FULTON COUNTY

Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concert with local municipalities

Values

People
Ethics
Innovation
Customer Services
Resource Management
Equal Opportunity

REQUEST FOR PROPOSAL NO. 11RFP80602C-MT

Food Services at the Judge Romae T. Powell Juvenile Center Cafeteria

For

General Services Department

RFP DUE DATE AND TIME: November 2, 2011 @ 11:00 A.M.
RFP ISSUANCE DATE: October 3, 2011
PRE-PROPOSAL CONFERENCE DATE: October 19, 2011 at 3:00 P.M.
PURCHASING CONTACT: Malcolm Tyson at (404) 612-5811
E-MAIL: malcolm.tyson@fultoncountyga.gov

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

TABLE OF CONTENTS

Section/Page

SECTIONS 1-10

1.0 INTRODUCTION 1-1
- 1.1 Purpose 1-1
- 1.2 Description of the Project 1-1
- 1.3 Background 1-1
- 1.4 County Objectives 1-1
- 1.5 Purchasing the RFP 1-1
- 1.6 Subcontracting Opportunities 1-2
- 1.7 Pre-Proposal Conference 1-2
- 1.8 Proposal Due Date 1-2
- 1.9 Delivery Requirements 1-3
- 1.10 Contact Person and Inquiries 1-3

2.0 INSTRUCTIONS TO PROPOSERS 2-1
- 2.1 Procurement Process 2-1
- 2.2 Contract/Definitions 2-2
- 2.3 No Contact During Procurement Process 2-2
- 2.4 Clarification & Addenda 2-2
- 2.5 Term of Contract 2-3
- 2.6 Required Submittals 2-5
- 2.7 Proposal Evaluation 2-5
- 2.8 Disqualification of Proposers 2-5
- 2.9 Reserved Rights 2-5
- 2.10 Applicable Laws 2-6
- 2.11 Minimum Participation Requirements for Prime Contractors 2-6
- 2.12 Insurance and Risk Management Provisions 2-6
- 2.13 Accuracy of RFP and Related Documents 2-6
- 2.14 Responsibility of Proposer 2-7
- 2.15 Confidential Information 2-7
- 2.16 County Rights and Options 2-7
- 2.17 Cost of Proposal Preparation and Selection Process 2-9
- 2.18 Termination of Negotiations 2-9
- 2.19 Wage Clause 2-9
- 2.20 Additional or Supplemental Information 2-10
- 2.21 Reporting Responsibilities 2-10
- 2.22 Georgia Security and Immigration Compliance Act 2-10
- 2.23 Authorization to Transact Business 2-10
- 2.24 Right to Protest 2-11
- 2.25 First Source Jobs Policy 2-11
- 2.26 General Requirements 2-11

TABLE OF CONTENTS

Section/Page

3.0 PROPOSAL REQUIREMENTS 3-1
3.1 Submission Requirements 3-1
3.1.1 Proposal Submission Date and Submittal Format 3-1
3.1.2 Number of Copies 3-2
3.2 Overview of Proposal Requirements 3-2
3.3 Scope of Work 3-2
3.4 Technical Proposal Format and Content 3-2
3.5 Cost Proposal Format and Content 3-5

4.0 EVALUATION CRITERIA 4-1
4.1 Proposal Evaluation Criteria 4-1

5.0 PROPOSAL FORMS 5-1
5.1 Introduction 5-1
5.2 Proposal Forms
Form A – Certification Regarding Debarment
Form B – Non-Collusion Affidavit of Bidder/ Offeror
Form C – Certificate of Acceptance of Request for Proposal Requirements
Form D – Disclosure Form and Questionnaire
Form E – Georgia Security and Immigration Contractor Affidavit and Agreement
Form F – Georgia Security and Immigration Subcontractor Affidavit
Form G – Professional License
Form H – Local Preference Affidavit of Bidder/Offeror

6.0 CONTRACT COMPLIANCE REQUIREMENTS 6-1

6.1 Non-Discrimination in Contracting and Procurement
6.2 Required Forms and EBO Plan
Exhibit A – Promise of Non-Discrimination
Exhibit B – Employment Report
Exhibit C – Schedule of Intended Subcontractors
Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Service
Exhibit E – Declaration Regarding Subcontracting Practices
Exhibit F – Joint Venture Affidavit
Exhibit G – Prime Contractor/Subcontractor Utilization Report
Exhibit H – Fulton County First Source Jobs Program

Form 1 – First Source Jobs Program Information

TABLE OF CONTENTS

Section/Page

Form 2 – First Source Jobs Program Agreement

7.0 INSURANCE AND RISK MANAGEMENT PROVISIONS 7-1

8.0 SAMPLE CONTRACT 8-1

9.0 EXHIBITS 9-1

Exhibit 1 – Required Submittal Checklist
Exhibit 2 – Food Service Specifications
Exhibit 3 - Food Service Equipment provided by Fulton County Government

SECTION 1
INTRODUCTION

1.1 PURPOSE

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers for the **Food Services at the Judge Romae T. Powell Juvenile Center Cafeteria.**

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 **Food Services at the Judge Romae T. Powell Juvenile Center Cafeteria** to the most advantageous Contractor based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the **Food Services at the Judge Romae T. Powell Juvenile Center Cafeteria.**

1.3 BACKGROUND

The contractor must propose a business plan to operate the food service facilities as identified, for the purpose of dispensing food, non-alcoholic beverages for GED students, Detained youth, employees and related items in accordance with all the terms and conditions specified in this RFP.

1.4 COUNTY OBJECTIVES

To identify qualified food provider that will provide excellent customer satisfaction to various tenants and public visitors of this area with a variety choice menu (for example; low sodium, soul food, vegetarian, deli, raw-foods, desserts and beverages) at a reasonable price for an estimated population of 421 and square footage of 2560.

1.5 Purchasing 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 **October 19, 2011 at 3:00 P.M.** in the Judge Romae T. Powell Juvenile Justice Center Cafeteria located at 395 Pryor Street, S.W., Atlanta, GA 30312. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however Contractor is encouraged to attend. 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 **November 2, 2011 at 11:00 A.M.**, legal prevailing time. All submitted proposals will 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 subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

1.9 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Contractor 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 should be submitted in writing to the Purchasing Department contact person ***Malcolm Tyson, Assistant Purchasing Agent, Ph# (404) 612-5811; e-mail address - malcolm.tyson@fultoncountyga.gov.*** Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

SECTION 2
INSTRUCTIONS TO CONTRACTORS

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 Contractor 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.

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

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.

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.

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

Contractor may submit requests for clarifications or interpretations regarding this RFP and the Contract. Contractor 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, Contractor are cautioned that if Contractor 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 **5:00 P.M. October 21, 2011** local prevailing time. Contractor 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 Contractor 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: Malcolm Tyson
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: malcolm.tyson@fultoncountyga.gov
P: (404) 612- 5811 F: (404) 335-5808

RE: 11RFP80602C-MT Food Services at the Judge Romae T. Powell Juvenile Center Cafeteria

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. Contractor who submits 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 Contractors.
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 Contractor 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. The initial term of the contract shall be for a one (1) year term, with four (4), one (1) year renewal options.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2012, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2012. 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 four (4) 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, 2013 and shall end no later than the 31st day of December, 2013. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2014 and shall end no later than the 31st day of December, 2014. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. 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 REQUIRED SUBMITTALS

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required 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.

