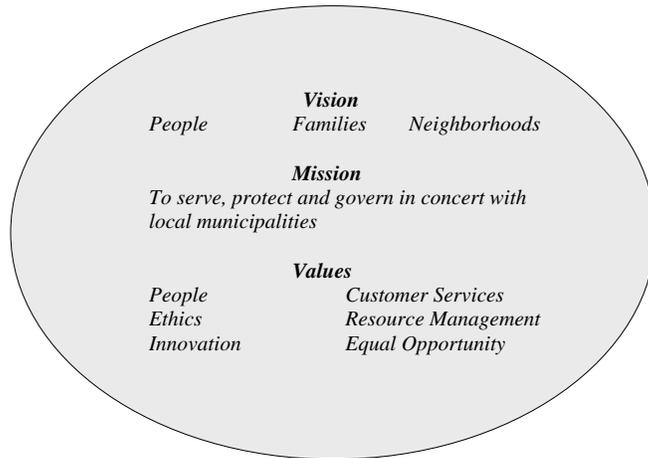




FULTON COUNTY



REQUEST FOR PROPOSAL NO. 10RFP74944A-CJC

Comprehensive Nutritional Care Program

For

Human Services

RFP DUE DATE AND TIME: Thursday, October 21, 2010 11:00 A.M.
RFP ISSUANCE DATE: September 14, 2010
PRE-BID CONFERENCE DATE Thursday, September 30, 2010 at 10:00am
PURCHASING CONTACT: Charlie Crockett at (404) 612-5807
E-MAIL: charlie.crockett@fultoncountyga.gov

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

**REQUEST FOR PROPOSALS
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SECTION 1 INTRODUCTION

1.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to identify a vendor that will supply products and services for the administration, coordination, and implementation of the Older Americans Act, Title III-C Nutrition Program for the senior citizens of Fulton County

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for the **Comprehensive Nutritional Care Program**.

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 Comprehensive Nutritional Care Program to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

1.2 DESCRIPTION OF THE PROJECT

This project involves the preparation & distribution of low cost, nutritionally balanced meals, which meet the requirements of the Older Americans Act and the Dietary Guidelines published by the Secretaries of Health & Human Services and the Agriculture and the RDA's. These meals will be served in a congregate setting, delivered to the home of the client, and provided in the form of a shelf-stable meal. This project will also require monthly Nutrition Education sessions at the Senior Centers and Nutritional Counseling as needed.

1.3 COUNTY OBJECTIVES

The following are the County Objectives for this project:

- Reducing hunger and food insecurity
- Promoting socialization of older individuals; and
- Promoting the health and well-being of older individuals by assisting such individual to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

1.4 Purchasing the RFP

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

1.5 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".

1.6 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on **Thursday, September 30, 2010 at 10:00 A.M.** in the Bid Conference Room of the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are 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.

1.7 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 **Thursday, October 21, 2010 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.

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

1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, **Charlie Crockett, Assistant Purchasing Agent, 130 Peachtree Street, Suite 1168, Atlanta, GA 30303, or call direct at 404-612-5807, Fax to 404-893-1737 or email charlie.crockett@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 PROPOSERS

2.1 PROCUREMENT PROCESS

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

2.2 CONTRACT DEFINITIONS

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

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

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

County – Fulton County Government and its authorized representatives.

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

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

Owner – Fulton County Government

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

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

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

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, October 8, 2010 at 5:00p.m.**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

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

Fulton County Department of Purchasing & Contract Compliance
Attn: Charlie Crockett, CPPB, APA
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta GA 30303
Email: charlie.crockett@fultoncountyga.gov
P: (404) 612- 5807 F: (404) 893-1737

RE: 10RFP74944A-CJC, Comprehensive Nutritional Care Program

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

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

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF CONTRACT

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

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2011, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2011. 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 three (3) 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, 2012 and shall end no later than the 31st day of December, 2012. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2013 and shall end no later than the 31st day of December, 2013. 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 PROPOSERS

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

2.9 RESERVED RIGHTS

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

2.10 APPLICABLE LAWS

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

2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS

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

2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS

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

2.13 ACCURACY OF RFP AND RELATED DOCUMENTS

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

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

2.14 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and 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 Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as

confidential may result in the Proposer being deemed non-responsive to this RFP.

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

2.16 COUNTY RIGHTS AND OPTIONS

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

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

and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.

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

2.17 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

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

Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.18 TERMINATION OF NEGOTIATIONS

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

2.19 WAGE CLAUSE

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

2.20 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's 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 Proposer will report directly to the ***Fulton County Department of Housing and Human Services / Office of Aging***, or designated representative.

2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

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

See Section 5, Proposal Forms for declarations and affidavits.

2.23 AUTHORIZATION TO TRANSACT BUSINESS

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

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

2.24 RIGHT TO PROTEST

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

2.25 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 Offeror's 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 Offeror's 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 Offeror 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 Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
15. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting

the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
17. The successful Offeror 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. Offerors 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 Offeror 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, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.
21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.
22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
23. Successful Offerors 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 an Offeror 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 Offeror 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 Offeror 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. Offers from Joint Ventures that do not include these documents will be rejected as being “non-responsive”.
32. Any Offeror 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 **Thursday, October, 21, 2010** at **11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #10RFP74944A-CJC
Fulton County Department of Purchasing & Contract Compliance
Public Safety Building
130 Peachtree Street S.E. Suite 1168
Atlanta GA 30303**

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

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

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

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 10RFP74944A-CJC, Comprehensive
Nutritional Care Program
Project # and Title
[Technical or Cost Proposal]
Proposer's Name and Address**

3.1.2 Number of Copies

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked “Original” and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

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

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

3.3 SCOPE OF WORK

The project involves:

- Low cost, nutritionally balanced meals, which meet the Dietary Guidelines for Americans, published by the Secretaries of Health and Human Services and Agriculture and the RDA’s (which are now included in the DRI’s) established by the Food and Nutrition Board, Institute of Medicine of the National Academy of Sciences. The meals must provide at least one-third of the Recommended Daily Allowances (RDA/DRI’s) for older persons 55 years and older. These meals may be served in a congregate setting, delivered to the home of the client, or provided in the form of a shelf-stable meal for weekend or emergency uses by participants in the congregate, adult day, and home-delivered programs, or a combination of such meal types. The nutritional content of therapeutic/modified meals may vary according to the type diet prescribed. Meals served include the following for each program area:
 - Congregate Meals
 - Neighborhood Senior Centers

