

REQUEST FOR PROPOSALS

No. 16-36

ROCKDALE COUNTY, GEORGIA

November 2, 2016

FOOD SERVICE FOR ROCKDALE COUNTY JAIL



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 Milstead Avenue
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for the **Food Service for Rockdale County Jail**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:

Four (4) hard copies and one (1) original hard copy and one (1) CD or Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*) . CD's that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

CONTRACT TERM:

The Contract Term will be Twelve Months with an option to renew four (4) additional one-year terms.

Because this contract contains four (4) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, December 1, 2016**. Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will be a **MANDATORY** Pre-Proposal Conference held at **Rockdale County Jail Administration Building, second floor, located at 911 Chambers Drive, Conyers, GA 30012, at 10:00 a.m., local time, November 14, 2016.** Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference. Questions received after the pre-proposal conference must be submitted in writing to meagan.porch@rockdalecountyga.gov or at the above address. → *Any contractor who intends to submit a proposal is required to attend this meeting.*

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Friday, November 18, 2016.** It shall be the proposers responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

QUANTITIES

The quantities listed in the Proposers Response Schedule are provided as an estimate for proposal purposes. The County will not be obligated to quantities beyond actual needs.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

PROPRIETARY INFORMATION

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

The vendor will be selected on the basis of the bidder's written proposal, any requested presentation, and any background information obtained by the Sheriff's Office. Failure to meet minimum requirements will result in the proposal being deemed non-responsive. The Selection Committee will review all proposals and make a final recommendation to the Sheriff and the Rockdale County Board of Commissioners. The selection will be made based on the criteria listed below:

1. **Qualification of Firm** - Review of past performance on Rockdale County projects or other projects of similar nature and complexity as the proposed project; evaluation of client references whether included in the proposal response or not; overall responsiveness to Owner's needs. Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFP including the vendor's demonstrated expertise in correctional food service; demonstrated ability to comply with ACA Standards for local detention facilities and attain ACA accreditation for food service; anti-theft procedures that shall be implemented to discourage theft and loss; and any exceptions or provisions to the RFP. **(30%)**
2. **Staffing and Qualifications**— Evaluation of proposed levels of staffing and staff qualifications, including the rationale for proposed staffing levels. **(30%)**
3. **Financial Strength** - Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award. **(15%)**
4. **Cost** - The proposed price per meal **(25%)**

Each vendor will be ranked on the basis of the selection criteria. After a vendor and bid is selected final negotiations will be conducted. If a satisfactory agreement cannot be reached, negotiations will be conducted another vendor and bid will negotiated until a satisfactory contract can be established or until the Selection Committee determines the rejection of all proposals is in the best interest of the County.

Proposals may be rejected if the instructions and conditions have not been met, if proposals do not satisfy the specifications stated herein, or if requested information is omitted or incomplete. Further, the County reserves the right to reject any or all proposals submitted if it is deemed to be in the best interest of the County. The County also reserves the right to waive any requirements, which, in its sole discretion, are not critical to the contract.

INTERVIEWS

Interviews may be scheduled. Interviews will be informal, and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

INSURANCE:

The Company shall maintain in full force and effect the following insurance during the term of the Agreement.

Workmen's Compensation - As provided for in the State of Georgia statutes.

Comprehensive General Liability to including product liability:

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate

Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$100,000 each occurrence
Umbrella Liability	\$3,000,000 per occurrence.
Property Coverage	Equal to or greater than the existing building limit if performing renovations.
Professional Liability/General Liability	\$3,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

BONDS:

There will be no bonds required.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No.16-36 must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Telegraphic or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

A. INTRODUCTION

Rockdale County is issuing this Request for Proposal for the purpose of providing complete food service to inmates, staff and visitors at the Rockdale County Jail for the Rockdale County Sheriff's Office.

B. OVERVIEW AND BACKGROUND

The Rockdale County Jail is a modern detention facility located at 911 Chambers Drive, Conyers Georgia 30012. The Jail facility is designed to house 760 inmates. **The current inmate population at the Jail is approximately 400 - 500 inmates. The number of staff and contractor meals is approximately 60 per day.** The facility operates continuously twenty-four hours per day, three hundred sixty-five days per year. Numbers are included for planning purposes only and are not warranted for accuracy.

C. GENERAL PROPOSAL INSTRUCTIONS

1. All documentation submitted as part of or with the proposal becomes the property of Rockdale County and will not be returned.
2. The Contractor shall respond to each requirement outlined in this RFP and in the same format as the RFP. In most instances, it shall be sufficient to affirmatively acknowledge agreement with the stated requirement. In the event the Contractor's proposal differs from the requirements, the difference shall be specifically noted and explained.
3. The Contractor shall be required to comply with all applicable statutes regarding employment discrimination and will be required, as a part of the response, to clarify as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where it is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor.

D. TERMINATION OF CONTRACT

The contract, mutually agreed upon and entered into between the County and the selected Contractor, may terminate upon any of the following conditions:

1. **Suspension of Jail Operation**

Should the governing authority responsible for the Jail cease operation of the institution for any reason, the contract shall become void at the option of the County.

2. Termination of Contract for Non-Performance

The County may terminate the contract resulting from this solicitation at any time the Contractor fails to carry out the contract provisions, or, if in the opinion of the Sheriff or his designee, the performance of the contract is unreasonably delayed, or the Contractor is violating the contract conditions. The County shall provide the Contractor with notice of any conditions that are hindering Contractor's performance. If, after such notice, the Contractor fails to remedy such conditions within a reasonable time, not to exceed three (3) consecutive days, the County may, in writing and at its option, terminate the contract without further notice to the food service Contractor and order the contractor to stop work immediately and vacate the premises.