2.8 DISQUALIFICATION OF CONTRACTORS

The submission of more than one (1) proposal to the County as the primary Contractor 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 considered as sufficient for disqualification of a Contractor 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 Contractor and the County reserves the right to award the contract to the responsible Contractors 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 Contractor to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Contractor. 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 CONTRACTOR

Each Contractor 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. Contractors are reminded of Fulton County's **"No Contact During Procurement"** policy and may only contact the person designated by the RFP.

2.15 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Contractor believes is exempt from disclosure, the Contractor 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, Contractors 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 Contractor being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Contractors 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 Contractor 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

- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Contractors. A

Contractor, by submitting a Proposal, agrees to be bound by any modifications made by the County

- All costs incurred by a Contractor 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 Contractor.

- The County reserves the right to reject all Proposals and components thereof to eliminate all Contractors responding to this RFP from further consideration for this procurement, and to notify such Contractors 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 Contractor who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

- The County may request Contractors 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 Contractor(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

- The County reserves the right to discontinue negotiations with any selected Contractor.

- 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.

- The County reserves the right to conduct investigations of the Contractor and their responses to this RFP and to request additional evidence to support the information included in any such response.

By responding to this RFP, the Contractor 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 Contractor. In addition, the Contractor must be solely responsible for all costs (including engineering and legal costs) incurred by such Contractor in connection with this selection process, including any costs incurred by the Contractor 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 Contractor from further participation in any negotiation process if the County determines that such Contractor is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Contractor and such Contractor is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Contractor, 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 may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

2.21 REPORTING RESPONSIBILITIES

The successful Contractor will report directly to the **General Services representative**, 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 Contractors 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/Contractors 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 Contractor 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 Contractor 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 GENERAL REQUIREMENTS

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.

2. The original and the required number of copies of the proposal must be returned to:

   Fulton County Purchasing Agent
   Department of Purchasing & Contract Compliance
   130 Peachtree Street, S.W., Suite 1168
   Atlanta, Georgia 30303

3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.

4. Proposals received after the time and date specified will not be opened or considered.

5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.

6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.

8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's

signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.

9. 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.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.

11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Contractor intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.

12. 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.

13. The successful Contractor must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.

14. The successful Contractor 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.

15. The successful Contractor 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.

16. The successful Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.

17. The successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.

18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the vendor is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the vendor submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.

19. Contractor submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible vendors, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Contractor to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed vendor is qualified to carry out the obligation of the contract and to complete the work satisfactorily.

20. By submitting a signed proposal, Contractor certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Contractor 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.

21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Contractor refuse to enter into a contract

subsequent to an award, a penalty may be assessed and/or the Contractor may be found to be "non-responsible" in the future.

22. In case of default by the successful Contractor, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

23. Successful Contractor contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in a Contractor being found to be "non-responsible" in the future.

24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.

25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. 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.

26. 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.

27. 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.

28. 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). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.

29. Prior to beginning any work, the successful Contractor shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.

30. 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.

31. Any Contractor intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Contractor from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

32. Any Contractor intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

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 **November 2, 2011** at **11:00 A.M.** and must be addressed to:

REQUEST FOR PROPOSALS RFP #11RFP80602C-MT
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 Contractor 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 Contractor, 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 11RFP80602C-MT
Food Services at the Judge Romae T. Powell
Juvenile Center Cafeteria
[Technical or Cost Proposal]
Contractor's Name and Address

3.1.2 Number of Copies

Contractor 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

Contractor must 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

3.3.1. General Requirements

The Contractor must furnish all labor, materials, food, drink, equipment, insurance and health permits to perform all work as described and required for the provision of food services at the Judge Romae T. Powell Juvenile Center Cafeteria. Copies of health permits and insurance certificates must be submitted to the County prior to the start of any work.

The quality of food and services, prices charged the type, quantity and condition of equipment, and all other phases of operations shall be subject to the review and approval of Fulton County.

The Contractor must have a sufficient number of attendants to render quick and efficient services to patrons.

Must provide sample menu of food types that will be served for four consecutive business weeks.

Fulton County will maintain and repair building structure in areas assigned for the operator's use, including routine periodic painting and redecoration, the maintenance of gas, water, fire, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures (including revamping and replacing burned out light bulbs); floors, walls and ceilings. Except that, the successful vendor must bear the expense of repairs and consequent redecoration necessary because of negligence on the part of the successful vendor or the successful vendor employees or sub-contractors (e.g. beverage fountain syrup line replacement, etc.).

At its own expense, Fulton County will provide and permit the successful contractor to add additional equipments as proposed, with maintenance, repairs and replacement as provided for herein. The Contractor shall address the final disposition of Contractor-provided equipment in their proposal.

Fulton County reserves the right to inspect the food service facilities at anytime and to provide the successful contractor with a comprehensive review and deficiency report, if any, for the following: The County requires that the Contractor provide the high quality standards and services to maintain superior Health Department ratings, quality of food products and operating standards as consistent with NSF (National Sanitation Foundation), NIFI (National Institute of the Food Service Industry), NRA (National Restaurant Association), or other applicable measurements to maintain grade "A" or "quality" as a minimum standard. The Contractor shall operate the facilities implementing key service goals of excellence in: customer service, cleanliness, hospitality, accuracy, preventative maintenance, product quality, and speed of service.

The following minimum food specifications for all operations are established and shall be maintained:

Beef and Veal, USDA Choice
Pork and Lamb, USDA #1
Poultry, USDA Grade "A"
Eggs and Dairy Products, USDA Grade "A"
Frozen Foods, USDA Grade "A" Fancy
Fresh Produce, USDA #1 Quality
Canned Goods, USDA Grade "A" Fancy

The Contractor will have a consistent and continual operation of services to include, but not limited to, supplying the county with dining and catering services options during the hours approved by the General Services Department.

(1) Service quality, attentiveness, courtesy, and similar factors.
(2) Food quality, presentation, merchandising.
(3) Sanitary practices and conditions.
(4) Personnel appearance.
(5) Training program techniques, schedules and records.
(6) Safety / security conditions.

(7) Menu compliance, as indicated in the minimum acceptable menu profile.
(8) Portion sizes as compared to those submitted in the business plan.
(9) Cash register tapes and sales records.

The successful contractor must operate the facilities on a self-sustaining (profit and loss) basis. Fulton County will not provide any financing to sustain the operations of the food service facility nor will Fulton County subsidize any financial losses should they occur to the concessionaire as a result of providing the specified food services. The vendor will be responsible for collections for all catering requests.

During regular Fulton County business days:

The Contractor shall during the term of the Contract sell a variety of healthy choice, low sodium, soul food, vegetarian, deli, raw-foods, desserts and beverages in compliance with all ordinances and regulations applicable to its operations. The Contractor must be open to the public between the hours of 8:00 A.M. - 3:00 P.M., except that the contractor may close from breakfast to lunch change over any time between 10:00 A.M. - 11:00 A.M. and serve beverages/condiments from 8:00 A.M. - 3:00 P.M. The Contractor must maintain services Monday through Friday, excluding Fulton County holidays. The Contractor must accept the following methods of payment: cash, debit cards and credit cards without minimum stipulations. Any modifications to these operating hours and the procedures for requesting further modifications shall be requested in writing to the General Services Department one (1) Week prior to impacted hours of operation.