- Meals per day: 500-600
 - Current Number of Participants: 1,222 (April 2010)
 - Lunch-Monday through Friday **must include a choice of at least 2 entrees.**
 - Shelf-Stable Meals (2 per Participant-2 or 3 times per year)
 - Adult Day Programs
 - Meals per day: Breakfast – – 95-100
 - Lunch – – – 115-125
 - Snacks – – –150-170
 - Current Number of Participants: 112 (April 2010)
 - Breakfast-Monday through Friday
 - Snack-Monday through Friday
 - Lunch-Monday through Friday **must include a choice of at least 2 entrees.**
 - Shelf-Stable Meals (2 per Participant-2 or 3 times per year)
 - Home Delivered Meals
 - Meals per day: 1,050 -1,150
 - Current Number of Participants: 1,426 (April 2010)
 - Lunch-Monday through Friday (weekend Lunches are provided by special order of the Case Manager. Weekend meals are delivered with the Friday meal in a frozen state for reheating by the client.) **These meals must include a choice of at least 2 entrees.**
 - Shelf-Stable Meals (2 per client-2 or 3 times per year)
- Nutrition Education provided to congregate and home delivered meal participants to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants and/or caregivers in an individual setting presented by a Registered Dietician, Licensed in the State of Georgia.
- Nutritional Counseling provided to congregate and home delivered meal participants to provide individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use (or to their caregivers). Counseling is provided one-on-one by a Registered Dietician, and addresses options and methods for improving nutrition status.
- Nutritional Health Screening provided to congregate and home delivered meal participants to administer standard examinations, procedures, or tests for the purpose of gathering information about a participant to determine the need for healthcare services. Information selected may include health

- status, nutrition status, financial status, status of ADL's and IADL's, as well as routine health screening (blood pressure, hearing, vision, and diabetes).
- Menu Planning to develop quarterly menu cycles soliciting the input of Fulton County staff, program participants, and senior center staff. The successful vendor must schedule and host Quarterly Menu Planning meetings that promote and include the participation of County staff, program participants, and senior center staff. Space may be made available at County facilities to accommodate participation of program participants.
 - Food Service Training to ensure proper re-heating procedures at all service sites. The successful vendor must conduct training for senior center and adult day food service staff on proper re-heating procedures, including regularly scheduled refresher sessions to ensure that meals are heated and served properly.

I. MEAL DESCRIPTION

Compliance with the following Program Legislation, Regulations, Program Standards and/or Guidelines is mandatory

1. Older Americans Act (Appendix A)
2. Dietary Guidelines for Americans (Appendix B)
3. Georgia Department of Community Health Food Service Rules (Appendix C)
4. Georgia Department of Human Services Program Guidelines for Nutrition Services (Appendix D)
5. Other requirements as outlined in this RFP, and in the Meal Specifications (Appendix E)
6. Other rules, regulations, standards, and transmittals promulgated by the State of Georgia, the Area Agency on Aging, or Fulton County.

Congregate Meals

Congregate Meals are served 5 days per week at identified senior centers (Appendix F) no fewer than 250 days per year. The congregate meals must be delivered to the Senior Centers listed on Appendix F chilled (40 degree or below) in steam table pans between the hours of 8:30 a.m. and 10:30 a.m. The number of meals to be provided is an approximate number and may be less or more depending on funding.

- Congregate Meals to be provided, annually: 206,000 (Includes Adult Day Lunch/Breakfast)
- Number of Adult Day Snacks to be provided, annually: 42,500

Home Delivered Meals

Home Delivered Meals must be packed in individual microwavable and conventional oven-safe containers and delivered chilled to designated distribution points (Appendix G) between the hours of 8:30 a.m. and 10:00 a.m. no fewer than 250 days per year. The number of meals to be provided is an approximate number and may be less or more depending on funding.

- Home Delivered Meals to be provided, annually: 287,500

Federal and state regulations require that special and therapeutic/modified diets must be available. The definitions for these diets are as follows:

- Special - modification of the regular menu to meet religious and/or ethnic need(s).
- Therapeutic/modified diet - a normal diet altered to meet requirements under different conditions of health or disease. The diet may be modified in consistency, content (calories, carbohydrates, protein, fat, sodium, or specific nutrients), and flavor, methods of preparation or service and frequency of feeding. Therapeutic menus must be planned by a registered and licensed dietitian. Food vendor **must state the name and license number of the dietitian retained by Vendor to plan therapeutic and regular meals.**

The successful food vendor must have the capability to provide meals that meet the requirements of the following types of diets:

- **Regular:** This diet provides at least 1/3 of the DRIs/RDA's as established by the Food and Nutrition Board of the National Academy of Science Research Council.
- **NAS** (No added salt) - A regular diet without added salt or high sodium food items.
- **NCS** (No concentrated sweets) - A regular diet without concentrated sweets or sweetened beverages.
- **Mechanical soft:** This diet is designated to minimize the amount of chewing necessary to ingest food. It also restricts foods that may irritate the mouth or throat.
- **2 grams sodium:** this diet is designated for clients who cannot have more than 2000mg. Of sodium per day.
- **Renal:** (60 grams of protein, 2 grams sodium, 2 grams potassium) – This diet is for clients who have chronic renal insufficiency or other renal problems.
- **Vegetarian:** This diet will vary depending on the request.

OTHER MEALS

Picnic meals: Meals to be consumed while seniors are away from the site. Picnic meals are not heated and must be delivered to designated senior centers individually packed and shipped in temperature retaining containers. These meals must meet the 1/3 DRI/RDA requirements.

Snacks: Snacks are served daily in the Adult Day program. Snack must be approved by the Fulton County Public Health Nutritionist as part of the standard menu planning process.

Shelf-stable meals: Meals that will be stored by the client for emergency use, in the case that conditions prevent the regular delivery of the standard meal. These meals must meet the DRI/RDA requirements and have a shelf-life of no less than six months.

All meals served must meet the current 1/3 of the RDAs/ Adequate Intakes, the 200 Dietary Guidelines for Americans, as these reflect the most recent scientific evidence and provide the best known guidance for meeting the nutrition needs of older adults in America. Additionally, the meals must adhere to the Georgia Department of Human Services' Congregate and Home-Delivered Meal Standards.

