



# Department of Purchasing & Contract Compliance

*Cecil S. Moore, CPPO, CPPB, CPSM, C.P.M., A.P.P*  
*Director*

Fulton County, GA

May 17, 2012

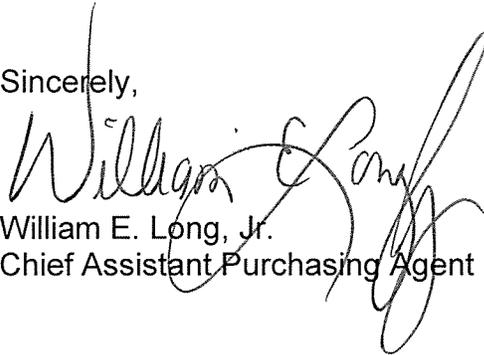
Re: **Request for Proposal #12RFP83455B-BL, Inmate Food Service and Related Food Service Operations**

Dear Proposer:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **Request for Proposal #12RFP83455B-BL, Inmate Food Service and Related Food Service Operations**.

Except as provided herein, all terms and conditions in **Request for Proposal # 12RFP83455B-BL, Inmate Food Service and Related Food Service Operations** referenced above remain unchanged and in full force and effect.

Sincerely,



William E. Long, Jr.  
Chief Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in Procurement Award • National Purchasing Institute



**Request for Proposal #12RFP83455B-BL, Inmate Food Service and Related Food Service Operations  
Addendum No. 1**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

The requirements for Payment and Performance Bonds are hereby added. Payment and Performance Bonds forms are attached at the end of this addendum.

**2.5 MULTI-YEAR CONTRACT TERM**

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

**a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2013, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2013. 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 1<sup>st</sup> day of January, 2014 and shall end no later than the 31<sup>st</sup> day of December, 2014. If approved by the County Board of

Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2015 and shall end no later than the 31<sup>st</sup> day of December, 2015. If approved by the County Board of Commissioners, the third renewal shall begin on the 1<sup>st</sup> day of January 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

### 3.3 SCOPE OF WORK

#### A. Food Service Requirements

1. The vendor shall submit cost proposals for **three (3) HOT meals (3) per day**, seven (7) days per week. All references to two (2) hot meals per day is hereby removed. Meals will be served (7) days per week for the staff, inmates, and visitors. Trustees shall receive a double portion of meat, and regular portion of drink, fruit and dessert. There is a maximum of two hundred and four trustees served

#### QUESTIONS and RESPONSES

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Submitted by: Megan McClain  
Kitchen Corps, Inc.

QUESTION 1: Kitchen Corps, Inc., is a Service Disabled Veteran Owned Small Business which has been providing temporary food service facilities since 1997. We were planning to attend the pre-bid conference for the above listed solicitation; however, due to unexpected circumstances we will not be able to attend. We wanted to touch base with you so that you were aware of our services. We provide temporary and semi-permanent food service facilities to industries such as education, health care and corrections. We believe that one of our facilities in conjunction with a local food service management company would be a well-rounded solution for feeding your inmates. Please let me know if this is the type of solution Fulton County is looking for. Also, please let me know if the attendees of the pre-bid conference will be made publicly available.

**RESPONSE 1:** *Fulton County welcomes all vendors who deem themselves qualified and capable of providing this service to submit their proposal response individually or in conjunction with other service providers. A list of companies represented at the Pre-Proposal conference may be seen on line under the solicitation website.*

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Submitted by: John Brewer  
A'viands/Summit Food Service LLC

QUESTION 2: 3-5 section 3 #13 Equipment requirements: During the walk through it seemed that all of the kitchen equipment was operational, and I was told it is all owned and maintained by the county. Is it the intention of the county to have the company awarded this business purchase all of the equipment listed in the RFP?