Detailed Food Service Requirements

Successful Contractor Responsibilities

(1) The successful contractor must operate and maintain the food service facility in the name of the successful contractor for profit.

(2) Provide prompt, efficient, and courteous services and avoid undue interference with the other County operations in the facility is located.

(3) Maintain cleanliness of the kitchen, dining and server area.

(4) Obtain all food service licenses and permits as mandated by federal, state, and local public health and other authorities.

(5) Maintain compliance with all applicable health, sanitary, and other regulations and laws.

(6) Employ sufficient and suitable employees to meet or exceed the highest quality standard of food and customer service.

(7) Secure and maintain insurance, preserve records, submit reports, and sustain

contract performance as specified in this RFP.

(8) Secure and pay all federal, state and local licenses, permits and fees required for the operation of the food services provided, as well as sales, use and/or personal property taxes imposed on the successful Contractor equipment.

(9) Exercise reasonable care and precaution in the use of all Fulton County Government owned equipment and facilities.

(10) Upon termination of the contract, yield the Fulton County owned equipment in good condition as when received excepting for normal wear and tear and damages caused by reasons clearly beyond the successful contractor control. Fulton County will not be responsible in any way for damage or loss occasioned by fire, theft, accident, or otherwise to the successful contractor stored supplies, materials, or equipment, nor the employee's personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the General Services Department representative.

(11) Provide monthly financial (profit and loss) statements and operating reports to the General Services Department representative according to the defined standards and approach set out in this RFP.

(12) Patrons are expected to remove all trays, dishes, utensils, etc., from the tables to trash containers, as appropriate. Successful contractor will provide bussing service to remove any and all remaining soiled dishes, ensuring that the tables and chairs are cleaned and readied for a new patron within a maximum of five minutes after use.

Catered Service Requirements:

(1) The proposal should price out, on a cost plus basis, menu selection for banquet service, and regular food court service plan to patrons for breakfast, lunch and snacks. Prior to contract start, the successful contractor will publish a catering menu with pricing for catered items, including any surcharges, clearly identified.

(2) Contractor should include in Contractor response to this RFP, a concept of operations and representative prices for catered food services, during and outside of normal food service operating hours. Some catering services may be requested on any evening, weekends, or Fulton County holidays.

Pricing and Price Changes:

The menu, price and portion sizes as submitted in the proposals must be binding upon the award to the successful contractor. The Contractor agrees to hold submitted food pricing for the first 12 months if awarded a contract under this proposal. Any increases in price must be submitted in writing one hundred twenty (120) days to be determined before contract expiration.

Advertising and Display

(1) The successful contractor may advertise all goods and services offered to Fulton County through appropriate electronic means and via posted flyers within County-owned facilities, including use of the County's Internet E-mail system. However, the successful contractor may not erect any signage of any kind on the exterior nor may signs be displayed on adjacent sidewalk areas.

(2) The successful contractor must display easy-to-read menus with prices listed for the information of patrons as near to the serving area entrances as practical.

(3) Menus and prices shall always be posted at or near the serving area entrances and near each respective service point.

(4) The successful contractor may use special sales inducement advertising. The specials must be tasteful, true, and achievable. Misleading advertising may be cause for contract termination after the reporting and verification of three (3) incidents in any twelve (12) month period.

Equipment and Utensils

(1) A list of Fulton County-owned equipment, which will be provided for, the successful contractor use is detailed in Attachment A, and will be discussed at the Pre-proposal Conference. The County will not provide any other equipment for the food service operations.

(2) The successful contractor must provide all necessary equipment and utensils not provided by the County for the safe and effective operations and management of the service.

(3) All equipment and utensils provided by the successful contractor must be summarized and attached to this proposal; labeled contractor's supplied equipment attachment. Equipment which the successful contractor may have to provide includes but not limit to:

a) One (1) cash registers that can add, subtract, calculate use and sales tax, display total expenditure, and provide change and a receipt to the

patron. Debit/Credit card transaction. Possible credit card/debit card payroll deductions may be explored.

b) Chinaware, dishes and metal utensils used for catering which must be usable in the Fulton County dish washing equipment.
c) All types of required containers and cans.
d) Napkin dispensers.
e) Office furniture.
f) Glassware.
g) All catering equipment.
h) Office and cash handling machine.
i) All signage, including menu boards, letters, and numbers.
j) One soda/ice-dispensing machine
k) Food preparation scales.
l) Sharpeners.
m) Silverware or plastic utensils
n) Iced-tea dispensers.
o) Trays
p) Kitchenware.
q) Plastic plates and bowls
r) All other equipment not provided by Fulton County.

(4) Equipment and non-plastic utensils provided by the successful contractor shall be of comparable quality to those provided by the County, and required to meet industry standards in the management and operations of a food service establishment.

(5) The successful contractor must provide a comprehensive inventory list of all contractor-supplied equipment upon contract start-up, every six (6) months thereafter, and again at final day of performance. These lists should indicate manufacturer, brand name, identification number, and date of manufacture of all equipment provided by the successful contractor.

Sanitation and Quality

(1) The successful contractor must serve appetizing and quality food within clean and sanitary conditions in accordance with provisions and recommendations contained in the food service sanitation manual, Public Health Service Publication; FDA # 78-2081 or latest version.

(2) Food served must be free from spoilage, adulteration and misbranding, and be wholesome and safe for human consumption.

(3) All uncooked items, including fruits and vegetables, must be clean and free from blemishes.

(4) All food, when served, must be attractive and at the correct temperature and consistency. The food shall be crisp, moist, dry, and tender, etc. as may be

appropriate for the type food being served.

(5) Employees assigned by the successful contractor to do work at the Fulton County site must be physically fit, and free from communicable disease to do their assigned duties. The successful contractor must adhere to all provisions of the Food Service Sanitation Manual, Public Health Service Publication NO. (FDA) 78-2081, including all subsequent revisions and the local codes relating to food service sanitation and procedures.

(6) The successful contractor must always have at least one employee on-site who possesses a current certificate showing his or her successful completion of a comprehensive food protection course (or equivalent), and subsequent refresher course within the previous two years. Each proposal must contain a specifically identified potential employee who has successfully completed the program. The attachment, labeled on-site employee attachment, must clearly identify the employee, course date, name of course, duration, certification of successful completion, institution offering the course, name address, and telephone number.

(7) If the material requested in the preceding paragraph cannot be included in the proposal, contractor must demonstrate clearly how this condition will be met within thirty (30) calendar days of the start of any contract awarded as a result of this RFP.

Personnel and Supervision

(1) The successful contractor must ensure sufficient personnel to provide sanitary conditions and satisfactory service that will assure prompt and efficient service at all times.

(2) The successful contractor guarantees that all employees must be sober, conscientious, neat, and courteous and be fully able and willing to perform the assigned duties every day the food service facilities are open for operation.