3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT

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

The Technical Proposal shall be arranged and tabbed by Section Numbers and Titles. Each section shall include the content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).
3. Name, address, telephone number, and e-mail address of one (1) individual to whom all future correspondence and/or communications will be directed.
4. Include a brief statement of your approach to the work, understanding of the project's goals and objectives, and demonstrated understanding of the project's potential problems and concerns.

Section 2 – Project Plan

1. The Project Plan must address the management approach in completing the work identified in Section 3.3 Scope of Work. At a minimum, the plan must identify all major tasks, how the major tasks will be accomplished, and planned reviews of work. Describe methodologies including best practices and benchmarks to be used, where applicable.
2. Specifically address the following

A. Food Service Management

- i. Kitchen Facility: Location and brief description of the facility where meals will be prepared and include information about kitchen capacity and status of equipment (equipment available; age of equipment; plans for replacement.)
- ii. Menu Planning: Briefly describe the menu planning process and who will be responsible for planning the menus.
- iii. Food Preparation: Briefly describe the proposed food preparation system (e.g. hot meals prepared daily vs. Meals prepared a day ahead and chilled/frozen). Include information about the time frames for meal preparation.
- iv. Food Packaging System: Briefly describe the proposed food packaging system; specify brand names of materials/products used.
- v. Food Purchasing System: Describe your food purchasing system, indicating procurement process used (i.e., competitive sealed bid vs. informal bid). Attach copies of your advertisement for potential contracted food suppliers and include sample agreements with food suppliers, if available.
- vi. Food Safety: Briefly describe the food handling system in place for procurement, food storage, food preparation and food delivery and how you plan to handle emergencies.
- vii. Food Delivery System: Describe the proposed food delivery system, including the number and types of vehicles used, types of equipment used to transport food items, a proposed delivery schedule for all sites, and a proposed back-up plan.

B. Nutrition Education

- i. Describe your plan to provide nutrition education, as described in the introduction of this RFP. Include the organization of the nutrition education unit, and qualifications of staff.
- ii. Curriculum Planning: Describe your method of curriculum development for nutrition education.
- iii. Frequency: Describe the frequency of Nutrition Education sessions at each Neighborhood Senior Center site (Must be at least once per month).
- iv. Describe your plan to involve caregivers in the Nutrition Education plan.
- v. Describe your plan to provide nutrition education for home delivered meals recipients.

C. Nutritional Counseling/Nutritional Health Screening

- i. Describe your plan to provide nutrition counseling as described in the introduction of this RFP. Include the organization of the nutrition counseling unit, and qualifications of staff. (Note: At risk individuals will be initially identified by Center Managers, Program Coordinators, or Case Managers.)

- ii. Nutritional Health Screening should be provided for individuals referred for nutritional counseling to verify the need for nutritional counseling and track progress. Describe your method and assessment tools for conducting such screening.
- iii. Describe your method of involving caregivers in the counseling process.
- iv. Describe your discharge process for individuals who have positively responded to the nutritional counseling.

Section 3 – Project Team Qualifications/ Qualifications of Key Personnel

1. A staffing pattern, including Job Titles and Job Descriptions
2. An organizational chart
3. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
 - Each resume should be limited to no more than two (2) pages per person and be organized according to the following:
 - Name and Title
 - Professional Background
 - Current and Past Relevant Work Experience

Section 4 – Relevant Project Experience

Identify three (3) projects where the Proposer has administered comparable programs to the Fulton County program described herein within the past three (3) years. Such entities could include direct services, or contractual agreements with counties or non-profit agencies. 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(s) 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 – Proposer 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) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- (4) Identify any evidence of access to a line or letter of credit.

Section 6 - Availability of Key Personnel

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

Section 7- Location of Firm

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

Section 8 – Disclosure Form and Questionnaire

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

Section 9 – Cost

The unit rates of each respondent will be totaled and divided by the number of meal types requested to determine the respondents' average unit rate. The respondent with the lowest average unit rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average unit rates will be divided into the lowest average unit rate and multiplied by 10, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

Lowest cost submitted

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

3.5 COST PROPOSAL FORMAT AND CONTENT

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

Section 1 - Introduction

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

Section 2 - Completed Cost Proposal Forms

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

The proposal must be submitted on a unit cost basis with one unit representing one meal. The Food Vendor must indicate any additional cost associated with the meals that will be charged to the program, e.g., additional equipment at each delivery site, utilities, etc. Costs associated with Nutrition Education and Counseling should be captured as “Other Direct.” Separate price information must be submitted on forms provided (see Appendix H) for the following meal types:

PRICING FORM						
CATEGORY	Chilled Congregate Meals (Bulk)	Chilled Home-Delivered Meals (Individually Packaged)	Frozen Meals (Individually Packaged)	Picnic Meals	Shelf-Stable Meals	Therapeutic Modified Meals
	150,000 Estimated Meals	230,000 Estimated Meals	10,400 Estimated Meals	10,250 Estimated Meals	10,500 Estimated Meals	57,500 Estimated Meals
Raw Food (Cost of Milk)						
Labor						
Food Delivery						
Disposables						
Equipment						
Utilities						
Other/Direct						
Administrative						
Profit						
Total Per Meal Cost						
Total Annual Cost						

**The meal estimates are subject to change due to funding and demand.*

Total Annual Base Bid Amount\$ _____

**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	30%
Qualifications of Key Personnel	15%
Relevant Project Experience	10%
Financial Responsibility	5%
Availability of Key Personnel	10%
Past performance on previous contracts	5%
Disclosure Form and Questionnaire	5%
Local Preference	10%
Cost Proposal	10%
TOTAL POINTS	100%

Points will be awarded in each category based upon meeting or surpassing minimum requirements, innovative or creative program implementation, feasibility or soundness of proposed program implementation and back-up plans, and convenience for the County and program participants.

For example, a proposal that meets all minimum requirements in Project Plan may receive 15 of the 30 allowable points. A vendor that proposes value added enhancements to the minimum requirements may receive additional points for innovation and surpassing minimum requirements.

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. Proposers 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

5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

5.2.1 Certification Regarding Debarment

Proposer 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.

5.2.2 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.

5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

5.2.5 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, 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.

5.2.6 Georgia Security and Immigration Subcontractor Affidavit

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

5.2.7 Professional License

Proposer 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 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 statutes 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) # _____, 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;
 - (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

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

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

Circle One: YES NO

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

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

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must

be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM 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. The affidavit should be executed by Contractors with 100 or more employees.