3. Termination/Disagreement as to Cost

Meal cost may only be adjusted on the yearly anniversary dates of the contract and adjustments shall be based upon the Consumer Price Index and particular line items titled "Food", and "Food, Feed, & Beverage" of the Consumer Price Index (CPI) or similar indicator of inflation approved by the County. The amount of any proposed increase along with supporting data shall be submitted by the Contractor, in writing, to the Jail by October 1st during the current term of this agreement and during any subsequent term for which it may be renewed. The County may accept, reject, or negotiate with the Contractor. In the event that an acceptable agreement cannot be reached or if the County declines to approve the increase, the contract shall automatically terminate on the anniversary date of such term.

4. Limitation of Local Debt

In accordance with O.C.G.A. 36-60-13 (a) and Article 9, Section 5, Part I of the Georgia Constitution (1983), this contract shall terminate absolutely and without further obligation on the part of the County at the close of the initial term of this contract and at the close of each succeeding term for which it may be renewed.

5. Lack of Funding

In accordance with O.C.G.A. 36-60-13 (b) (1) this contract will terminate immediately and absolutely at such time as appropriated funds and otherwise unobligated funds are no longer available to satisfy the obligations of Rockdale County.

E. DEFAULT

Should the contractor at any time fail to comply with the conditions of the contract, fail to complete the required work, fail to furnish the required meals, or fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantity and of required quality to perform the work with the conformity and diligence required, then in any such event, each of which shall constitute a default, the County shall have a right after providing contractor with notice of default and allowing contractor the opportunity to cure such default within three (3) consecutive days to exercise any one or more of the following remedies if the contractor fails to satisfactorily remedy such default:

1. Within the time stipulated in the contract, to purchase in the open market and deduct additional costs associated therewith from any money due or to become due the Contractor;
2. Complete or have completed the work, at the expense of the Contractor;
3. Call upon the surety to perform in accordance with the bond; and
4. Recover from the Contractor all losses, damages, penalties and fines, and reasonable attorney's fees incurred by the County by reason or result of the Contractor's default.

F. PROPOSAL FORMAT

1. Cover Letter

Prepare and submit a cover letter of transmittal. Include the name, address, and telephone number of the primary representative to be contacted regarding your proposal.

2. Current Customers

Provide a complete list of customers for whom food service is currently provided. This list shall contain a contact person's name and phone number along with a brief description of the size and scope of services provided. If the account is a correctional facility, note whether or not the operation is American Correctional Association (ACA) accredited.

3. References

Provide a list of five (5) references (including company name, contact person, address, and current telephone number) for which the company has performed services that are similar in nature and scope to Rockdale County's request.

4. Staffing Plan

Submit a detailed staffing plan for the food service operation

including a brief rationale. Specifically, this plan shall identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. A suggested, but not required, minimum-staffing plan by position, duty, and schedule is provided as Recommended Minimum Staffing Requirements. Any proposed variations to the suggested plan shall be thoroughly explained and justified.

- a. The staffing proposal submitted by the selected Contractor will become part of the final contract and the Contractor will be required to maintain said level of staffing. Failure to maintain the required staffing levels shall constitute a material breach of the Food Service Agreement. Failure to meet the accepted minimum staffing during the designated time periods shall constitute default on the part of the Contractor.
- b. The Rockdale County Jail will utilize inmate labor for the purpose of plating inmate meals, cleaning inmate food trays, and general cleaning of the kitchen. Inmates are forbidden from preparing food. A Jail employee will handle supervision of inmate labor for security purposes but the Contractor will be required to provide proper training as to appropriate food handling and cleaning methods and supervision in the performance of these duties.

5. Litigation/Violations

Provide a listing of all litigation in which the company was a party during the last five (5) years and any judgments during the last three (3) years. Provide a list of any health and safety violations for which the company has been sited over the past five (5) years.

6. Financial Stability

Provide a copy of the company's two (2) most recent audited financial reports.

G. OPERATIONAL REQUIREMENTS

1. Regulations

The Contractor shall agree to comply with all statutes, ordinances, regulations and requirements of federal, state, and local governing bodies applicable to the management/operation of this food service contract. This shall include obtaining and paying for all applicable licenses.

2. Inspections by the County

The Sheriff or his designated representative shall make facility inspections when deemed necessary, with or without advance notice to the Contractor. The facilities and equipment used in the

contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Sheriff or his designee.

3. Inspections by Health Agencies

The Contractor shall maintain kitchen facilities in such a condition that inspections by County and State health agencies achieve satisfactory or higher ratings. The Sheriff or his designee reserves the right to inspect the kitchen facility for cleanliness and operation. Such inspections shall result in a written documentation of any deficiencies and the Contractor shall be provided a reasonable time frame for correcting said deficiencies.

4. Licenses and Permits

The Contractor will secure and pay for all federal, state, and local licenses, permits, and fees required for the operation of food service to include employment taxes, provided for hereunder.

The Contractor shall also be responsible for paying any sales/use taxes and/or personal property taxes on Contractor equipment, which are imposed upon the operation.

5. Pricing/Invoicing for meals

The Contractor will submit an invoice to the County on the first working day of each week, covering the preceding week, for meals ordered or served, whichever is greater. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for one (1) year. The Contractor shall provide, at the standard cost per meal, meals conforming to special religious requirements; physician ordered specifications or religious times/holidays. The price per meal agreed upon in subsequent renewal terms of the contract shall be guaranteed for one (1) year.

6. Food Service Supplies and Food Products

The Contractor shall provide all meal trays, consumable supplies, paper, plastic, sacks, and Styrofoam clamshell containers, small wares, and food products that are required for the food service operation and delivery to the inmates. All such purchases shall be made in the Contractor's name. The County reserves the right to request that a sample of all or certain specific items be submitted prior to contract execution. All items must be approved by the Jail Administrator. The contractor will be required to keep a record of non-consumable items provided by them and submit this list and any modifications to the Jail Commander within 24 hours of the change.