(3) The successful contractor must always provide an adequate trained staff of food service employees to perform the varied and essential duties inherent to a successful customer-focused food service operation. The successful contractor must also provide adequate trained relief personnel to substitute for the regular employees when they are absent so that a high quality food service operation will be maintained at all times.

(4) The successful contractor must assign a full-time manager to the Fulton County site, with the appropriate experience and qualifications. The manager must be given the duties and responsibility to maintain an efficient and responsive day-to-day operation. The manager will have the day-to-day responsibility for personnel supervision and training, menu planning, supplies purchasing, cost control, sanitation, and other appropriate food service duties.

(5) The successful contractor manager must be replaced within ten (10) business days upon the identification of sufficiently serious operational deficiencies found to be a result of inferior direct management.

(6) The successful contractor employees must wear a distinctive item of clothing such as badge, cap, armband, blouse, and/or uniform as a means of identification during normal operation hours. The employees must wear proper uniforms, including head covers, during the time they are performing their duties in the building. All employees must wear legible name tags.

a) The successful contractor employees must be required to comply with Fulton County security requirements. At least 10 business days before beginning service under a contract with Fulton County, the successful contractor must provide the General Services Department representative a full list of Contractor employees assigned to work. All employees assigned under this contract must have completed a Georgia Criminal Investigation (GCI) background check. The contractor shall bear all costs associated with this background check. The background check must be verified by the General Services representative before he/she will authorize the employee to be issued a temporary County identification (ID) badge and begin work in the facility. Employees must wear the ID badge at all times. The successful contractor must inform the General Services representative immediately of any change in employees and Contractor must confirm completion of the GCI background check in writing.

b) The successful contractor must ensure all employees are U.S. citizens or have the proper work permits from the U.S. Immigration and Naturalization Service.

c) The successful contractor must require the employees to adhere to all Fulton County security policies and procedures and personal conduct regulations in effect during the contract period. The successful Contractor employees must participate in all civil defense and emergency drills that may be executed, without prior warning, by Fulton County Security and Emergency Management Personnel.

i Employee relations: All matters pertaining to the employment, supervision, compensation, promotion, and discharge of employees engaged in work under a contract awarded as a result of the RFP are the responsibility of the successful Contractor. The County will not intervene in any internal disputes between the Contractor and one of Contractor employees, nor between the Contractor and other vendors. The Contractor employees are not Fulton County employees and have no recourse from Fulton County.

ii Fulton County will <u>not</u> tolerate any discrimination against or harassment of any County staff and citizens—this means "zero tolerance." The

successful contractor must promptly remove any employees who conduct such prohibited activities from County sites and promptly report any incidents to the General Services representative.

Fulton County reserves the right to permanently remove any employee who fails to adhere to the County's policies and procedures relevant to the employee's performance of his/her assigned duties.

Waste Management and Rodent Control:

The vendor will be required to establish a contract and pay for grease removal as needed at the Juvenile Justice Center. Fulton County shall allow the food service provider to dispose of wet garbage in the main dumpster at the Juvenile Justice Center. The successful contractor shall provide pest and rodent control for the food service area.

Dry trash:

The successful contractor must empty all trash receptacles in the kitchen, serving and dining areas throughout the business day as/when required. Empty all trash receptacles at the end of the business day.

Recycling Program:

The successful contractor will work with the General Service & Public Works Department to establish a recycling program suited to the food service operation. Fulton County will provide all recycling containers. Program operations performed by the successful contractor will include using the bins provided to capture recyclable materials, insuring the correct bin is used for each recyclable item, and emptying the recycling bins as directed by the Recycling Program Manager. Cardboard containers except those saturated with moisture shall be transported to the designated area and flattened to be processed by the General Services Department & Public Works Department Building Services personnel.

Fulton County must provide for pest/rodent control at the food service facilities at County expense. Normally, these services are performed on a scheduled basis. The successful contractor is responsible for notifying the General Services representative/Customer Service Center via a Work Request of specific pest/rodent problems as they occur.

Equipment Repairs

Fulton County assumes responsibility for repairs to County-owned equipment. If equipment is damaged due to negligence by the successful contractor or sub-contractor employees, the successful contractor must pay the full amount of the repair costs.

When repairs on County-owned equipment are necessary, the successful contractor must immediately notify the General Services Department's Work Order Service Center at (404) 612-5900 and then prepare and forward a signed copy of a Work Request to the representative.

Maintenance and repair of equipment provided by the successful contractor is the responsibility of the successful contractor, unless otherwise specified in the contract between the successful contractor and Fulton County.

Fulton County, at its own expense, will replace County-owned food service equipment the County deems not economical to repair. Unless otherwise agreed by General Services, the Contractor will be responsible to maintain and service the equipment (including County provided equipment, Contractor provided equipment, franchise equipment, or any other Food Services equipment used by the Contractor in the County's Food Services operations) on a routine and continual basis, at the Contractor's expense. The Contractor will properly secure monitor and be responsible for any keys and/or access cards for service area and/or locations. The Contractor will be responsible for the control of all keys and access cards issued to its representatives by the County, and other areas of the county when they are to be used by the Contractor's representatives. Contractor will be responsible for the replacement of locks, cylinders, etc. for which the facility requires as dictated by General Services.

Any necessary repairs to the building infrastructure, not due to the fault of the Contractor, shall be the responsibility of the County and shall be coordinated thru the County representative or designee. Further, the Contractor will advise the County as to any preventative maintenance or related issues pertaining to the County's responsibilities pertaining to the building infrastructure. If the specific area is the County's responsibility, General Services Representative or designee will directly contact the services areas for the repair and/or maintenance.

The Contractor will promptly notify the contract administrator immediately of any critical or adverse health inspection or other related inspection as well as any critical public health/safety issues identified. The Contractor will begin corrective actions for any health inspection or critical public healthy/safety issues within twenty four (24) hours or less of their identification. The Contractor will be responsible to keep General Services representative well informed of the corrective actions to be taken and confirmation of their resolution when achieved.

Along with estimated costs and plans to be provided at Contractor's expense (including any necessary drawings and color boards, etc.), the Contractor must provide to the County the Contractor's written recommendations and requests for County approval of any Food Court or Cafe signage, and/or anticipated equipment of facilities changes. Tentative and final estimate as to the time needed for completion of such a project, as well as an estimate and actual cost of such projects, must be included in the packet of initial, approved, and final packets of information given to General Services representative prior to and after the completion of the initial project. The

design specifications must meet all federal, state, county, city and industry regulations and laws applicable to the signage, design and safety standards of these agencies.

Cleaning and Janitorial Services

The successful Contractor is fully responsible for the daily cleaning of the following areas:

The kitchen, storeroom, coolers, serving areas, including those portions of the serving area that extend into the dining area (i.e. Beverage Station, Ice Machine Station; Entrance & Tray areas, etc)

Specific cleaning instructions:

a) Kitchen cleaning to include offices, serving lines, and restrooms: Offices, kitchen, serving lines, serving areas, and restrooms are considered clean when the floors, mats, walls, equipment, and trash containers are free from dirt, grease, mold, dust, and mildew. Scrubbing will be required for floors, grout, baseboards, and corners. Clean all visible drain pipes. All floor mats must also be free from excess moisture. All walls must also be free from graffiti.

b) Storage space, coolers and mop closets: Storage areas and mop closets must be kept clean at all times. Keep these areas free from spills, spots, stains, and offensive orders. Janitorial equipment shall be kept neatly inside a storage area.