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)

SECTION 6
CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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. 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.

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 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. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

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 on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within 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.

6.2 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.

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

- Exhibit G – Prime Contractor's Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F 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 owing 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/proposer **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.

EMPLOYEES

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check 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)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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)

Nortary: _____
 My Commission Expires: _____

Date: _____

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

**SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions
Food Services**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. 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 insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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

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

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

Fulton County Government – 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 to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent 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**

**Contract between the Fulton County Board of Commissioners
And**

THIS CONTRACT, entered into this 1st day of _____, by and between FULTON COUNTY (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and _____ (hereinafter “Contractor”), a non-profit corporation organized and existing under the laws of the State of Georgia.

WITNESSETH

WHEREAS, County, through its Human Services Department/Office of Aging, has developed a comprehensive and coordinated services delivery system to serve older person in Fulton County;

WHEREAS, this comprehensive system is designed to secure and maintain maximum independence and dignity within a home environment for older persons capable of self care with appropriate supportive services;

WHEREAS, this comprehensive system is further designed to remove individual and social barriers to economic and personal independence for older persons and to provide specified services to eligible individuals who reside in Fulton County;

WHEREAS, the County, by and through its Human Services Department has determined that this need can best be met by retaining the services of an independent Contractor;

WHEREAS, County, and Contractor desire to enter into an Agreement for the provision of such services;

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

ARTICLE I
CONTRACTOR'S SERVICES

1.0 County retains Contractor, and Contractor accepts retention by the County to render the services as hereinafter defined and required; to perform such services in the manner and to the extent required by the parties herein; and as many be hereafter amended or extended in writing by mutual Agreement of the parties.

1.1 _____ represents that he/she is authorized to bind and enter into Contracts on behalf of Contractor.

1.3 Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith immunity.

ARTICLE II
SCOPE OF CONTRACTOR'S DUTIES

2.0 Upon execution of this Agreement by all parties, Contractor shall commence providing services as outlined in **Attachment "A"** of this Contract.

ARTICLE III
COMPENSATION FOR SERVICES

3.0 Compensation will be based upon the Fee Schedule outlined in **Attachment "B"** of this Contract, not to exceed \$ _____, to purchase up to _____ meals.

3.1 Method of Payment

The following method of payment shall be followed:

- A. On or before the third (3rd) calendar day of the month following the month for which actual reimbursement is requested, Contractor shall submit invoices to the County's Human Services Department/Office of Aging Division, in a form acceptable to County.
- B. The final request will be the request submitted on or before the sixth (6th) day following the Contract completion date or termination date. In the case of permitted adjustments, the adjusted report, to be received by County on or before the tenth (10th) day after the Contract completion date, will be the final request.
- C. Audits – Contractor shall cause audits to be accomplished in a manner consistent with 41 CFR-29-70 or 45 CFR-74, as appropriate. Copies of all or the reports resulting from said

audits shall be furnished to County no later than thirty (30) days after they are received by Contractor.

3.2 Contractor agrees to allow County to audit its invoices for payment. In the event that there is an incorrect expenditure of any kind as determined by County, Contractor agrees to allow County to immediately deduct the amount of the incorrect expenditure from any future payments to Contractor. In the event, no more payments are due to Contractor, Contractor agrees to fully and promptly reimburse County for the incorrect expenditure after five (5) days written notice.

ARTICLE IV

INDEMNIFICATION

4.0 Contractor hereby agrees to defend, indemnify and hold harmless County, its Commissioners, officers, employees, and agents, from and against any and all losses; injury (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, its directors, officers, employees, subcontractors successor, assigns or agents of the Contractor, or otherwise in connection with its acceptance, or the performance, of its obligations under this Agreement.

ARTICLE V

TERM AND TERMINATION

5.0 This Agreement will remain in effect from January 1, 2011, until midnight December 31, 2011, unless terminated in accordance with the termination provisions of this Agreement. This contract may be renewed, subject to available funds, for four (4) consecutive twelve (12) month terms.

5.1 If through any cause, Contractor shall fail to fulfill its obligation under this Contract in a timely and proper fashion or in the event that any of the provisions or stipulations of this Agreement are violated by Contractor, County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of its intent to suspend or terminate this Agreement. If this Agreement is terminated pursuant to this paragraph, Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

5.2 Notwithstanding the above provisions County or Contractor may terminate this Contract at any time for any reason by giving written notice thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party of the intention to terminate the Contract. The termination shall become effective on the sixtieth (60th) day after the date of such written notice. If this Agreement is terminated pursuant to this paragraph, Contractor will be exclusively limited to receiving only the compensation for the work satisfactorily performed up to and including the date of the written termination notice.

5.3 County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis whenever necessary in the opinion of County, to avert a life-threatening situation or other sufficiently serious deficiency.

5.4 If any statute, rule or regulation is passed or any order is issued which materially increases the cost to Contractor of providing the services required hereunder, County and Contractor agree to negotiate in good faith whether additional compensation will be paid by County to Contractor as a result of such changes.

ARTICLE VI

INDEPENDENT CONTACTOR STATUS

6.0 Nothing contained herein shall be deemed to create any relationship other than that of an independent contact between County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors, subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of County. At all times during its performance hereunder, Contractor shall be considered as an independent Contractor and shall not become or be deemed to be an agent, servant, or employee of County.

6.1 Contractor acknowledges that any and all individuals supplied hereunder to provide the services required of Contractor shall be employees, Contractors, or agents of the Contractor. As between Contractor and County, Contractor will be responsible for providing fringe benefits for all fulltime employees to include all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due employees, Contractors, or agents of Contractor.

ARTICLE VII

MISCELLANEOUS

7.0 ASSIGNMENT; Neither party shall assign this Agreement without the prior express written consent of the other party hereto. Any attempted assignment by Contractor without the prior express written approval of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. County and Contractor each binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, Agreements and obligations contained herein.

7.1 IDENTIFICATION OF DOCUMENTS; All reports, surveys, and other documents completed as part of this Contract shall bear on the title page of such report, survey, or document, the following legend: **"Prepared by Contractor under Contract with Fulton County. The preparation of this (insert either "report" or "document," as appropriate) was financed in part by funds provided by Fulton County and Title III of the Older Americans Act through the Atlanta Regional Commission."** The date (month and year) in which the document was prepared shall also be shown.