**RESPONSE 2:** *Yes, the vendor shall provide for the length of the agreement the items as outlined on page 3-5 section 3 #13.*

- a. *Tray drying racks, model J70 or equivalent.*
- b. *Meal delivery cart with 5.0 gallon beverage container, Tivoli III or equivalent.*
- c. *Twelve (12 foot conveyor to accommodate Tivoli III hot trays).*
- d. *Three (3) EZ bagger model 1400*
- e. *Five (5) Dayton floor fans 3c674c*
- f. *Two (2) Hobart slicers 1712e1612*
- g. *Two (2) DBL stacked ovens 9601ch00582/85, Garland 960cj0086/87*
- h. *Two (2) Grogen gas kettles AH 160*
- i. *One (1) tilt gas skillet, Grogen hfp24*
- j. *Three (3) steam tables with five (5) well EP305m*
- k. *One (1) steam table four (4) well Seco Matic DME 4 van*
- l. *Two (2) microwave ovens*
- m. *Ten thousand (10,000) coffee mugs/Jones zylon*
- n. *One thousand (1000) trays/Aladdin*
- o. *One (1) Soup pot pc7*
- p. *Two hundred eighty (280) wash racks Rayburn*
- q. *Thirty (30) waste well dollies*
- r. *One (1) WED -100*
- s. *One (1) hot dog cook/warm American Permanent ware.*

QUESTION 3: 3-10 section 3 #11- Please clarify that the vendor must provide a van, I did not see meals that needed to be transported.

**RESPONSE 3:** *Yes, the vendor must provide a van as outlined on page 3-10 Section 3 #11.*  
*The vendor shall be responsible for providing a van or truck for the vendor's use. This vehicle must be provided exclusively for use at the Fulton County Jail and all of its satellite office.*

***The vendor is also responsible for additional sites as outlined on page 1-1 Section 1, #1.3***

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

QUESTION 4: 3-10 section 3 # 14,15 please confirm that the vendor is to pay for grease trap cleaning and pest control, it is understood that the current vendor does not pay for these services.

***RESPONSE 4: Yes, the vendor is responsible for paying for all grease trap cleaning and pest control as outlined on page 3-10 Section 3 #14 and 15. Vendor shall be responsible for emptying, at their own expense, the grease Trap bi-monthly and/or as needed if sooner. Any and all routing cleaning and maintenance will also be the vendor's responsibility. Vendor shall be responsible for vector (pest) control, at no cost to the Sheriff's Office.***

QUESTION 5: Please clarify staffing, current staffing far exceeded the RFP specifications.

***RESPONSE 5: Please see page 3-12 Section 3 #5 as outlined below: The vendor shall supply, with the proposal, a staffing chart with the positions clearly labeled and the corresponding salaries, labor rates and the hours/shift assigned including a brief rationale. This plan will specially identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. The staffing proposal will become part of the final contract and the vendor will be required to maintain that level of staffing. For any position that remains vacant for longer than fifteen (15) days, the vendor will provide on the monthly invoice credit to the County for that position on a daily basis.***

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Submitted by: Kay Williams, President  
KACO Supply Company

QUESTION 6: P. 25 of the abovementioned RFP 12RFP83455B-BL has an equipment list. Please let me know exactly what item #R, WED-100 is.

***RESPONSE:*** This equipment is no longer in use and should be omitted.

QUESTION 7: Section 5 – Proposal Forms, Page. 5-19, FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION. As a subcontractor, would my company have to complete and submit this form?

**RESPONSE:** *No. If this license is required, it would be the responsibility of the Prime Contractor to provide.*

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Submitted by: Just breakfast, Jofra, LLC  
Chef Joyce, [jofrallc@yahoo.com](mailto:jofrallc@yahoo.com)

QUESTION 8: Are the kitchens already setup for use? Who is responsible for the gas, water .etc for kitchen operations?

**RESPONSE 8:** Yes, the kitchen is setup for use. The utilities are paid by Fulton County.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **May 30, 2012, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**SECTION 8B****PAYMENT BOND REQUIREMENTS**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount payable by the terms of the Contract and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that [insert name of contractor] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as [insert name of project], as more particularly described in the Contract (hereinafter called the "Project");

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**SECTION 8A****PERFORMANCE BOND REQUIREMENTS**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Performance Bond with good and sufficient surety payable to, in favor of and for the protection of Fulton County. The Performance Bond shall be in the amount of at 100% of the total contract amount payable by the terms of the Contract and shall be written on the enclosed form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** [INSERT CONTRACTOR NAME] (hereinafter called the "Principal") and [insert name of surety] (hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner") and their successors and assigns, the penal sum of [100% of contract amount], lawful money of the United States of America, for the payment of which the principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract (Contract) with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety, for the **INMATE FOOD SERVICE and RELATED FOOD OPERATIONS**, more particularly described in the Contract (herein called the "Project"); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
(Principal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
(Surety)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)