*Note: Do not store trash—especially wet cardboard—in storage areas as this attracts pests and rodents. Do not store flammable materials in storage areas—use fireproof cabinets.

c) Sweeping: Sweeping shall include removing all trash, dirt, gum, and other foreign matter from all floors. Do not leave any debris in corners, behind furniture, equipment, or doors.

d) Damp mopping: Use fresh water and a mild cleanser/disinfectant to damp mop all tile floors. Damp mopping shall remove all streaks, scuff marks, mop strands, and other marks from the tile floors. Avoid leaving splash marks or excess water on the floor. The finished floor shall have a uniform appearance. Clean around all floor drains and fill traps with disinfectant to prevent sewer odor.

e) Dining areas: Clean the dining areas to include, but not limited to, keeping the tables, benches, and chairs wiped off, the floor area free of spills, food particles, and unusual dirt and refuse. Fulton County will clean the dining area floors nightly.

f) Ceilings: Sweep or brush all ceilings at least weekly to remove dust and cobwebs. Fulton County will arrange for cleaning HVAC vents and kitchen exhaust vents on an as required basis.

Security and Safety

The successful Contractor must be responsible for securing all areas under its jurisdiction.

A designated employee must have full responsibility for determining that all equipment, fans, and lights are properly turned off, windows and door closed at the end of each business day.

The successful Contractor must immediately notify the fire department in the case of a fire.

All of the employees of the successful Contractor shall be trained and organized to participate in fire and civil defense drills including fire reporting and building evacuation.

Fulton County maintenance personnel require access to all food service facilities twenty-four (24) hours a day, seven (7) days a week. A set of keys to all doors (including freezers and coolers, excluding the successful contractor-provided safe) will be kept in the Sherriff's Offices and signed out by County maintenance personnel on an as needed, when needed basis.

At least ten (10) business days before the contract begins, the successful Contractor must submit a list of all chemicals and the appropriate Material Safety Data Sheets (MSDS) to be used to the General Services Department, Building Operations Division Manager, for the Manager's review as to suitability, harmfulness to the floor, and environmental compliance. General Services has the final approval on the use of any cleaning materials the successful Contractor plans to use. If the successful Contractor makes any changes in the cleaning-related chemicals to be used, the successful Contractor must submit the related MSDS for General Service's review and approval prior to use.

The successful Contractor must identify and define handling procedures for the disposal of any environmentally hazardous supplies or refuse. Furthermore, the Contractor must have in effect maintenance and safety plans which should include, but not be limited to, the following:

Compliance as to routine inspections by the County's Safety-Risk Management team.

Safety plans for the operation of equipment must include safeguards or procedures used for operation.

MSDS sheets (i.e., regarding toner, solvents, oils, or other solutions used to clean and to maintain the equipment) must be completed as to the chemicals and the disposal of chemicals. Cleaning supplies must be kept separate from the Contractor's working/seating areas, or in any area which is deemed combustible or considered inappropriate for such storage as mandated in safety regulations and in regulations or laws.

Non-compliance issues (designated by either the County or other deemed responsible safety-risk entity) must be resolved within a period of time designated by the Safety-Risk Management team, or other authority. Non-compliance issues should be given in writing by the designated authority to the Contractor.

The Contractor shall in writing inform General Services as to any non-compliance issues (verbal or written). If the non-compliance concern is not resolved within the specified time, the County has a right to request appropriate action within ten (10) business days or terminate the Agreement, but will do such termination process judiciously.

The Contractor must address how routine cleaning dining service areas and maintenance of equipment will be accomplished. The Contractor must maintain a clean and sanitary environment, free of insects, rodents, and debris, throughout the service areas.

Cleaning equipment used by the successful contractor must be suitable and sufficient to provide the level of cleaning required to keep the area in a sanitary and safe condition.

The County reserves the right to appoint a commercial cleaning company to undertake the janitorial tasks at the expense of the successful contractor if the janitorial duties are not satisfactorily performed.

Financial Reporting and Estimating

The Contractor to submit, with proposal, a description of the accounting systems and procedures proposed including samples of management reports and other control checks with planned frequency schedules along with sample reports and schedules. Demonstrate that internal audits are conducted on operational controls, financial statistics, methods, procedures, and systems. Assure the adequacy of control checks, reports, and frequent reporting schedules along with sample reports and schedules.

The successful contractor must submit a projected income statement that shows gross sales, cost of goods sold, gross contribution, general and administrative (G&A) expenses, and net contribution for the initial twelve (12) months of operation.

The successful contractor must submit monthly profit and loss statements and must report monthly performance data by the 5th of the month following the accounting

period, as well as provide an outside audited annual financial report to verify all data.

The monthly financial performance data must show the variation of actual from planned; as well as the breakdown of actual sales of breakfast, lunch, and snack by month; certification of no price change as reduced portion or increased price.

Termination for Convenience

The County may terminate this Contract for convenience at any time.

Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived.

Transition to a New Successful Contractor

The successful Contractor affirms to provide the highest quality of service, brief the new successful Contractor, and turn over all documents pertaining to the maintenance of the facilities awarded to the new successful contractor during the transition period.

The successful Contractor agrees that Fulton County Board of Commissioners' decision to award a new successful contractor, based on the competitive award process, amounts to proper notice of termination of interim and permanent contract, and Fulton County or its assign, and has no further responsibility to give verbal or written notice to said successful Contractor.

Reporting

The successful Contractor agrees to submit monthly operating statements to show the operating results as outlined in the financial reporting section above.

The successful Contractor agrees to submit any data required by Fulton County within five (5) calendar days after oral or written request.

The successful Contractor agrees to hold and retain all operating information for a period of thirty-six (36) months after the termination of this contract, and to allow Fulton County the unrestricted right to audit this information.

Performance Measures

A maximum of five (5) unsatisfactorily resolved customer complaints within any ninety (90) day period will be allowed. However, the successful contractor goal must always be zero (0) complaints about food quality, customer service, and sanitation.

The successful Contractor agrees to a goal of zero (0) number of public health infractions, and any other code and regulation infractions, over the life of the contract. Failure to achieve this goal could lead to termination of the contract.

The successful Contractor must fully correct all public health violations within the time frame specified in any public health violations citation. Any second failure of a public health inspection may be cause for termination.

Persistent failure to meet these terms and conditions could lead to contract termination. Persistent failure implies a pattern of exceeding the maximum allowable target for two (2) consecutive quarters.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Contractor 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 the following information:

- Provide the legal name of the entity responding to this proposal.
- Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
- Include a brief statement of approach to the work, understanding of the proposal goal and objectives and demonstrate understanding of the proposal.

Section 2 – Project Plan/Understanding of Task

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Project Plan must address the management approach in providing food service as identified Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, plans associated with providing food service and any other information that will assist in proving food service.

Section 3 – Qualifications of Key Personnel

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on Cafeteria Management.
2. All proposed key personnel must have at least a minimum of three (3) years work experience.