7. Sanitation

The Contractor shall be responsible for cleanup of the kitchen, the staff dining area, and any other area within the detention center in which food is provided by the Contractor for special events. The Contractor will be responsible for transporting all

garbage and trash from the kitchen to the designated trash collection pickup area as determined by the Jail Administrator. Garbage and trash will be deposited in the designated receptacle after each meal and not left in the kitchen areas, hallways, and loading dock area. The Rockdale County Jail elects to use inmate labor and such labor shall be provided to the Contractor for the purpose of sanitation, food service area clean-up, trash disposal and the plating-up of meals. The Contractor shall, however, be responsible for the cleaning of all small wares. Small wares are interpreted to mean any cutlery, silverware, serving utensils, and cooking utensils. The utilization of inmate labor does not, however, relieve the Contractor from their responsibility to cleanup food service areas. It shall remain the responsibility of the Contractor to meet all health standards and sanitation required in the food service operation. The Contractor shall not utilize flammable cleaning products.

8. Health of Vender Staff

The Contractor will ensure that all employees assigned to duty at the Jail shall have appropriate health screening which must also include a Purified Protein Derivative (PPD - Tuberculosis) test prior to employment by the Contractor with a copy of the results maintained on site. If the employee tested positive, the employee will not be allowed to enter the facility until treated and/or tested for tuberculosis.

9. Equipment

The Contractor shall return the food service premises and equipment to the County at the expiration of this contract. Both the premises and the equipment shall be in good working condition, except for that which may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County immediately upon discovery. A semi-annual inventory shall be submitted to the Jail Administrator for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County, at no charge to the Contractor, will replace equipment which in the opinion of the County has exceeded its useful life. If it is determined by the Sheriff or his designee that the equipment used by the Contractor is found not to be in working order, due to other than fair wear and tear, the Contractor will be liable for the maintenance or replacement cost of the applicable equipment. The decision as to the suitability of the replacement shall be determined by the Sheriff or his designee after consultation with the Contractor. The Contractor shall provide an inventory of all kitchen equipment and utensils to the Jail Administrator prior to taking over responsibility for the operation of the kitchen. The inventory shall note any

discrepancies found in the equipment and will be signed and dated by the Food Service Manager. The Jail Administrator may elect to have a designated individual accompany the Contractor when the inventory and equipment evaluation is conducted.

10. Records

The Contractor will keep full and accurate records of sales, meal counts and all other records in connection with food services for a minimum of three years. A copy of said records shall be supplied to the Jail Administrator or his designee on a monthly basis, on the first working day of the subsequent month or as required by the Jail Administrator or his designee. Records of substitutions shall include the items and portion sizes, the reason for the substitution and verification that a dietician has been consulted when appropriate. In addition, all records relating to the food service operation at the Rockdale County Adult Detention Facilities shall be available for auditing by the County at any time during regular working hours.

11. Inventory

For security purposes, the Contractor shall carefully control and supervise the use of kitchen utensils. The Contractor agrees that all knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided to the Contractor by the Rockdale County. Inventory shall be taken daily with the absence of any knives, or other utensils immediately reported to the Jail Administrator or his designee.

12. Meal Service under unplanned circumstances

The Contractor will be required to provide food service in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God, or other events that would cripple the normal operations of its detention facilities, at no additional cost to the County. At a minimum, the Contractor must maintain an on-premise inventory sufficient to prepare and serve five (5) days of scheduled meals. The Contractor will be required to submit a County-approved contingency plan that will address this requirement within thirty (30) days of contract execution.

13. Keys

The Contractor is responsible for control of keys obtained from Rockdale County and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas. No keys to any part of the facility may be duplicated. All keys will be provided by the Rockdale County and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the facility.

14. Additional Services

The Contractor shall agree to provide any additional food services as mutually agreed upon between the County and the Contractor.

J. FOOD REQUIREMENTS**1. Standards and Dietary Guidelines**

In compliance with the minimum standards for local jails established by the ACA, a Registered Dietician shall approve all meals. All meals served shall be in compliance with minimum dietary guidelines set by the ACA. A semi-annual review will be conducted by a registered dietician in respect to any changes in nutritional standards with suggestions made to the Jail Administrator or his designated representative as to what meal items need to be changed. The contractor will be required to submit the current licensed dietician approved meals served at this facility to the Jail Administrator at a minimum of twice per year.

2. Meal Preparation

The Contractor shall warrant that all meals will be served in a manner that makes them nutritious, wholesome, palatable, and visibly pleasing. The meals will be served at the appropriate temperature. The Jail Administrator or his designee shall, in his sole discretion, determine the Contractor's compliance or non-compliance with this provision. If the Jail Administrator or his designated representative determines the meal does not meet the aforementioned requirements then the meal shall be provided at no cost to the County. Such discretion shall not be unreasonably exercised. If exercised, the decision shall be reduced to writing and include a detailed description as to why the meal was rejected.

3. Meal Schedule

No more than fourteen (14) hours shall pass between the dinner and breakfast meals. The meal schedule is at the discretion of the Jail Administrator and is subject to change upon reasonable notice. Contractor shall provide three full, nutritionally balanced meals each day at a regularly scheduled times as follows:

Breakfast	("HOT" MEAL)	Start: 5:00 AM
Lunch	("SACK" MEAL)	Start: 11:00 AM
Dinner	("HOT" MEAL)	Start: 4:00 PM

In addition, meals shall be made available for inmates not present at the facility when meals are scheduled to be service. This includes inmates assigned to work details, offsite for court, late "book-ins" or transport reasons or inmates received

at the facility within two hours of the meal is scheduled to be served.

4. All meals are prepared in the facility's equipped kitchen.

5. Raw Food:

- a. The following are the minimum specifications for raw food; higher but not lower grades can be purchased. Contractor will use commodities as much as possible.
- b. Beef, Veal and Lamb shall be of at least USDA Choice.
- c. Ground Beef-utility or better, not to exceed 25% fat.
- d. Poultry shall be of at least USDA Grade A.
- e. Canned fruits and vegetables shall be of at least USDA Grade C.
- f. Frozen fruits and vegetables shall be of at least USDA Grade B.
- g. Fresh produce shall be of at least USDA No. 2.
- h. Dairy products shall be of at least USDA Grade A.
- i. Eggs shall be of at least USDA Grade A Medium.
- j. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.