7.2 NOTICE; All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

a. County:

Department of Housing and Human Services
137 Peachtree Street, SW
Atlanta, GA 30303
Attention: Director

b. Contractor:

Contractor Name
Street Address
City, State, Zip Code
Phone Number

7.3 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.

7.4 FORCE OF MAJEURE; Neither County nor Contractor 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, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed as to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

7.5 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.

7.6 COUNTY'S RIGHT OF INSPECTION; County shall have the right, at its sole discretion, to inspect and review the services provided by Contractor hereunder to determine their acceptability. County shall also have the right to review all of Contractor's records pertaining to this Agreement and Contractor agrees to properly maintain its records so as to allow County to audit its fees, standards, and services. Contractor shall make such records available to County's officials within seventy-two (72) hours written notice.

7.7 COOPERATION BY CONTRACTOR WITH COUNTY; Contractor shall maintain regular communications with County and the Human Services Department's Office of Aging Division, and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with Contractor's provision of services under this Agreement.

7.8 COMPLIANCE WITH APPLICABLE LAWS; Contractor shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the

services Contracted to be provided by Contractor hereunder or which in any manner affect this Agreement.

7.9 NO CONFLICT; Contractor represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner, or degree with the performance of its duties and obligations hereunder. Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20 et. Seq.), and the provisions of the Fulton County Code of Ethics (Section 23-9-1 et. Seq.), governing conflicts of interest of person doing business with County, as such provisions now exist or may be amended hereafter. Contractor represents and warrants that such provisions are not and will not be violated by this Agreement or Contractor's performance hereunder.

7.10 Contractor understands and voluntarily agrees to be bound by and abide by all of the requirements, terms, and conditions of the Contract by and between the State and Fulton County, commonly known as the Master Agreement. Contractor understands that copies of the Master Agreement are maintained at Fulton County Housing and Human Services Department/Office of Aging Division, 137 Peachtree St. SW., Atlanta, GA 30303 and are available for review by Contractor should he/she so desire.

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.

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”.

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

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.

EXHIBIT E

COMPENSATION

Instructions for Users: Insert the detailed Compensation to Consultant (payment to consultant providing service) behind this cover sheet.

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.

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**

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

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

Item #	Required Proposal Submittal Check List	Check (✓)
1	One (1) Proposal marked “ Original ”, five (5) CD’s	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	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	<p><i>PURCHASING Items below should match information requested in the Technical Proposal Format and Content of Section 3 of the RFP</i></p> <p>Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Location of Firm Disclosure Form and Questionnaire</p>	
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	
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)	
	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	
	Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

**APPENDIX A
Older Americans Act**

Although the Older Americans Act is due for reauthorization in 2011, the most recent reauthorization was approved in 2006. An unofficial compilation of the Older Americans Act, as amended in 2006 is available at the following website:

[http://www.aoa.gov/AoARoot/\(S\(h5yvib450i40kneu4wudqh55\)\)/AoA_Programs/OA/A/oa_full.asp](http://www.aoa.gov/AoARoot/(S(h5yvib450i40kneu4wudqh55))/AoA_Programs/OA/A/oa_full.asp)

APPENDIX B DIETARY GUIDELINES FOR AMERICANS

The Dietary Guidelines are jointly issued and updated every 5 years by the Departments of Agriculture (USDA) and Health and Human Services (HHS). They provide authoritative advice for people two years and older about how good dietary habits can promote health and reduce risk for major chronic diseases.

The 2005 Dietary Guidelines remain the current guidance until the 2010 Dietary Guidelines are published. The 2005 Dietary Guidelines are available for download at the following website:

<http://www.health.gov/dietaryguidelines/dga2005/document/default.htm>

APPENDIX C
GEORGIA DEPARTMENT OF COMMUNITY HEALTH FOOD SERVICE RULES

<http://health.state.ga.us/pdfs/environmental/Food/Rules/FoodServiceRules.pdf>

APPENDIX D
GEORGIA DEPARTMENT OF HUMAN RESOURCES PROGRAM GUIDELINES
FOR NUTRITION SERVICES

Nutrition Service Program Guidelines and Requirements are available at the following website.

[http://www.odis.dhr.state.ga.us/5000_agi/5300_HCBS/HCBS%20Manual/Ch%20304.d](http://www.odis.dhr.state.ga.us/5000_agi/5300_HCBS/HCBS%20Manual/Ch%20304.doc)
[oc](#)

APPENDIX E

MEAL SPECIFICATIONS

A. Serving Schedule

1. Number of Meals Required per Day

Vendor shall prepare proposal according to the following specified number of meals as listed (see Exhibits A & B).

The quantities of meals, locations, and days stated in Exhibits A & B are given as a general rule for bidding but are not guaranteed amounts. They represent the best estimate of meal ordering projections at this point.

2. Time Schedule

Meals must be delivered to the identified senior centers and home-delivered meal distribution points no earlier than 8:30 a.m. and no later than 10:30 a.m. of the day such meals are to be served. (See Exhibits A & B)

The purchaser has the right to purchase meals locally in the event the Vendor fails to deliver any meal, meals, or other food or supply item to the designated sites, or fails to deliver at the specified time and at the specified temperatures, or upon delivery the food is found to be spoiled, or damaged during delivery. The Purchaser will charge to vendor the actual cost of such substitute meal, meals, or other food or supply item, plus the actual expense incurred by the Purchaser in procuring such meal, meals, or other food or supply item. The Purchaser shall immediately provide a written request (invoice) to vendor detailing such expenses as the Purchaser claims for reimbursement. The replacement price of the meal will equal the calculated unit cost of the meals.

Vendor agrees to pay the reimbursement claims to the Purchaser promptly. Vendor will then charge to the Purchaser the agreed upon price for the quantity of meals that were actually delivered plus the quantity that were not delivered, but were replaced by the Purchaser as described above. The Vendor may not profit or gain by not serving meals in the case of a replacement meal costing less than the bidder price.

In the event the Purchaser is unable to procure any replacement meal, meals, or other food or supply item, the Purchaser will then make a deduction for the cost of each meal that did not comply with the specifications. In making meal cost deductions, the following

guidelines will be used, with the specified percentages based on the total contract cost of that meal as specified in the bid:

- Entree -- 50 percent
- Vegetable -- 20 percent
- Milk -- 10 percent**
- Dessert -- 10 percent
- Bread -- 5 percent
- Disposables/Condiments -- 5 percent

Additionally, the purchaser will make an additional deduction to equal the calculated unit cost of the meal.