3. The Cafeteria Manager must have a minimum of five (5) years experience in providing food services.

4. Each resume should be limited to no more than One (1) page per person and be organized according to the following:
    - Name and Title
    - Professional Background
    - Current and Past Relevant Work Experience
    - Include two (2) references for each key personnel member

Section 4 – Relevant Project Experience/ Past Performance on Previous Contracts

In accordance with the minimum qualifications of this RFP, identify three (3) projects that your firm has provided Food Services. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- 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.

Section 5 – Contractor Financial Information

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) Contractor'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

(1) Percentage of time key personnel will spend on site.

Section 7- Local Preference

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 Contractor 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 Contractor 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 - Food Type

I. Food Description:

- Provide brief detail of variety of food.
- Provide Sample Menu.

II. Drinks, Desserts, and Snack Food:

- The Contractor must list the types of food, drink or snack food items they intend to provide.
- The Contractor must list the equipment and supplies they will provide.

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:

Section 1 - Introduction

The Contractor must include an introduction which outlines the contents of the Cost Proposal.

Section 2 - Completed Cost Proposal Forms

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

Contractor must provide a general pricing schedule for the items to be provided.

Cost Proposal Forms

Judge Romae T. Powell Juvenile Center Cafeteria

Please indicate your pricing (do not include sales tax) for the following items (place this page in the sealed envelope with the rest of your proposal information).

1. Breakfast Special: 2 large eggs (any style)
Regular grits/Oatmeal (6 oz)
Meat
Bread
$_____ (total price for special)

---

2. Breakfast Items:	1 egg (any style)	$_____
	Cheese grits (6 oz)	$_____
	Pancakes	$_____
	Oatmeal	$_____
	Turkey Sausage	$_____
	Pork Sausage	$_____
	Turkey Bacon	$_____
	Pork Bacon	$_____
	Omelets	$_____
	Hash Brown	$_____
	8 oz coffee	$_____
	12 oz coffee	$_____
	Various of juice	$_____
	Milk	$_____
	Fruits	$_____

3. Lunch Special:	2 Vegetable 1 Meat Bread	$_____total price for special

A LA Cart:	Grilled cheese sandwich	$_____
	Salad (per oz)	$_____
	Soup (6 oz)	$_____
	Fish	$_____
	Chicken	$_____
	Hamburger	$_____
	Hotdog	$_____
Side Items:	Fries/Onion Rings	$_____
	Desserts	$_____
	Bake Potato	$_____
	Beverage (Small-12 oz)	$_____
	(Medium 16 oz)	$_____
	(Large 32 oz)	$_____

(Continued Cost Proposal Forms)

The prices in the proposal are fair and proper and not tainted any collusion, conspiracy, connivance or unlawful agreement on the part of the Contractor or any of its agents, representatives, owners, employees, or parties in interest.

I acknowledge that the cost proposal submitted will not be the sole basis of selection and that the Fulton County Board of commissioners reserves the right to reject all proposals if none judged to be acceptable.

Signed: _____ Date: _____
(Legal Signature of Contractor)

Title: _____

Company Name: _____

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:

Evaluation Criteria	Weight
Project Plan/Understanding of Task	30%
Qualifications of Key Personnel	5%
Relevant Project Experience	15%
Financial Responsibility	5%
Availability of Key Personnel	5%
Past performance on previous contracts	15%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	10%

SECTION 5
PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Contractors must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Contractor to the Project must sign the Proposal Forms. Contractors should reproduce each Proposal Form, as required, and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Certification Regarding Debarment
Contractor shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

Non-Collusion Affidavit of Bidder/Offeror
The Proposal shall include a copy of Proposal **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

Certificate of Acceptance of Request for Proposal Requirements
Contractor shall complete and submit **Form C**, which certifies that Contractor has read the solicitation including all addenda, exhibits, attachments and appendices.

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

Georgia Security and Immigration Contractor Affidavit and Agreement
Contractor shall complete and submit **Form E**, 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
Contractor shall ensure that any subcontractor(s) that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

Professional License
Contractor and any subcontractor(s) performing work required by state law to be licensed must provide a copy of their license for the work they will perform on this project. **Form G**

Local Preference Affidavit of Bidder/Offer
Contractor shall complete and submit **Form H**, which certifies that the Contractor is eligible to receive local preference points.

FORM A: CERTIFICATION REGARDING DEBARMENT

(1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.

(2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

(1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

(2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) ***Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) *Causes for Suspension.* The causes for suspension include:

1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.

3) Conviction of state or federal anti-trust statues arising out of the solicitation and submission of bids and proposals;

4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:

    a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;

    b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;

    c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or

    d. Falsification of any documents.

i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.

ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

_____
(COMPANY NAME)

_____
(PRESIDENT/VICE PRESIDENT)

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

_____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

FORM C: **CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # _____ to #_____ exhibit(s) #_____ to #_____, attachment(s) #_____ to #_____, and/or appendices #_____ to #, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company:_____

Signature:_____

Name: _____

Title:_____ Date: _____

(Affix Corporate Seal)

Form D: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

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 or 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 or\f 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 E: 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 E: 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 services 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* [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], 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 Subcontract 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: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM F: 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 F: 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 services 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* [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], 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 Subcontract 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: _____

NOTE:

*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

FORM G: 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 H: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-358(f), 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 102-358(f), 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

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 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 an 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 firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

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*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document 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 forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall 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 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers

must submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should 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 owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

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																		

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

This completed form is for (Check only one): _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

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** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer:_____

ITB/RFP Number:_____

Project Name or Description of Work/Service(s):_____

_____

_____

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):

   _____
   _____

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

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 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:**_____

Firm 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

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 - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

_____hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for_____
(ITB/RFP Number)

_____
(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;

2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;

3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name:_____ **Title:**_____ **Date:**_____

Signature:_____

Firm:_____

Address:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No._____

Project Name_____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. **Firms:**

   1) **Name of Business:**_____
      Street Address:_____
      Telephone No.:_____
      Nature of Business:_____

   2) **Name of Business:**_____
      Street Address:_____
      Telephone No.:_____
      Nature of Business:_____

   3) **Name of Business:**_____
      Street Address:_____
      Telephone No.:_____
      Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

ADDRESS:_____

_____

PRINCIPAL OFFICE:_____

OFFICE PHONE:_____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.

2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?

3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.

4. Describe the estimated contract cash flow for each joint venturer.

5. To what extent and by whom will the on-site work be supervised?

6. To what extent and by whom will the administrative office be supervised?

7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?

8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?

9. Describe the experience and business qualifications of each joint venturer.

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.

11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing:_____

12. The authority of each joint venturer to commit or obligate the other:_____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority

firm or the joint venture: _____

_____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

Name	Race	Sex	Financial Decisions	Supervision Field Operation
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

_____
(Company)

Date:_____ _____
(Signature of Affiant)

_____
(Printed Name)

State of_____**:**

County of_____**:**

On this _____ **day of** _____**, 20**___**, before me, appeared** _____**, the undersigned officer, personally appeared** _____ **known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein**

contained.

EXHIBIT – G 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:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: $_____
TOTAL AMOUNT REQUISITION TO DATE: $_____
TOTAL AMOUNT REQUISITION TO DATE: $_____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	**Description of Work**	**Contract Amount**	**Amount Paid To Date**	**Amount Requisition This Period**	**Contract Period Starting Date**	**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) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF 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 Contractor 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.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.