6. Commodities

Contractor agrees to assist the Rockdale County in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Contractor. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by Rockdale County from the US Department of Agriculture. Commodities should not be used in calculating meal prices. The difference between the cost of the commodities received for each month and current market cost for such commodities shall be applied as a credit and applied to the next invoice to Rockdale County. Contractor shall follow all record keeping requirements of the USDA for purchasing surplus food.

7. Meal Standards

All Meals shall meet current Recommended Dietary Allowances (RDA) requirements. Menus shall provide an average of 2,900 calories per day. Food will be served fresh, in a reasonable variety and at appropriate temperatures. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified. A "Dead-Man's Tray" will be kept on every meal for Seventy-two hours.

8. Food Inventory

Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a 5-day supply of foodstuffs on site. All inventories shall be

rotated regularly and the Contractor shall ensure that the food items are not served after the manufacturer's expiration date. Contractor shall retain ownership of such inventory.

9. Meal Counts

The Rockdale County Jail will order inmate meals, staff meals, special diet meals and sack meals. However, the Contractor shall prepare sufficient additional meals in the event of newly arrived inmates.

10. Pre-plating

Meals shall be portioned on trays in the kitchen and placed in a cart in the staging area. Inmate workers will deliver the carts with trays and beverages to the housing units. If the pre-plating is done by inmate workers, it shall be under the direct supervision of food service staff.

11. Jail Staff Meals

The Contractor has two options for staff meals upon mutual agreement with the Jail Administrator. Option 1, six days per week the Contractor will offer a short order staff menu of at least five mutually agreed upon food items and one day per week, the Contractor will be required to make a mutually agreed upon hot meal available. Option 2, the Contractor may provide a mutually agreed upon hot meal for staff daily. There is approximately one hundred and twenty (120) full time staff at the facility. Staff meals shall be charged at a different rate than inmate meals. Bidders shall indicate the type of service proposed for the staff.

12. Sack Meals

Contractor shall provide box lunches as needed. Sack lunches can be ordered for staff and/or inmates that cannot eat during regular meal times anytime the kitchen is open. Sack lunches will consist of, at minimum, two sandwiches, 1 piece of fruit, chips or similar item, desert and a beverage. Contractor shall vary sack meal items to avoid repetition. Contractor shall submit a sample one-week sack meal menu with the proposal. The average sack meals will be determined.

13. Menu Cycle

The menu cycle will be four (4) weeks minimum and will be submitted for Rockdale County Jail approval at least 30 days in advance. Contractor shall submit, as part of its proposal, the proposed menu cycles to be served. The contracting officer reserves the right to request that the order of the menu be rearranged and that like or similar items be substituted if the need shall arise or if commodity is available. A dietician shall review the contents of all menus to ensure their proper nutritional balance.

14. Recipes

Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the Menus shall be maintained on-site.

15. Substitution

Any substitution to the established menus shall be verified in advance with a dietician to determine the appropriateness of those substitutions.

16. Special Diets

The Contractor shall provide special medical, religious, and vegetarian diets at no additional charge. Special medical diets will be provided at the prescription of the contracted medical provider for the facility. Snacks provided with the meal are to be included in the price per meal. A dietician shall review the contents of such meals to ensure their proper nutritional balance.

17. Holiday/Spirit Lifter Meals

The Contractor is expected to provide, at no additional charge, a minimum of five (5) Holiday/Spirit Lifter Meals annually. These special meals will include Easter, Thanksgiving, Christmas, and New Years. The menu must be submitted to the Jail Administrator at least 5 days prior for approval. A copy of the proposed menus is to be included in the Proposal.

18. Special Diet Meals:

All special diet meals will be provided at the prescription of the contracted medical provider for the facility or the Inmate Services Commander. Special diets for inmates on "suicide watch" will be provided upon prescription by medical. This diet may consist of "nutra-loaf" and shall be served three times a day for the time specified. The Contractor shall provide special medical, religious, and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietician shall review the contents of such meals to ensure their proper nutritional balance.

19. Special Event Meals

The Contractor shall provide catered meals for special events as designated by the Sheriff or his designee with no less than seventy-two (72) hours' notice. The cost per meal shall be mutually agreed upon by the Contractor and the County.

20. Quality of Meals

Should the contractor supply a meal that is considered to be

unsatisfactory by the below-enumerated standards, the meal will be at no cost to the County. A meal will be considered to be unsatisfactory when it is not served at the proper temperature, the portion amount is not as agreed to in the contract, the service of the meal is unreasonably delayed due to actions or inaction by the contractor or his representatives, or any combination of these conditions. Meals will be served at the proper temperature. The determination of whether a meal is satisfactory is at the sole discretion of the Jail Administrator or his designee.

21. Quality of Food Products

The Jail reserves the right to reject any food items which do not comply with the standards set forth in the RFP and subsequent contract. A copy of the label of all brands of food items used to prepare the meals will be furnished to the Jail Administrator and updated accordingly as the Jail Administrator or his designee approves changes to the menu.

No food will be prepared other than as stated in the contract unless otherwise approved, in advance and in writing, by the Jail Administrator or his designated representative.

The Contractor is required to furnish fresh coffee for the facility staff on a twenty-four (24) hour basis.

Any questions regarding this menu, including any discrepancies, should be submitted in writing to the Rockdale County Finance Department, Purchasing Division to meagan.porch@rockdalecountyga.gov prior to the deadline for questions.

K. CONTRACTOR STAFFING REQUIREMENTS

All employees of the Contractor who will work in the Jail must have background clearance by the Jail prior to beginning work in the facility. All employees of the Contractor must comply with the Jail written policy and procedures relating to facility security/safety. In the event that the Contractor becomes aware of an incident relating to an employee, that the Contractor has a reasonable suspicion will affect the safety and security of the institution, the Contractor has a duty to immediately inform the Jail Administrator or his designated representative.