Upon delivery of meals to each site, an authorized on-site representative of the County's Service Provider must sign a receipt (furnished by the Vendor) in triplicate, evidencing the time of the receipt of food. The Vendor must adhere to the attached delivery schedule (see Exhibit A & B).

3. Holidays on Which Congregate and Home-Delivered Meal Service is Not Required (See Exhibit C.)

B. Meal Standards

1. Menu Planning

The menus must be submitted by the Vendor to Fulton County's Registered Dietitian at least six weeks prior to planned implementation to allow adequate time for review and approval by the County Service Provider and/or Nutrition Site Council and the Area Agency on Aging (AAA) Registered Dietitian. Approved menus may not be modified without prior written permission from Fulton County's Registered Dietitian. The Vendor must supply sufficient copies of each approved congregate/home-delivered meal menu for posting at each senior center and each home-delivered meal distribution point. Each menu must show day of week and date for each meal. **Vendor must submit a copy of proposed four-week cycle menu and nutritional analysis with proposal.**

Menu planning must adhere to the following stipulations:

- a. Regular and Special Meals - The Vendor must agree in writing that all regular and special menus will be planned and written on a minimum four-week cycle by a registered dietitian. The Vendor must agree to meet with Fulton County's Registered Dietitian, AAA staff, and County Service Providers in order to change menus, as required, on a quarterly basis and to revise menus to accommodate participant preferences (ethnic and religious

background must be taken into consideration). Food Vendors must respond to the preferences and evaluations of the majority of the nutrition program participants within two weeks from date of receipt of a request from Fulton County's Registered Dietitian.

- b. Therapeutic/Modified Meals - The Vendor must agree that therapeutic/modified menus will be planned and written on a three-month cycle (optional four-month cycle) by a registered dietitian. The Vendor must submit the name and license number of the dietitian. The Georgia Dietetic Association Manual must be followed in planning therapeutic meals. Specific information related to therapeutic diets, such as number of calories, amount of carbohydrate (for diabetic diet) or amount of sodium (low sodium diets), must be provided along with the menu.
- c. The Food Vendor must have the capability of providing picnic and shelf-stable meals. Picnic and shelf-stable meals must meet one-third DRI/RDA requirements. Picnic meals must also meet temperature requirements as specified in DHR Standards. Prior written approval by the Fulton County's Registered Dietitian of picnic and shelf-stable meals must be received by the Food Vendor prior to serving and may not be changed by the vendor without written approval from Fulton County's Dietitian. Vendor must submit a written nutritional analysis of picnic and shelf-stable meals with the proposal. Additionally, a copy of the proposed menu for picnic and shelf-stable meals must be submitted with the proposal.
- d. The Vendor must agree to provide a written nutritional analysis of the regular menu during the contract period, including regular and modified meals, and special diets.
- e. The Food Vendor must also provide a monthly birthday cake and appropriate holiday meals for each senior center during each four-week menu cycle, as appropriate. The Food Vendor must submit menus and nutritional analysis for holiday meals with the proposal.
- f. Permission to make menu substitutions must be requested in writing by the Food Vendor two weeks in advance and must be approved in writing, before use, by Fulton County's Dietitian.
- g. The County will not be responsible for payment for unapproved substituted menu items, inadequate portions or meals or items not delivered at specified time and temperature standards, or meals damaged during delivery.

- h. The vendor must agree to provide meals for special functions such as quarterly breakfast, month of May meals, etc.

2. Meal Preparation Site(s)

The Vendor must specify in writing the location of meal preparation site(s) and give written permission for inspection by Fulton County's Licensed Dietitian, County Service Provider and/or a designated representative prior to awarding of the contract. The Department of Human Resources Health Department establishes standards for meal preparation sites. In order to test compliance with these standards, the proposal must describe the size of the preparation area, the amount of space available for freezer storage, the amount of space available for dry storage and the methods to be used in the cleaning of all storage, serving and transportation equipment. Vendors who prepare frozen/chilled meals on-site must be equipped with a blast freezer/chiller and other equipment necessary for safe food processing. Additionally, the Vendor must assure that written procedures for preparing frozen/chilled meals, based upon local, state, and federal standards, are posted in the kitchen where meals are prepared and processed. Frozen /chilled meals must be prepared and processed under the guidance/supervision of a Registered Dietitian or persons with comparable nutrition expertise. Once Fulton County has entered into a contract with the selected Vendor for FY'2004, Fulton County's Dietitian and The County Service Provider will retain the right to conduct periodic, unannounced inspections to the Food Vendor's meal preparation site(s) to insure that proper food handling procedures, sanitation, and health standards are being followed.

The County Service Provider and Fulton County's Dietitian reserves the right to inspect, examine and obtain such information as it may need to determine and satisfy itself, at its discretion, that the Vendor can meet the stipulations of the proposal (i.e. contacting previous clients).

3. Meal Pattern Requirements

a. Food Groups

- (1) **In addition to providing meals that meet the 2000 Dietary Guidelines and 1/3 of the RDAs/Adequate Intakes, the meal should emphasize foods high in fiber, calcium, and protein.** The selected foods must vary from day to day. The food items within the meat, vegetable, and dessert groups must be different for the same days of each week, thus providing a variety of foods and nutrients.
- (2) **Total DRI/AIs** amount must be served. (Refer to Dietary Reference Intakes for Older Adults). % requirements for protein, carbohydrates and fiber must be met.
- (3) **Meals planned and served must not contain more than 1,200 milligrams of sodium and 30% or less of calories from fat per meal. These amounts must be provided daily and must be included with the nutritional analysis.** Fresh meats and fresh and frozen vegetables must be used as much as possible to reduce the amount of sodium in meals served.
- (4) Whole grain/high fiber bread products must be served at least twice a week.
- (5) Foods must be selected, stored, and prepared to assure maximum nutritional content.
- (6) Foods must be attractive in color and texture, non-greasy, and appealing to encourage maximum individual consumption.
- (7) Standardized recipes must be used in preparation of all food. Recipes must yield all requirements of the meal pattern.