2. The contractor shall provide the applicable details of every entry level job in writing within the required form.

3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

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. Respondents shall submit with the bid/proposal 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 as described in the bid. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

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	$1,000,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	$1,000,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	$1,000,000.

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. **LIQUOR LIABILITY**
(Required if alcoholic beverages are provided/served) Limits - $1,000,000

5. **UMBRELLA LIABILITY**
(In excess of above noted coverage's) Each Occurrence - $5,000,000

6. **FIDELITY BOND and CRIME**
(Employee Dishonesty) (Theft) Each Occurrence - $100,000
Above to include 3rd Party Coverage

7. **EMPLOYMENT PRACTICE LIABILITY** Each Occurrence - $1,000,000
Above to include 3rd Party Coverage

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to 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 the Owner and all other parties required of the Contractor/Vendor shall be included as insured's on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insured's. This insurance for the additional insured's 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 Insured's.

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 – Department of Purchasing & Contract Compliance
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 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 t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extend permitted by 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's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

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 Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:_____ SIGNATURE:_____

NAME:_____ TITLE:_____ DATE:_____

SECTION 8
SAMPLE CONTRACT

[Insert Sample Contract following this page]

SMLCMRC

FULTON COUNTY

Vision

People *Families* *Neighborhoods*

Mission

To serve, protect and govern in concert with local municipalities

Values

People
Ethics
Innovation
Customer Services
Resource Management
Equal Opportunity

CONTRACT DOCUMENTS FOR

PROJECT NUMBER

PROJECT TITLE

For

DEPARTMENT NAME

SAMPLE

Index of Articles

ARTICLE 1. CONTRACT DOCUMENTS
ARTICLE 2. SEVERABILITY
ARTICLE 3. DESCRIPTION OF PROJECT
ARTICLE 4. SCOPE OF SERVICES
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 CONTRACTOR
ARTICLE 18. RESPONSIBILITY OF CONSULTANT
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. NON-APPROPRIATION
ARTICLE 42. WAGE CLAUSE

CONTRACT AGREEMENT

Consultant: ***[Insert Consultant Name]***

Contract No.: ***[Insert Project Number and Title]***

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

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

Facsimile: ***[Insert Consultant Facsimile #]***

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]** to provide professional consulting services in Georgia, hereinafter referred to as **"Consultant".**

WITNESSETH

WHEREAS, County through its ***[Insert User Department Name]*** hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Consultant to perform ***[Insert project description/services to be provided***, 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: Office of Contract Compliance Forms;
IX. Exhibit G: 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 Policy and Procedure 800-6 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 ***[Insert project description]***. 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 SERVICES**

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 Services.

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 Services, 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 Policy 800-6, 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**

[Insert contract term and any renewal options]

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 ***[Insert amount approved by BOC]***, which is full payment for a complete scope of services.

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 subcontractor performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors 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 Fulton County [insert user department name] designated representative. 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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Consultant shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision [insert user department name] of the 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 Services 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.

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 CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor 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**

The Consultant shall indemnify, defend and hold harmless the County, its officers, agents, employees and successors and assigns from and against any and all liability, loss, damages, claims, suits, liens, and judgments including attorneys fees, of whatever nature, including claims for contributions and/or indemnification, for injuries to or death or any person or persons, or damage to property or other rights of any person or persons caused by (1) any failure by the Consultant to perform its obligations under this Agreement; (2) the negligent, intentional or willful misconduct of the Consultant or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Agreement; (3) Consultant's fault; or (4) the performance of the Consultant's obligations under this Agreement. The Consultant shall also indemnify the County to the extent provided elsewhere in this Agreement. To the extent there is a determination that Consultant has acted as an agent of the County, the Consultant is specifically excluded from the term "agent" mentioned in the previous sentence, such that Consultant will be required to comply with the requirements of this Article. Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall also included but not limited to any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of produce or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Consultant shall not indemnify or hold harmless the County for the sole acts or omissions of employees or officers of the County. Consultant further agrees to protect, defend, indemnify and hold harmless County, its officers, agents and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employees of Consultant. These Consultant indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of 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 [insert user department name].

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 subcontractor 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 ***[Insert User Department Representative for project]***. 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 ***[Insert User Department Representative for project]*** , 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 or ***[Insert User Department Representative for project]***. 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 three 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 subcontractor, 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:

[Insert User Department Representative Position for project]
[Insert User Department Address
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

With a copy to:

Fulton County Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 730-5800
Facsimile: (404) 893-6273
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

[Insert Consultant Representative for project]
[Insert Consultant Address]
Telephone:
Facsimile:
Attention: ***[Insert Consultant Representative for project]***

ARTICLE 35. **JURISDICTION**

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 that state. 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 subcontractor, 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: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately 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: Consultant shall submit all invoices in original and one (1) copy to:

[Insert User Department Representative Position for project]
[Insert User Department Address]
Atlanta, Georgia 30303
Telephone:
Facsimile:
Attention: ***[Insert User Department Representative for project]***

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

Optional: [A narrative of one (1) page only, listing the scope of services billed for shall accompany each invoice.]

County's Right to Withhold Payments: The County may withhold payments 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. The County shall promptly pay any undisputed items contained in such invoices.

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 an in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. **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 42. **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.

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

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name
Insert Department Head Title]

CONSULTANT:

[Insert Consultant COMPANY NAME]

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

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ADDENDA

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

DRAFT

EXHIBIT A

GENERAL CONDITIONS

Instructions for Users: Insert any General Conditions that were in the solicitation document behind this cover sheet.

Example: "Fulton County Purchasing Department Request For Proposal (RFP) General Requirements".

SAMPLE

EXHIBIT B

SPECIAL CONDITIONS

Instructions for Users: Insert any Special Conditions that were in the solicitation document behind this cover sheet. If no Special Conditions were required, on a separate page behind this cover page please use the following language:

No Special Conditions were required for this Project

DRAFT

EXHIBIT C

SCOPE OF WORK

Instructions for Users: Insert the detailed Scope of Work to be provided by the Consultant behind this cover sheet.

EXHIBIT D

PROJECT DELIVERABLES

Instructions for Users: Insert any Project Deliverables to be provided by the Consultant behind this cover sheet.

APPROVED

EXHIBIT F

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.

SAMPLE DRAFT

EXHIBIT G

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)

SECTION 9
EXHIBITS

- Exhibit 1 – Required Submittal Checklist
- Exhibit 2 – Food Service Specifications
- Exhibit 3 – Food Service Equipment provided by Fulton County

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

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 *Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit*	
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	Executive Summary Project Plan/Understanding of Task Qualifications of Key Personnel Relevant Project Experience/Past Performance Contractor Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire Cost Proposal	
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 Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	

EXHIBIT 1

Required Proposal Submittal Check List for Request to Proposal (RFP)

	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)	

Exhibit 2

FOOD SPECIFICATION

Service Standards Specifications

(1) Temperature:

Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit).

(2) Garnish/Merchandising:

All food shall be garnished for attractive presentation whenever possible. Serving stations, salad bars and food display areas shall be decorated at all times with seasonal displays, flowers, etc. Food items at the service stations and salad bars shall be readily identifiable with attractive and individual labels.