1. The on-site Food Service Director shall provide a full-time properly trained Food Service Director with at least 12 months of experience in institutional food service management. The Contractor shall submit a resume of the proposed Food Service Director as a part of its proposal. The Food Service Director proposed by the Contractor shall be assigned to the Rockdale

County Adult Detention Center for the full term of the contract unless:

- a. The Food Service Director is no longer employed by the Contractor;
 - b. The Sheriff or the Jail Administrator requests that the Contractor remove the Food Service Director; or
 - c. It is mutually agreed that the Food Service Director shall be removed. In the event the Food Service Manager is replaced, the Jail Administrator must approve the replacement prior to their assuming the role.
2. The Contractor shall assign a minimum of one Food Service Director and four Food Service Managers to oversee and supervise all aspects of the food service operation. Actual staffing shall be in accordance with the approved staffing plan in response to Recommended Minimum Staffing Requirements.
 3. The Rockdale County Jail reserves the right to deny entrance, to the Jail, to any food service personnel. Such approval shall not be unreasonably withheld.
 4. Food service personnel will present a neat, clean, and appropriately groomed appearance. A clean uniform, consisting of a shirt, hat/hair net, and food service gloves shall be provided to all food service personnel by the Contractor, and will be worn in the food preparation areas. Other appropriate non-uniform clothing is permitted as to pants, etc.

L. RECOMMENDED MINIMUM STAFFING REQUIREMENTS

NOTE: If proposed staffing is less than this model suggests, the Contractor must justify, in writing, why and how the lower staffing will meet the requirements of the contract.

1. FOOD SERVICE DIRECTOR (one)

- a. The Food Services Director will have a minimum of twelve months experience as in institutional food service management. The Food Service Director will work on-site a minimum of forty (40) hours per week or five (5) days per week.
- b. The Food Service Director will oversee compliance with all requirements of the contract regarding meal preparation and handle the response to any and all inmate grievances related to food service within the time determined by the County. The Food Service Director will not function as a relief food service manager in this facility.

2. FOOD SERVICE MANAGER (FOUR)

- a. The food service managers have a minimum of twelve months experience in a jail or correctional facility. The shift supervisors will each work a minimum of forty (40) hours per week.
- b. There will be a minimum of one (1) food service manager on duty in the kitchen at all times when the kitchen is open. The manager coordinating the production, serving of the meal, ensuring that proper temperatures, portions and weights are correct; that diet load sheets are followed; that the proper ingredients are used; the product has an acceptable taste and all other requirements of this RFP regarding meal preparation and service.

SCHEDULE: FULL-TIME STAFF

TITLE	NUMBER OF STAFF
FOOD SERVICE DIRECTOR	1
FOOD SERVICE MANAGER	4
TOTAL FULL-TIME STAFF REQUIRED FOR FACILITY	5

M. ADDITIONAL INFORMATION

The Contractor may include any additional information in their proposal they deem important and pertinent to the RFP. Any additional information should be clearly identified and may be included in an appendix.

N. RESPONSIBILITY OF THE COUNTY

The Rockdale County Jail and/or County shall be responsible for and provide:

1. Accurate and timely counts for the number of meals to be served to inmates and staff within two (2) hours of the time for meals to be served.
2. Adequate ingress and egress to all production areas.
3. Adequate heat, lights, ventilation, and all other utilities. The County shall provide a business telephone line to the Contractor at no charge. This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone, not connected to the County system, shall be installed at the Contractor's expense.

4. Extermination services and the removal of trash and garbage from the trash bin adjacent to the loading dock area or otherwise designated bin.
5. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces, and pest control. The County's maintenance does not include routine cleaning operations to include the cleaning of cooking ventilation ducts (unless the option to utilize inmate labor is exercised). The exceptions to this are for periods or situations beyond the control of the Rockdale County Jail as stated in paragraph 2.1 of the Contract (Sample) - Food Service Agreement.
6. Adequate preparation, storage, and holding equipment including maintenance for said equipment. The Contractor shall be responsible for signing for the food received from the delivery truck and for accountability of food items received. The Contractor shall be responsible for the food items, upon delivery to the kitchen dock area, for storage elsewhere in the facility.
7. Security, control, and limitation of inmate movement in, to, and from the food service area however; the Sheriff's Office, Sheriff's deputies, employees, or agents shall not be responsible for any injuries; damages; sickness; diseases; emotional stress or trauma; harassment; or loss of income to Contractors property or personnel, agents, or Contractors as a result of riots; escape attempts; escaped inmates; fights; jail take-overs; or criminal acts of inmates during the term of this Agreement and for a period of four (4) years immediately following the termination of this Agreement.
8. Maintenance of kitchen appliances and equipment, except for routine cleaning and maintenance required because of use by Contractor outside normal wear and tear.

FOOD SERVICES OPERATION CONTRACT (SAMPLE)**ROCKDALE COUNTY SHERIFF'S OFFICE****ROCKDALE COUNTY JAIL****FOOD SERVICE AGREEMENT**

This agreement made this ___ day of _____, 2016, by and between Rockdale County, Georgia, a political subdivision of the State of Georgia and the Sheriff of Rockdale County, hereinafter referred to collectively as "County" and _____, Corporation, d.b.a. " _____ " incorporated in the State of _____, with its principal place of business at _____, hereinafter referred to as the "Contractor".

WITNESSETH:

Whereas, County desires to engage Contractor for the operation of food services at the Rockdale County Adult Detention Center located at 911 Chambers Drive Conyers GA 30012; and as Contractor desires to provide such food related services;

NOW, THEREFORE in **CONSIDERATION** of the promises and covenants set forth herein, the parties hereto **AGREE** as follows:

1.0 TERM

1.1 Term: This agreement will commence on _____, 2017 and will terminate at the close of each succeeding twelve (12) month term for which it may be renewed. This agreement can be renewed for up to four (4) additional individual twelve (12) month terms unless the County provides thirty (30) days notice to contractor prior to the termination of the initial term or any other term for which it may be renewed. In the event of necessity, the contract may be extended on a month-to-month basis. The month-to-month basis shall be in a writing and signed as acknowledgement of the agreement of all parties as to a per meal cost agreed to by the parties. All remaining terms as stated in this RFP and Food Service Management shall remain in force during the month-to-month term.