b. Meal Pattern

<u>Food Groups</u>	<u>Amount to Use</u>
Breads or Bread alter	2 servings (1 cup pasta or rice; 2 slices of bread (1 oz. Each) or equivalent combinations). Include several servings of whole grain (high fiber) foods.
Vegetables	Two servings of 1/2 cup each (drained) high in vitamin C & A (may serve an additional vegetable instead of a fruit)
Fruit	<u>1 serving: 1/2 cup or equivalent measure (may serve an additional fruit instead of a vegetable)</u>
Meat/meat alternative	One serving. 3oz. Or equivalent measure.
Fats	One serving: 1 teaspoon or equivalent.
Dessert	One serving: 1/2 cup; Fruit must be served twice per week. Select foods high in whole grains, low in fat and sugars.
Milk	1/2 pint (8 oz.) 1% fat
Additional beverage	Minimum 8 oz. (Coffee/Tea)

(1) Meat or Alternate

Each meal must include three ounces cooked edible portion of meat/meat alternate. Up to 1-1/2 oz. of meat alternates, such as cooked, dried beans or peas, nuts, cheese, eggs, etc., can be used.

The use of cured and processed meat items, such as ham, corned beef, sausage, etc., must be limited to a maximum of two times a month because of their high sodium content.

Poultry must be served a minimum of once per week. Poultry can be baked, broiled, or oven fried. When chicken is served, 1/4 pieces of white and dark meat must be used. The use of casserole-type entree items (combination of meat with bread, rice, pasta, vegetable, cooked dried beans or creamed sauce) **may be** used but must be limited to no more than once per week.

Textured Vegetable Protein (TVP) may not be used in any meal .

(2) Vegetables and Fruits

Each meal must include two servings of one-half cup each. One serving must be a non-starchy vegetable. At least one of these vegetables must be an excellent source of vitamins A and C with vitamin A provided from vegetable-derived (carotenoid) sources. To permit variety/flexibility, this may be achieved through a combination of vegetables, one that is an excellent source of vitamin A and one that is an excellent source of vitamin C. The following are some examples of vegetables rich in vitamins A and C.

Vitamin A

Dark green and deep yellow vegetables like broccoli, carrots, squash, sweet potatoes, pumpkin, and all green leafy vegetables.

Vitamin C

Brussel sprouts, cabbage, tomatoes, green peppers, broccoli, greens and leafy vegetables.

Vitamins A and C

Broccoli, turnip greens, kale, sweet potatoes with jacket, dark green leafy vegetables.

NOTE: Rice, spaghetti, macaroni and noodles are not vegetables, but are considered bread alternates. Fresh and frozen vegetables should be used as often as possible. When canned vegetables are used, no salt should be added in cooking to minimize the sodium content. Other alternative seasonings should be used as much as possible.

(3) Enriched or Whole-Grain/High Fiber Bread or Alternate

Each meal must include one serving. May include, but is not limited to, enriched or whole-grain bread, biscuits, muffins, rolls, sandwich buns, or cornbread and other hot breads.

NOTE: Bread alternatives may include enriched or whole-grain cereals or cereal products such as spaghetti, noodles, macaroni, and dumplings. **Whole grain bread products must be served at least twice per week.**

(4) Fats

Each meal must include one teaspoon and must be served in single-serve package.

NOTE: Oil or margarine used in cooking cannot be counted for one teaspoon to be served on the meal plate.

(5) Desserts

Each meal must include one serving or 1/2 cup of dessert. All fruits and simple desserts, such as puddings, gelatin, ice cream, ice milk, sherbet, cakes, cookies and similar foods, are included.

NOTE: Fruits must be planned for dessert at least twice a week. One serving per week must be fresh fruit.

(6) Milk Group

Each meal must include one-half pint fortified 1% milk, skim, or low-fat milk, flavored fortified skim or buttermilk. Milk provided can be either fresh milk or ultra high temperature (UHT) milk in one-half pint boxes. If UHT milk is provided, refrigeration is not required during transportation and the 40°F temperature requirement does not apply. However, ice must be provided for use in the UHT milk if requested by nutrition participants.

It is anticipated that UHT milk will only be used for some home-delivered meals because of the higher cost of this product.

NOTE: Milk should be served as part of the meal rather than as an item of choice.

(7) Additional Beverages

Coffee or tea must be served, depending upon seasonal preference of clients, in addition to milk.

(8) Iodized salt

Iodized salt must be used instead of non-iodized.

4. Food Quality -- Minimum Standards

Food must be attractive, palatable, and appealing to the older persons to assure maximum individual consumption.

In purchasing, storing and preparing, delivering, and serving the meals, the Food Vendor must comply with all federal, state and local health laws and must follow procedures to preserve nutritional value and food safety. Use of food items beyond the indicated expiration date on the package is not allowed.

Textured Vegetable Protein (TVP) may not be used in any meal.

All raw food used in the preparation of meals shall be of high quality. The following minimum standards must be met:

- (a) Canned Fruits and Vegetables - Grade A Fancy or better. Fruits must be packed in natural juice or light syrup, not heavy syrup.
- (b) Fresh Fruits and Vegetables -- #1 Quality.
- (c) Poultry - USDA Grade A or better. Turkey must be solid muscle boneless combination of dark and white meat.
- (d) Beef - USDA Choice or better. Beef shall be tender and with a minimum of fat. Ground beef shall be no more than 20 percent fat.
- (e) Pork - USDA #1 or better. Pork must be tender with a minimum of fat and must be solid muscle.
- (f) Eggs and Dairy Products - USDA Grade A or better.
- (g) Salt -- Iodized.
- (h) Ham – solid muscle boneless

C. Equipment and Disposable Products

The Food Vendor's proposal must include provision of the following products at each site: sturdy table flatware (individually wrapped package of fork, knife and spoon); *disposable plates with at least three (3) compartments;

cups and bowls as needed (8 oz. cups for water or coffee and 4 oz. cups for juice); *napkins (12"x12"--2 ply); appropriate condiments (i.e. salt, pepper); individual coffee maker, cold tea dispenser; food serving utensils; *disposable polyethylene gloves; and *individually wrapped straws. The Vendor must submit one sample of the items marked with an asterisk (*) with the bid.

It is required that sturdy containers suitable for microwave and conventional oven with three (3) partitions must be used for home-delivered meals. Containers must be oven safe and microwavable. Cold and hot food items must be packed and transported in separate containers. Sturdy four-ounce or six-ounce containers with tight fitting seals must be provided for packing cold items for the home-delivered meals. The Vendor must submit samples of each with the bid.