(3) Food Freshness:

Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served. The Offeror shall adhere to the general food service industry guide: "If you are not willing to purchase or consume the product yourself, it should not be displayed". State Entity has the final say in determining this state of freshness where disputes occur.

(4) Product Availability:

All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the board operations stations 15 minutes after the closing of service hours to allow late students to be served.

(5) Accompaniments/Condiments:

Certain food accompaniments shall automatically be served with some dishes and placed in the condiment section. Examples include applesauce with pork, cranberry sauce with turkey, and tarter sauce and lemons with fish. Other accompaniments such as sauces, sugar, cream, ice, and butter will be placed as close to corresponding food or beverage as possible.

(6) Display and Serving Area:

Appearance Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors. Partially used and broken items shall be promptly removed from the area.

B. Food Procurement Standards Specifications:

Exhibit 2

FOOD SPECIFICATION

(1) Basic Specifications

Food purchased by the Offeror for use at the State Entity shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:
• Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard:

• Pork and Lamb – USDA Grade A (#1);
• Poultry – USDA Grade A;
• Seafood – USDA Grade A;
• Eggs – USDA Grade A (Large or Medium);
• Dairy Products – USDA Grade A;
• Frozen Foods – USDA Grade A Fancy;
• Fresh Produce – USDA #1 Quality;
• Canned Foods – USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;

• Cheeses such as Cheddars, Swiss and Monterey Jack shall be all natural, non processed, when served as a prime ingredient in an entrée, a sandwich ingredient and sandwich spreads. American Process Cheese may also be served as a sandwich ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non□entrée foods;

• Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;

• Veal and Pork steaks shall be solid meat portions – un□breaded and not pre□formed from chopped or ground meat

• Frankfurters/Hot Dogs – maximum 8 per pound, all beef. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements; and

• Processed lunchmeats such as bologna and salami shall be a quality "all beef" or turkey product.

(2) Specific Meat Specifications

All meat cuts shall be in accordance with U.S.D.A. I.M.P. specifications. The indicated grades are intended as minimum standards only, and the Offeror is encouraged to exceed these minimums wherever possible. All other foodstuffs not included in the above categories shall be of comparable quality.

(3) Government Regulations/Grading

Purchase of food, supplies and equipment shall meet requirements of the United

FOOD SPECIFICATION

States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, the Contractor must provide the State Entity with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

(4) Right to Inspect

The State Entity reserves the right to periodically inspect the Offeror's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

(5) Product & Brand Preferences

The Contractor must take under advisement the wishes of the State Entity regarding product and brand preferences, use of state products, organic and local (in state) vendors when costs are not significantly increased.

(6) Local Preference

It is desirable to purchase locally produced products to assure freshness and reduced environmental cost of transportation. The county values engagement in the community and region in which it is located and views purchase from area vendors as an affirmation of this engagement.

C. Acceptable Food Preparation Standards Specifications

(1) Off Site Preparation:

a. The general policy shall be to do on-premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook to order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature and overall quality can be maintained during serving hours. Minimization of pre□prepared food items is desirable.

b. The Contractor onsite management must have the ability to alter recipes for reduction of certain ingredients especially salt, fat, and sugar.

(2) Frozen Meat Products:

Ground beef patties shall not be grilled in the fully frozen state and shall be cooked to a minimum temperature of 165 degrees Fahrenheit.

(3) Standardized Recipes:

FOOD SPECIFICATION

Recipes standardized for quality, yield, cooking procedures, serving containers, utensils, and portion size shall be used in all production units.

(4) Leftovers:

a. Leftover foods shall be kept to a minimum and refrigerated as necessary in shallow pans after each meal, properly covered, labeled with product name and date and used promptly.

b. All leftovers which require refrigeration shall be stored in one location, labeled and dated.

c. Leftovers cannot be frozen and shall be served as an extra selection within 24 hours. Under no circumstances should leftovers be used to replace any approved menu selection.

(5) Baking Off Premises:

a. Bakery items shall be made on premises whenever feasible. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are "homemade."

b. Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.

(6) Vegetable Vs Animal Fats:

Vegetable shortening rather than animal shortening must be used for food prepared onsite. The Offeror is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.

(7) Vegetarian and Vegan Cooking:

Vegetarian and vegan menu items should not be cooked in the same fat, sauce or other cooking medium (to include the use of grill top and deep fat fryers) as the non-vegetarian and vegan items.

The following represent the minimum acceptable food standards:
Food served or sold must meet or exceed the following standards:

a. Beef Products

1) All lunch meats and frankfurters must be a least all meet products and Grade A.

FOOD SPECIFICATION

2) Ground Beef – all ground beef must be a least USDA Choice Beef. The mixture on ground beef shall not fall below 80% lean.

3) All other beef (steaks and etc.) must be at least USDA Choice.

b. Pork Products:
All pork products must be USDA Selection No. 1.

c. Lamb:
All lamb products must be at least Choice or AA.

d. Poultry:
All poultry must be Grade A.

e. Fruits and Vegetables:
1) Fresh fruits and vegetables – US No. 1
2) Frozen fruits and vegetables – US Grade A
3) Canned vegetables – US Grade A Fancy
4) Canned fruit – US Grade B Choice

f. Dairy Products:

All milk, cream, chocolate dairy drink, skim milk, butter-milk, or frozen milk products, must be produced, handled and pasteurized in conformity with and in accordance with provisions of the United States Public Health Service and in accordance with any future upward divisions of the recommended ordinance and code. All dairy products, cheeses, etc. must be USDA Grade A.

g. Fish:

USDA Grade A or Certified; or, individually quick-frozen.

h. Canned Soups – 95 Score
i. Eggs (minimum of medium) – US Grade A
j. Butter – Grade A (Top Score)

Exhibit 3

JUVENILE COURT EQUIPMENT

No.	Description	Manufacturer	Model Number	Serial Number	Quantity
1	Ice Machine	Kenmore	89489 W pump 1901	EP2620700	2
2	Fire Extinguisher	Amerax	B451016		40
3	Refrigerated Cold Well	APW Wyott			
4	Hot Food Well	APW Wyott			
5	Convention Oven	Biodgett			
6	Convention Steamer	Cleveland			
7	Table Top Electric Skillets	Cleveland			
8	Cool Zone Electric Fryer	Frymaster			
9	Gas Range Fryer & Broiler	Garland			
10	Kitchen Ventilation System	Grease Master			
11	Dishwasher	Hobart			
12	Slicer	Hobart	2612	581-166-186	
13	Mixer	Hobart			
14	Upright Dell Case	Hussmann			
15	Walk-In Cooler & Freezers	Kalpak			
16	Ice Machine	Manitowoc	S570	020720390	
17	Mini Conveyer Toaster	Merco Svory			
18	Food Processor	Robot Coupe			
19	Ice & Beverage System Carbonwater	Servend			
20	Refrigeration Reach In & Roll In	Traulsen & Co. Inc			
21	Pizza Prep Table Model Refrigeration	Traulsen & Co. Inc			
22	Gas Griddle	Vulcan			

JUVENILE COURT EQUIPMENT

23	Gas Range	Vulcan			
24	Microwave Oven	Whirlpool			