2.0 FACILITIES AND EQUIPMENT

2.1 Client Facilities and Equipment: The County, at its expense, will furnish the Contractor with adequate kitchen facilities and equipment at the Rockdale County Jail reasonably necessary to enable the Contractor to manage the food service operation in accordance with this agreement. Such facilities and equipment will

include, but will not be limited to, food preparation, service and dining areas and suitable furniture, fixtures and equipment therein; storage space for inventory, equipment and supplies; rest rooms for employees and office space. Contractor has examined existing facility and equipment at the Rockdale County Jail and acknowledges that it is sufficient to perform the food service operation provided for in this agreement. **The exception: Contractor acknowledges and hereby agrees that during the periods in which the kitchen undergoes various construction and/or renovation phases of the jail operation the Contractor will furnish hot meals as agreed upon by the Rockdale County Jail. Contractor agrees that the cost of the meal will not increase nor will the quality of the meal decrease during any construction and renovation periods; fire in the facility; damage to the kitchen or kitchen equipment; any water damage; denial of any utilities that are not the result of negligence on the part of the Sheriff's Office; negligence; or tornado related damage affecting the kitchen operations.**

- 2.2 Title:** Title to any of the Contractor's property, including any item provided by the Contractor will remain in the Contractor, howsoever attached or fixed to County's Facility, and County will not encumber the Contractor's property with any liens or encumbrances of any kind. The Contractor will not provide or place any such items in the Rockdale County Jail without the express permission of the Detention Center Administrator.
- 2.3 Inventory:** At the commencement of this Agreement, the Contractor may, at its option, purchase any usable food inventory at the Rockdale County Jail which the existing food service provider wishes to sell and which is appropriate to the food service operation, at market value or existing Contractor's cost, whichever is lower.

3.0 OPERATIONAL RESPONSIBILITIES

- 3.1 Contractor Responsibilities:** The Contractor will be responsible for the following and all such service shall be included in the contract price:
- (a) preparing, serving, and selling wholesome food consistent **with the RFP requirements;**
 - (b) obtaining all necessary licenses and permits;
 - (c) all routine cleaning of food preparation, staff dining, service and storage areas, including all areas and equipment used in performing the food service operations provided for in this agreement, and will, on a continuing basis, maintain standards of sanitation required by federal, state, or local regulations;
 - (d) transporting all garbage and trash to a designated pick-up point for disposal by the County and to mutually with the Jail keep the area in and around the designated trash pick-up point in a clean state;

- (e) purchasing all food products required for the food service operation and any special catering needs;
- (f) food preparation small wares, meal trays, paper products and items used for meal consumption as approved by the Jail Administrator or his designee;
- (g) repairing or replacing County supplied equipment which is damaged or destroyed by the Contractor through other than normal wear and tear as determined by the Jail Administrator or his designee;
- (h) providing personnel consistent with the staffing proposal in its response to the RFP;
- (i) shall not use flame producing chemicals as cleaning agents; and
- (j) ensuring their personnel meet the security, background or other checks and requirements of the Jail prior to placement.

3.2 County Responsibilities: County, at its' expense, will be responsible for the following:

- (a) general maintenance of the building structure;
- (b) cleaning and sanitation supplies required for routine cleaning of food preparation, staff dining, service and storage areas, including all areas and equipment used in performing the food service operations provided for in this agreement, removing all trash and garbage from the dumpster;
- (c) providing extermination services on a regularly scheduled basis;
- (d) maintaining, repairing and replacing all facilities and equipment that are provided pursuant section 2.1 as necessary to enable the Food Service Contractor to perform its responsibilities under this agreement in an efficient manner; provided that such equipment is not lost, damaged or destroyed through abuse by the Contractor;
- (e) providing all utilities necessary for the food service operation pursuant to this Agreement;
- (f) providing security for food service areas;
- (g) provision of inmate labor for sanitation procedures, trash disposal, food service area cleanup and traying-up of meals.
- (h) provide reasonable notification of utility cut off, construction, and renovation affecting the kitchen operations.
(Reasonable notice will be deemed to be a twenty-four (24) hour advance notice, if possible.)

4.0 FINANCIAL ARRANGEMENTS

4.1 Invoice: The Contractor shall submit to the County on the first day of each week, for the preceding week, an invoice for inmate and staff meals ordered or served consistent with the pricing schedule enumerated in Section 4.4.

4.2 Payment: County will remit payment of the amounts due to the Contractor pursuant to this Agreement within thirty (30) days after receipt of an invoice or as otherwise agreed. Payment will be mailed to _____.

- 4.3 Record Keeping:** The Contractor will maintain full and accurate records of sales and meal counts in connection with the food services provided under this agreement for a period of at least three (3) years. County will have the right to examine and audit such records at reasonable times during normal business hours.
- 4.4 Meal Costs:** Listed below is the scale by which the cost per meal will be calculated during the initial term of this contract will be compensated at the rate identified in the following scale:

Example: Per meal cost to include beverage
 Per meal cost for double entrée meals and beverage
 Snack not served with the meal
 Staff meal cost

Inmate Population	<u>Price Per Meal</u>
1-500	
501-Plus	

Contract Renewal: This contract may be renewed for four (4) additional one (1) year periods subject to the following restrictions. The Contractor shall submit to the County by October 1st during the initial term of this contract and during any subsequent term for which it is renewed, its request for cost adjustment based solely upon the Consumer Price Index. The County may accept or negotiate a price increase or decrease based upon such index and, with approval of the Rockdale County Board of Commissioners, extends this contract at the newly agreed cost per meal. In the event that an acceptable agreement cannot be reached or if the Rockdale County Board of Commissioners declines to approve the extension/cost increase, the contract shall automatically terminate at the end of the term period. If the contractor does not submit a request for adjustment to the County by October 1st in any year, the price per meal for the following year will either remain the same as the previous year or be adjusted lower if the CPI so indicates; provided that, the contract is renewed. **If the Contractor determines that he no longer desires to continue the contract, then it is the duty of the Contractor to provide written notification no later than July 1st, in any year. Failure of the Contractor to provide notification of their intent to terminate or continue the Agreement by July 1st, in any year, will constitute a material breach of this Agreement.**

