, wall, and ceiling surfaces. Vendor will, at their own expense, pay for repairs or replacement costs of items, if it is determined by the County that damages were due to abuse and/or negligence on the vendor's part.
- f. Adequate preparation, storage and holding equipment including maintenance for same, however, some storage may be off-site, at the vendor's expense.
- g. Security, control and limitation of inmate movement from, to and in the food service area, including physical security of employees, suppliers and authorized visitors.

F. Additional Menu Requirements

1. In addition to the standards cited, the following requirements should be met.
 - a. All beef products will be equivalent in quality to USDA Institutional Meat Purchase
 - b. All chicken and turkey products will be USDA Grade A quality
 - c. Ground beef shall meet U.S.D.A. standards.
 - d. Bacon shall be made from a meat source other than pork.
 - e. All meat portion sizes are cooked weight, volume or count.
 - f. All fruit and vegetable portion sizes will be drained weight.
 - g. Vegetable or peanut oil only is to be used as cooking oil.

- h. All milk served will be a minimum of 2% and packaged in ½-pint cartons. Expired dated milk **WILL NOT be served.**
- i. Sandwiches, served other than in a hot dog or hamburger bun, will be prepared with two (2) slices of white and/or wheat sandwich bread.
- j. All condiments shall be in pre-packaged individual serving packets.
- k. All ice cream served shall be in individual serving packages.
- l. All menus should have a minimum serving of fresh fruits and 100% juice (3) times per week. All fresh fruits will be served sliced in thirds or quarters so as to discourage inmate hoarding.
- m. All menu items will be prepared according to the specifications of the Armed Forces Recipes.
- n. Menus shall provide a minimum of two thousand seven hundred (2700) calories daily per inmate. Meals shall meet heart healthy low fat guidelines of 30% fat and 20 grams fiber.
- o. Any substitutions to the monthly menus (see section 3.4) shall be submitted to the Sheriff or designee for prior approval before serving. Vendor should list the substitute items that would be provided in the event the stated menu item cannot be provided.
- p. Portion abbreviations/designations used in the menu are as follows:
 - 1. Ounce = oz
 - 2. Each = ea
 - 3. Slice = SL
 - 4. Cup = c
 - 5. Teaspoon = tsp

EXHIBIT D

PROJECT DELIVERABLES

There are no project deliverables for this contract

SAMPLE CONTRACT

EXHIBIT E

COMPENSATION

SAMPLE CONTRACT

COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***Four Hundred and thirty eight thousand two hundred dollars and no cents (\$438,200.00)***, which is full payment for a complete scope of work.

SAMPLE CONTRACT

EXHIBIT F

PURCHASING FORMS

Instructions for Users: Insert the Purchasing forms submitted by the Consultant. Please contact Purchasing to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

Instructions for Users: Insert the Contract Compliance forms submitted by the Consultant. Please contact Contract Compliance to insure you have the correct forms. Insert forms behind this cover sheet.

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

Instructions for Users: Insert the following information behind this cover sheet.

1. Insurance and Risk Management Provisions from Solicitation Document

The following information should be inserted after you have received submittals from the Consultant:

2. Certificate of Insurance
3. Payment Bonds (if applicable)
4. Performance Bonds (if applicable)

Request to Proposal (RFP) Submittal Check List for

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

| Item # | Required Proposal Submittal Check List | Check (√) |
|--------|---|-----------|
| 1 | One (1) Proposal marked " Original ", five (5) CD's | |
| 2 | *Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i> | |
| 3 | *Form F: Georgia Security and Immigration Subcontractor Affidavit (s) | |
| 4 | Technical Proposal | |
| 5 | Cost Proposal (submitted in a separate sealed envelope) | |
| 6 | Financial Information (submitted in a separate sealed envelope) | |
| 7 | Acknowledgement of each Addendum | |
| 8 | <i>PURCHASING Items below should match information requested in the Technical Proposal Format and Content of Section 3 of the RFP</i> Section 1: Executive Summary Section 2: Technical Approach/Detailed Work Plan Section 3: Qualifications of Key Personnel Section 4: Relevant Project Experience and Past Performance Section 5: Proposer Financial Information Section 6: Availability of Key Personnel Section 7: Local Preference Section 8: Service Disable Veterans Preference Section 9: Disclosure Form and Questionnaire Section 10: Cost | |
| 9 | Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror | |
| 10 | Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices | |

Request to Proposal (RFP) Submittal Check List for

| | | |
|--|---|--|
| | Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2 | |
| | Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project | |
| | Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each | |
| | Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable) | |
| | Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable) | |