The proposal must include provision of containers at each congregate center for meals delivered to congregate participants who are temporarily homebound. The number of these home-delivered meal containers will equal 10 percent of the annual number of congregate meals.

The Vendor must have available, upon request, appropriate food containers and utensils for blind and handicapped participants.

D. Meal Packaging and Serving

Hot and cold food items must be packaged separately. Cold items must be kept below 40°F at all times. Hot items must be kept at a minimum of 140°F, including the last meal served. Following the cooking of food, it may be held as a heated food pending service and during the service period.

The desirable minimum temperature for holding heated food is 150°F. The temperature must not exceed 165°F and the holding time should be as short as possible. This holding time should not exceed four hours (from the final stage of preparation to serving time) in order to preserve the nutritional value and quality of the food.

E. Delivery of Food

The Vendor must assume responsibility for timely delivery to all distribution points as listed in Exhibits A & B of meals prepared in a central location.

The Vendor must submit a delivery plan stating the proposed delivery system including delivery routes, the number of delivery vans, and the time of delivery based on the attached delivery schedule (Exhibits A & B). Bulk food delivered to a site must be transported in sanitized, National Sanitation Federation (NSF) approved, temperature-retaining containers (specify product to be used) to maintain the following minimum temperature standards:

1. Hot foods must be delivered, maintained and served to the clients at a minimum temperature of 140°F including the last meal. The desirable minimum temperature for holding heated food is 150°F. The holding temperature must not exceed 165°F, and the holding time should be as short as possible. The holding time must not exceed four hours (from the final stage of preparation to serving time). The County prefers that all meals be delivered chilled.
2. Cold foods must be delivered and served to the clients at a temperature of 40°F or below.
3. Frozen foods must be delivered to a site at a temperature of 32°F or below.
4. Natural foods should be served at room temperature. (Examples include fresh fruits, packaged crackers, cookies, etc.)

The Food Vendor is responsible for keeping delivery containers, trucks and ice packs clean. The delivery containers must be tightly closed to prevent heat loss. The Vendor must have sufficient back-up containers. Food in serving pans must be properly covered so that spillage in the NSF approved container is kept to a minimum. Ice packed with cold items must be in leak proof bags. (Refer to the Georgia Department of Human Resources Regulations for Food Service Handbook.)

APPENDIX F

CONGREGATE MEAL SERVICE SITES/DISTRIBUTION POINTS

Name of Site	Address	Meals Daily*
Crabapple Neighborhood Senior Center	12624 Broadwell Rd. Alpharetta, GA 30004	27
Auburn Neighborhood Senior Center	300 Edgewood Avenue, NE Atlanta, GA 30303	32
Bethlehem Neighborhood Senior Center	87 Thayer Street, SE Atlanta, GA	32
Camp Truitt Neighborhood Senior Center	4320 Herschel Rd. College Park, GA 30337	45
Cosby Spear Neighborhood Senior Center	355 North Avenue, NE Atlanta, GA 30308	27
Dogwood Neighborhood Senior Center	1953 Bankhead Hwy. NW Atlanta, GA 30218	43
New Beginnings Neighborhood Senior Center	66 Brooks Dr. Fairburn, GA 30213	45
New Horizons Neighborhood Senior Center	745 Orr Street Atlanta, GA 30314	43
Northside Shepherd Neighborhood Senior Center	425 Tenth Street, NW Atlanta, GA 30318	22
Palmetto Neighborhood Senior Center	510 Turner Ave. Palmetto, GA 30268	60
Roswell Neighborhood Senior Center	1250 Warsaw Rd. Roswell, GA 30076	28
Sandy Springs Neighborhood Senior Center	6500 Vernon Woods Dr. Building C Atlanta, GA 30328	33
St. Paul Neighborhood Senior Center (Tues. & Thur. Only)	501 Grant Street, NE Atlanta, GA 30315	21
Southeast Neighborhood Senior Center	1650 New Town Circle Atlanta, GA 30324	49
Hapeville Neighborhood Senior Center	527 King Arnold Dr. Hapeville, GA 30354	30
Adult Day Programs		
Dorothy C. Benson	6500 Vernon Woods Dr. Sandy Springs, GA 30328	Breakfast 25 Lunch 27 Snack 50
Harriett G. Darnell	677 Fairburn Rd. NW Atlanta, GA 30331	Breakfast 22 Lunch 33

		Snack	47
Helene S. Mills	515 John Wesley Dobbs Ave. SE Atlanta, GA 30312	Breakfast	30
		Lunch	31
		Snack	28
H.J.C Bowden	2885 Church St. East Point, GA 30344	Breakfast	21
		Lunch	23
		Snack	45

** The number of Meals Daily is an estimate, based on historical data and is subject to change.*

APPENDIX G

SERVICE SITES/DISTRIBUTION POINTS

HOME DELIVERED

Name of Site	Address	Meals Daily*
Crabapple Neighborhood Senior Center	12624 Broadwell Rd. Alpharetta, GA 30004	62
New Beginnings Neighborhood Senior Center	66 Brooks Dr. Fairburn, GA 30213	47
H.J.C. Bowden Senior Multipurpose Facility	2885 Church Street East Point, GA 30344	28
Project Open Hand (POH)	176 Otley Dr. NE Atlanta, GA 30324	Delivered by POH 525 Picked-up by SFSS 79
Northside Shepherd Neighborhood Senior Center	425 Tenth Street, NW Atlanta, GA 30318	12
Palmetto Neighborhood Senior Center	510 Turner Ave. Palmetto, GA 30268	20
Roswell Neighborhood Senior Center	1250 Warsaw Rd. Roswell, GA 30076	80
Sandy Springs Neighborhood Senior Center	6500 Vernon Woods Dr. Building C Atlanta, GA 30328	38
Providence Baptist Church	1773 Hawthorne Ave. College Park, GA 30337	21
Camp Truitt Neighborhood Senior Center	4320 Herschel Rd. College Park, GA 30337	24
Hapeville Neighborhood Senior Center	527 King Arnold Dr. Hapeville, GA 30354	22

* The number of Meals Daily is an estimate, based on historical data and is subject to change.

APPENDIX H

Holiday Observed by the County

New Year's Day

Martin Luther King, Jr.

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Holiday (Thanksgiving Day and the day after)

Christmas Eve

Christmas Day