5.0 EMPLOYEES

5.1 General Provisions: The Contractor will provide a staff of employees, including supervisory personnel, as proposed in its staffing plan and at times stated in the plan for the efficient operation of the food service operation hereunder. Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. All persons employed by the Contractor in connection with such operation will be on the Contractor's payroll and will be deemed employees of the

Contractor's for all purposes including taxes and insurance. The Contractor's employees will comply with all rules promulgated by the County for safe and orderly conduct of the activities carried out at County Facilities as necessary to enable the Contractor to carry out its responsibilities hereunder, consistent with the security requirements provided for in the RFP and mandatory for the operation of the Rockdale County Jail. Furthermore, contractor or its employee's agree to abide by all rules, regulations, and policies established by the Rockdale County Sheriff's Office and/or Rockdale County Government.

- 5.2 Employment Practices:** As a condition of the contract, the Contractor covenants that the Contractor will take all necessary actions to ensure that in connection with any work under this contract the Contractor, its associates, subcontractors and sub-consultants, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, or through contractual or other arrangements. The Contractor shall keep and safeguard all records relating to this contract or work performed hereunder for a minimum period of four (4) years from final contract completion with full access allowed authorizing representatives of the County upon requests for purposes of evaluating compliance with this and other provisions of the contract.
- 5.3 Removal at County's Request:** If County objects to the continued use of any of Contractor's employee in the Rockdale County Jail, it will so notify the Contractor. The Contractor will immediately remove such employee from the Rockdale County Jail. The County retains the right to thoroughly investigate any current or prospective Contractor's employees who will be granted access to the Rockdale County Jail. Such employees must pass a security clearance that will consist of, at a minimum, a criminal record check, and a driver's history check by the County Sheriff. No Contractor employee will be permitted to work in the Rockdale County Jail without the approval of the Jail Administrator. Absolutely no former employee of any Contractor conducting business with the Jail shall be allowed access into the facility other than that permitted to the general public. If at any time the Contractor is aware of any employee that has a relative incarcerated in the Rockdale County Jail then it is the duty of the Contractor to immediately notify the Jail Administrator or his designated representative in writing.
- 5.4 Health Examinations:** The Contractor shall cause its employees assigned to work in the Rockdale County Jail to submit to periodic health examinations at least as frequently and as stringently as required by law or code or at the discretion of the Jail Administrator, and to submit satisfactory evidence of compliance with all health regulations to the County upon request. Contractor personnel shall have as a minimum a PPD test.

6.0 INSURANCE, INDEMNITIES AND WAIVERS

6.1 Insurance:

The Contractor shall submit, prior to performing any work under this contract, a certificate of insurance, certifying by his insurance company that he is carrying insurance in accordance with the following table. Said certificate shall become a part of the contract agreement. Rockdale County and its officials, including the Rockdale County Sheriff, will be listed as additional party's insured. Insurance will be written by a company that has an A. M. Best Insurance Rating of A- X or better, or is otherwise acceptable by the County. A sixty (60) day notification of any insurance policy cancellation will be provided to Rockdale County and the Sheriff's Office. The Sheriff's Office reserves the right to request certified copies of the Contractor's insurance policies. The insurance company shall be licensed to do business in the State of Georgia.

A. Workmen's Compensation - As provided for in the State of Georgia statutes.

B. Comprehensive General Liability to including product liability:

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

C. Comprehensive Automobile Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$100,000 each occurrence

6.1 D. Umbrella Liability \$3,000,000 per occurrence.

6.2 Property Insurance: County will maintain insurance on Rockdale County Jail and all property contained therein for fire and casualties. The Contractor agrees to waive its right of recovery, including subrogation, against the County for losses or damage to its property as a result of fire or other casualties normally covered under standard broad form insurance policies.

6.3 Indemnification: Contractor agrees to indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all liability, loss, damages, claims, liens, cost and expenses, including attorney's fees, arising out of or due to the performance of this agreement by Contractor, its officers, employees, and agents whether negligent or not and whether caused by the contributory negligence of the County. The County will give reasonable notice to the Contractor of any claim, action or proceeding in respect of which indemnity may be sought hereunder. This section will survive the termination of this Agreement.

7.0 GENERAL TERMS AND CONDITIONS

7.1 Contingencies: Neither party will be liable to the other party for any non-performance of its obligations under this Agreement caused by the occurrence of any contingencies defined as an "Act of

God". This does not however, exclude the Contractor from the obligations to provide meals per the specifications provided for in the Request For Proposal due to damage of the kitchen and/or kitchen equipment caused by: a fire in the jail; any water damage; denial of any utilities that are not the result of negligence on the part of the Sheriff's Office; construction/renovation; or tornado related damage. The Contractor shall provide a field kitchen on site within two and one-half hours of such an event that disrupts the meal service for a period of more than two meals. The inmate meal service shall not be delayed more than three hours. Two consecutive cold meals may be served to the inmates immediately after the happening of said events unless the facility kitchen and/or kitchen equipment become operational in a timely manner to permit the preparation of the normal meal.

7.2 Confidential Information: Certain proprietary materials including menus, recipes, signage, surveys, and studies, management procedures, operating manuals, software programs and similar information regularly used in Contractor's operations ("Confidential Information") will be provided to County by the Contractor for use in the food service operation. County will not disclose any Confidential Information, directly or indirectly, during the term of the Agreement. County will not photocopy or otherwise duplicate any such material without prior consent. All Confidential Information will be clearly identified with large "CONFIDENTIAL" notation clearly displayed on the document and will remain the Contractor's exclusive property and will be returned to the Contractor immediately upon termination of the Agreement. The Rockdale County Sheriff's Office will handle each open records request on a case by case basis.

7.3 Notices: All notices required by this Agreement will be in writing and will be delivered personally, or by overnight courier or registered or certified mail, return receipt requested, addressed as follows:

To County: Rockdale County Finance Department – Purchasing Division
 958 Milstead Avenue
 Conyers, GA 30012
 Attention: Tina Malone

With a copy to: Rockdale County Sheriff's Office
 911 Chambers Drive
 Conyers, Georgia 30012
 Attention: Major Mike Kinlein Sr., Esq.
 Jail Administrator

To Contractor:

7.4 Termination: This agreement, mutually agreed upon and entered into between the County and the Contractor, exclusive of any other provisions of this contract, may terminate upon any one of the following conditions:

- a).** Suspension of Rockdale County Jail Operation - Should the governing authority responsible for the Jail cease operation of the institution for any reason, the contract shall, at the option of the County become void.
- b).** Termination for Non-Performance - The County may terminate this agreement at any time the Contractor fails to carry out the provisions of the agreement if, in the opinion of the County, the performance of the Contractor under this agreement is unreasonably delayed or the Contractor is violating any provision of this Agreement or the RFP. The County shall provide the Contractor with notice of any conditions that are hindering Contractor's performance and, if after such notice, the Contractor fails to remedy such conditions within a reasonable time frame, not to exceed three (3) consecutive days, the County may, in writing and at its option, terminate the Agreement without further notice to the Contractor and order the Contractor to immediately stop work and vacate the premises.
- c).** Termination of Obligations upon Absence of Funding Available - This agreement will terminate immediately and absolutely at such time as the appropriated and otherwise unobligated funds are no longer available to satisfy the obligation of the County under this agreement.
- d).** Notice by County pursuant to paragraph 1.0 Term of this Agreement and pursuant to the Official Code of Georgia Annotated 36-60-13.

The foregoing rights of termination are in addition to any and all other rights available under law or in equity.

7.5 Rights and Duties Upon Termination: Upon termination of this Agreement for any reason, the following provisions will apply:

- (a) County Facility: The Contractor will return County Facilities and all equipment therein in the same condition as existed at the time of delivery to the Contractor, excepting ordinary wear and tear, loss, or damage occurring without the fault of the Contractor, and damage occurring as a result of acts of God. The Contractor shall clean the facilities and dispose of all trash prior to turning over to the County the facilities that the Contractor utilized for food service operations.
- (b) Inventory and Supplies: The Contractor will submit to County within five (5) days after the date of termination, a schedule of all usable inventory and supplies purchased by the Contractor for the food service operation, including any equipment purchased by the Contractor on the County's behalf.
- (c) Final Accounting: The Contractor will deliver to County within thirty (30) days after the termination a final written accounting of the results of the food service operation.

7.6 Binding Affect: This Agreement shall be binding upon and will inure to the benefit of the party's hereto and their respective

successors, assigns, and representatives. The Contractor shall not, however, assign or otherwise transfer any of its rights under this Agreement without prior written consent of the County.

7.7 Entire Agreement: This Agreement constitutes the final, complete and exclusive written agreement of the parties with respect to the food service operations at the Rockdale County Adult Detention Center and will supersede all previous communications, representations, agreements or statements, whether oral or written, by any party or between the parties, except for those documents known as the Request For Proposal, and applicable amendments, and Bid Proposal Response which are incorporated by reference and expressly made a part of this agreement. The parties specifically agree that the Request for Proposal with applicable amendments and Bid Proposal Response, in that order, shall control the interpretation of this agreement unless specifically contradicted by this document known as the Rockdale County Sheriff's Office, Rockdale County Jail, Food Service Management Agreement which will then control.

7.8 Modification: No modification of any of the terms and conditions of this Agreement will be effective unless such modifications is expressed in writing and signed by all parties to this agreement.

7.9 Waiver: The failure of either party to enforce any of the terms of this Agreement on one or more occasions will not constitute a waiver of the right to enforce such term or each and every term of the Agreement on any other occasion.

7.10 Relationship of Parties: The parties agree that the Contractor will be an independent contractor to the County. Nothing herein will be construed to create a partnership; joint venture or agency relationship between the parties and neither will have the authority to bind the other in any respect. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making the Contractor the agent, servant, or employee of the County.

7.11 Governing Law and Venue: The laws of the State of Georgia will govern this agreement. The obligations of the parties to this agreement are performable in Rockdale County, Georgia, and if legal action is necessary to enforce same, exclusive venue shall lie in Rockdale County, Georgia.

7.11 Severability: Should any part or parts of this agreement be found void, unenforceable, invalid, or unconscionable for any reason by a court of competent jurisdiction, such judgment shall not affect the validity of the balance of the terms of this Agreement, which shall remain in full force and effect.

7.12 Time is Of the Essence: Both parties agree that time is of the essence.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the date first above written.

Food Service Management Company
Authorized Agent

Rockdale County:

Chairman, Board of Commissioners

County Clerk

Approved as to form:

County Attorney

PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	Cost per Meal	\$
2.	Staff Meal Cost if Different	\$
3.	Cost Per Meal with Double Entrée	\$
4.	Cost of Snack (not included in a meal)	\$
5.		\$
6.		\$

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

 (Signed)

 (Title)

Subscribed and Sworn to before me this _____ day of _____, 20

Name _____

Title _____

My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

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

Name _____

Title _____

My commission expires (Date)

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

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 on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

**Affidavit Verifying Status
for County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

2. YEAR PRIOR TO "1" ABOVE:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

3. YEAR PRIOR TO "2" ABOVE:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

1. What is the Contractor's current bonding capacity? _____
2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

- A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address:

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #2:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #3:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? _____

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires: