



COBB COUNTY PURCHASING DEPARTMENT

100 Cherokee Street, Suite 260
Marietta, Georgia 30090
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.cobbcounty.org/purchasing

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
MARIETTA, GA 30090

All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**

► *Official Signature is required on this form guaranteeing the quotation.*

- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**

► *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*

- **BID BOND – Not Required**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “SEALED BID LABEL” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, even if it is a “NO BID” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, January 14, 2015** in the

**Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090**

No bids will be accepted after the 12:00 noon deadline.

**Sealed Bid # 16 – 6110
Request for Proposal
Food and Beverage Services
Cobb County Senior Services Department**

Pre-Proposal Meeting: December 16, 2015 @ 10:00 A.M.

**Cobb County Senior Services Department
1150 Powder Springs Street, Suite 100
Marietta, Georgia 30090**

Proposals are opened at 2:00 p.m. in the Cobb County Board of Commissioners Room, 2nd Floor, 100 Cherokee Street, Marietta, Georgia 30090.

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the “performance of physical services” in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.cobbcounty.org/purchasing.

Advertise: December 11, 18, 25, 2015
January 1, 8, 2016

BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO:
Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, GA 30090

BID/PROJECT NUMBER: 16-6110
Request for Proposal
Food and Beverage Services
Cobb County Senior Services Department

DELIVERY DEADLINE: January 14, 2016 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: January 14, 2016 @ 2:00 P.M. in the Cobb County Board of Commissioner Meeting Room, 2nd Floor, Marietta, Georgia, 30090.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **16-6110**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:

Cobb County Purchasing
100 Cherokee Street, Suite 260
Marietta, GA 30090

SEALED BID # 16-6110 DATE: January 14, 2016

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal
Food and Beverage Services

VENDOR: _____

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
100 Cherokee Street, Suite 260
MARIETTA, GA 30090

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
SEALED BID NUMBER 16-6110
Request for Proposal
Food and Beverage Services
Cobb County Senior Services Department

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 100 Cherokee Street, Suite 260, Marietta, GA. 30090 -Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

Sealed Bid # 16-6110

**Request for Proposal
Food and Beverage Services
Cobb County Senior Services Department**

Bid Opening Date: January 14, 2016

**Pre-Proposal Conference: December 16, 2015 @ 10:00 A.M. (E.S.T.)
Cobb County Senior Services Department
1150 Powder Springs Street
Marietta, Georgia 30090**

**Proposals Are Received In the Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090**

Before 12:00 (Noon) By The Bid Opening Date

**Proposal Will Be Opened In the Cobb County Board Of Commissioner Meeting Room at 2:00 pm
2nd Floor, 100 Cherokee Street
Marietta, GA 30090**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 6 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

**REQUEST FOR PROPOSAL
FOOD AND BEVERAGE SERVICES
COBB COUNTY SENIOR SERVICES
SEALED BID #16-6110**

INTRODUCTION

Cobb County Senior Services (“CSS”) is seeking proposals from qualified vendors (“Vendor”) for the purpose of selecting an experienced restaurateur to provide high-quality and diverse food and beverage service for the Café located in our Senior Wellness Center. This Request for Proposal is an invitation by the County for vendors to submit a sealed proposal which may be subject to subsequent discussions and negotiations.

Proposals shall be sealed, mailed or delivered to the **Cobb County Purchasing Department, 100 Cherokee Street, Suite 260, Marietta, Georgia, 30090 before 12:00 noon on January 14, 2016. Late submittals will not be accepted.**

Please submit an original and six (6) copies.

A pre-proposal meeting shall be conducted at Cobb County Senior Services, 1150 Powder Springs Street, Suite 100, Marietta, Georgia at 10:00 AM on December 16, 2015. Attendance is not mandatory but bidders are highly encouraged to attend.

Any questions regarding this RFP must be directed in writing to:

Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, Georgia 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The deadline for questions to be submitted is 5:00 PM on January 5, 2016.

SCOPE OF WORK

CSS Kitchen and Cafe

CSS is requesting proposals from Vendors to operate a Food Service Kitchen and Café business located in the Senior Wellness Center, 1150 Powder Springs Street, Marietta, GA 30064. The Vendor's staff shall also reheat and serve pre-ordered and prepared meals in the Senior Café for Marietta Neighborhood (Congregate) Senior Center clients.

The Proposer shall submit a business plan to operate the food facility, as identified, for the purposes of dispensing food, non-alcoholic beverages, and related items in accordance with all the terms and conditions specified in this RFP. The Vendor shall operate and maintain the food service facility on behalf of the Cobb County Board of Commissioners and CSS.

The food service facility, consisting of a full-service commercial kitchen, the Senior Café, a Teaching Kitchen and a Dinner Theater is located within the Senior Wellness Center, 1150 Powder Springs Street, Marietta, GA, 30064. The Senior Wellness Center offers classes, seminars and events for seniors 55+ and professional development classes for Cobb County Government staff. The Marietta Neighborhood (Congregate) Senior Center is also housed in the same building.

Requirements:

- A. Vendor must operate the cafe on a self-sustaining (profit and loss) basis. CSS will not provide any financing to sustain the operations of the food service facility nor will CSS subsidize any financial losses incurred by the Vendor as a result of providing the specified food services. Once the Café is established, CSS expects to receive a negotiated percentage of the gross receipts based on monthly reports received from Vendor.
- B. The food service facilities must be open to the public for breakfast and lunch, Monday through Friday, excluding Cobb County holidays and closings due to inclement weather. Any modifications to these operating hours and the procedures for requesting further modifications shall be included in the written contract between the selected provider and Cobb County.
- C. The Café has a large seating area furnished with 23 tables, 92 chairs, 2 televisions, steam tables, a grab-and-go refrigerator, a drink refrigerator, a cafeteria line with cashier and comes with WIFI capability. A patio is also available for patron use, furnished with 9 tables with folding picnic umbrellas and 42 chairs. CSS has provided all kitchen appliances. Vendor shall maintain the Café area throughout the day and meticulously clean the kitchen prior to leaving.
- D. Vendor shall provide a full service menu that includes, but is not limited to, healthy meals. Breakfast menu may include continental type food items, breakfast sandwiches, wraps and sides such as hash browns, grits, and fresh fruit. Lunch menu may include hot entrees, sides, soups, a colorful salad bar, a variety of hot pressed Panini sandwiches and/or cold sandwiches, wraps, and desserts. A coffee and/or smoothie bar with a variety of specialty drinks may be provided.
- E. Periodic adjustments shall be made to menus to include seasonal foods.
- F. Vendor shall provide a healthy meal, at a discounted price, to encourage patrons to engage in a healthy lifestyle as part of the mission of the Wellness Center.

- G. Café space will be shared by the Marietta Congregate Center during lunch hour to serve CSS clients. These meals meet 1/3 RDA requirements and are delivered by an approved outside vendor. Meals will be ordered and checked in by CSS staff however reheating and serving of these meals must be provided by the selected Café vendor. An average of 40 meals is served to Marietta Congregate Center clients daily.
- H. All meals shall be prepared in the CSS kitchen. CSS staff will have access to the kitchen at all times including the walk-in refrigerator and freezer. The kitchen shall also be shared with CSS staff to reheat Home Delivered meals and Congregate Center meals for clients every morning before 9:00 AM.
- I. If any portion of the meals is to be prepared off-site, the Vendor must specify the location of all food preparation sites in the proposal and include a full description of the preparation area, the amount of space available and all relevant data showing that the area conforms to all local, State and Federal standards. Vendor shall also include written permission for inspection of the space by CSS *prior* to awarding of a contract. Vendor must also submit a detailed delivery plan to the CSS site with the proposal.
- J. Vendor shall assume responsibility for the efficient management of the CSS kitchen and Café for the stipulated period, subject to the terms and conditions herein. The County shall have the right to approve food and beverage selections. The Vendor shall also assume the responsibility of the supervision of Vendor's employees, administrative activities, food production and service.
- K. The apparent silence of these and any supplemental specification as to any details, or the omission of a detailed description concerning any point, shall mean that the best commercial practices are to be used and only products, materials and equipment of the highest quality and correct type, size and/or design are to be used. All services shall be of first-rate quality. Interpretations of the specifications in this RFP shall be made based on this paragraph, with CSS' interpretation prevailing.
- L. The quality of food and services, quantity and condition of equipment, and all other phases of operations shall be subject to the review and approval of CSS.
- M. The CSS kitchen is a full service kitchen with all needed equipment. Attachment A includes a list of equipment available for use. CSS will provide a comprehensive preventive maintenance contract on all equipment. It will be the responsibility of the Vendor's staff to maintain all equipment appropriately. Should any problems with equipment arise, the Vendor must notify the CSS Manager of Operations for further investigation and repair.
- N. CSS will provide adequate space for operations as indicated in this document and thereafter, such space as it may deem necessary. CSS will provide adequate ingress and egress, including a reasonable use of existing corridors, passageways, driveways, and loading areas. CSS will, as it deems advisable, provide heating/ventilation/air conditioning (HVAC), lighting, and utilities (including telephone & internet service). Vendor shall be responsible for providing business equipment such as computers, printers and other peripherals.

- O. CSS will maintain and repair building structure in areas assigned for the Vendor's use, including routine periodic painting and redecoration; and the maintenance of gas, water, steam, sewer, electrical lines, ventilation, electrical lighting fixtures (including re-lamping and replacing light bulbs), floors, walls, bathroom facilities, and ceilings. The Vendor shall bear the expense of repairs and consequent redecoration necessary because of negligence on the part of the Vendor or the Vendor's employees or sub-contractors.
- P. CSS reserves the right to inspect the food service facility at anytime and to provide Vendor with a comprehensive review and deficiency report, if any, for the following:
1. Service quality, attentiveness, courtesy, and similar factors
 2. Food quality, presentation, merchandising
 3. Sanitary practices and conditions
 4. Personnel appearance
 5. Safety conditions
- Q. Compliance with Health and Other Standards
1. CSS Kitchen and Vendor's sites must meet all applicable Federal, State, and/or local standards for meal preparation sites.
 2. Vendor must obtain all food service license and permits as mandated by Federal, State, and local public health agencies and any other authorities. Vendor must maintain compliance with all applicable health and sanitary regulations and laws. Vendor must secure and pay all Federal, State and local licenses, permits, fees, and taxes required for the operation of the food service provided.
 3. During the contract period, CSS has the right to conduct periodic, unannounced inspections of the Vendor's meal preparation and storage site(s) to ensure proper food preparation and handling procedures; compliance with Federal, State and local laws and standards and adequacy of food storage practices.
 4. A copy of the Vendor's current Health Inspection Report must be submitted with the proposal. The successful Vendor will be required to correct any deficiencies cited in the health inspection report prior to contracting with CSS.
 5. The Health Inspection Score for the CSS Kitchen and Café shall not fall below a 95 due, in any part, to the fault of the selected Vendor.

Dinner Theater

The Dinner Theater is a 4,788 square foot banquet room located within the Senior Wellness Center, 1150 Powder Springs Street, Marietta, GA 30064. The theater seats 300 theater-style and comes complete with a stage, tables and chairs.

Opportunities for catering may be made available for groups, clubs, organizations and individuals who use the Dinner Theater for special functions such as dinner and breakfast events, theatrical productions, public shows, conferences, graduations, anniversaries, weddings, banquets, and birthday celebrations. Food and non-alcoholic beverage services shall include a variety of menus ranging from box lunches to plated dinners. Opportunities for catering may also be available for Cobb County functions and meetings outside of the Senior Wellness Center.

Catering

All details, costs and processes related to rental of the facility are the responsibility of CSS. Vendor is responsible only for catering and room set-up for each contracted event. The Vendor shall, at all times, be considered an independent contractor and shall not imply, infer, create or form a partnership, joint venture, or other corporate arrangement with Cobb County.

CSS has adequate tables and chairs available at the facility. Arrangements for table and chair set-up will be completed by CSS staff. Conditions and policies concerning decorations and allowable entertainment will be agreed upon between Renter and CSS.

Caterer shall be responsible for cleaning all locations used for food preparation, and food and beverage spills. The Dinner Theater and all prep and serving areas must be left in the same condition as found. If the Vendor has contracted with the Renter for trash removal, all trash must be placed inside of trash bags and placed in the outside dumpster.

This service is a new venture for the County, with the potential for a number of catering opportunities. However, the County cannot guarantee or commit to a minimum amount of business for any caterer selected under this agreement.

Caterers will be required to provide a reimbursement to the County, in the form of a negotiated percentage of the total fee, for each catering event.

MINIMUM QUALIFICATIONS

Vendors must provide details on qualifications as outlined; however, specific minimum qualifications are as follows:

- A. As of the release of this RFP, the successful Vendor must be a food service management company and have the technical knowledge and equipment capabilities required to supply food service (including but not limited to the necessary kitchen staff with food service experience) in accordance to the specifications of this RFP. The selected vendor shall have been in business for a minimum of one (1) year in the State of Georgia.
- B. Vendor's food preparation sites must meet all applicable Federal, State, and local standards for meal preparation sites.
- C. Vendor must maintain any and all required food service licenses and permits as mandated by Federal, State and local public health agencies and any other authorities. In addition, Vendor must maintain compliance with all applicable health and sanitary regulations and laws. Vendor must secure and pay all Federal, State and local licenses, permits, fees, and taxes required for the operation of the food service provided.
- D. Vendor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the work hereunder by the Vendor, his agents, representatives, employees, or subcontractors. See details in Section IX. Insurance in Cobb County General Instructions for Proposers, Terms and Conditions.

CONTRACT TERM

Any contract awarded as a result of proposals submitted under this RFP shall extend from the date of award for a period of twelve (12) full months.

The contract will be renewable at the option of the County (subject to availability of funds) and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options). The submitted proposal shall become part of the contract.

MONITORING AND PLANS OF CORRECTION

CSS shall monitor all functions held at the facility.

A detailed Agreement will be executed with the successful Vendor. If violations of this Agreement are cited, the Vendor will be given a written report which identifies the violation. The Vendor must submit a written plan of correction, explanation or improvement within ten (10) days of receipt of the written report.

CSS may terminate this contract at any time by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination.

PROPOSAL FORMAT

Proposals shall be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to fulfill the requirements of the RFP. The following information shall be included in your response. This outline is not all-inclusive and respondents may add information as deemed appropriate.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, responses must be organized and submitted in the following format.

A. General Information:

1. Include Company name, address, telephone and facsimile numbers, contact person name and e-mail address and the title of the RFP.
2. Provide a table of contents that includes a clear identification of the written material by section and by page number.
3. Include a response to each section of the RFP. Incomplete responses may be grounds for elimination from the selection process.
4. Provide a marketing and advertising plan for the Café.

B. Company Background and Qualifications:

1. Provide a profile of Vendor's organization, including number of years in business and a description of the legal structure and principal officers. The Vendor must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary, if applicable.
2. Provide a copy of any organization profile, sales brochure or other documentation pertaining to the organization.
3. Provide resumes of key personnel and principals of the organization.

4. Provide an explanation of company's experience in working with public entities and any other entities that market facilities for a public venue.
5. Provide three (3) references from facilities served by the company to include contact name, title, address, current telephone number, and current email address.
4. Provide examples of Vendor's café and catering menus highlighting the capability to provide diverse menu options. Address Vendor's ability to provide service for different events such as picnic meals, hot lunches, snacks, etc. Include a sample menu for café and catering with proposed pricing for Café patrons and group rentals of the Dinner Theater. Please include pricing for multiple items, including the healthy meal option, to fully demonstrate your pricing structure.
6. Submit a detailed plan outlining Vendor's catering procedures and forms and how customer satisfaction will be achieved.

EVALUATION CRITERIA

Responses will be evaluated by the Evaluation Selection Committee on the basis of the following criteria, listed in no particular order. The County may request oral presentations or conduct such investigations as it deems necessary to assist in the evaluation of any response and to establish to the County's satisfaction the qualifications of any respondent. Failure to include requested information may result in possible elimination from the evaluation process.

Company Background/Staffing - Evaluation of company background and staffing including number of full time employees and staffing levels; and the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project

Experience/Performance - Review of past performance on Cobb County projects or other projects of similar nature and complexity as the proposed project

Menu Selection - Evaluation of sample menus included for multiple types of events. Menus will be evaluated on presentation, variety, healthy options and creativity.

References - Evaluation of client references whether included in the proposal response or not

Pricing Structure – Evaluation of pricing structure based on pricing of sample menu items and group rental fees. Pricing may be compared to local area pricing for similar venues and facilities.

Attachment A

Item #	Equipment	Quantity
1	Fly fan	2
2	Sink, Hand, Wall mount	4
3	Kettle, Steam, Jacketed	1
4	Floor trough/grate	1
5	Tilt Skillet	1
6	Floor trough/grate	1
7	Oven, Convection, Gas	1
8	Oven, Convection, Gas	1
9	Oven-Steamer, Combination	1
10	Ansul Piranha System	1
11	Range, Restaurant, Gas	1
12	Cook/Hold Oven Cabinet, Electric	1
13	Exhaust Hood/ Fire Suppression	1
14	Work Table	1
15	Work Table	1
16	Floor Mixer	1
19	Baker's Table W/ Over shelf	1
21	Ingredient Bins	3
22	Proofer/Holding Cabinet, Mobile	1
23	Roll-in Refrigerator racks	7
24	Cabinet, Mobile, Warming & Holding	2
25	Disposer	1
25a	Disposer	1
26	Veg/Prep Table w/sink	1
27	Food Processor, Electric	1
28	Mobile Equipment stand	1
29	Slicer	1
31	Work table w/sink	1
32	Utility cart	2
33	Shelving	1
34	Serving Counter, Hot food, Electric	2
35	Conveyor Tray make-up	1
36	Cart, Food transport	1
37	Air Compressor	1
38	Heat Seal Machine	1
39	Pass-thru Heated Cabinet	1
41	Pass-thru Refrigerator	1
42	Ice bin	1
43	Ice Maker, cube-style	1
44	Blast Chiller Freezer, roll-in	1
45	Shelving	1
46	Refrigerator- Existing	1

47	Lockers by Others	1
48	Mop Sink	1
49	Mop hanger	1
51	Work table w/sink	1
52	Reach-in Refrigerator by Owner	1
53	Milk Cooler	1
54	Sink, Hand, Wall mount	1
55	Work table by owner	4
56	Work table by owner	2
57	Shelf, Microwave	2
58	Microwave	2
59	Shelving	1
61	Pot Pan Shelving	3
62	Pot & Pan Sink (Custom T.B.F)	1
63	Pot Rack, Wall mount	1
64	Cleaning System, Pressure, wall mount	1
65	Soiled Dish Table (Custom T.B.F)	1
66	Silver Soak Sink	1
67	Disposer	1
68	DW Ducts (Custom T.B.F)	1
69	Dishwasher, Conveyor type	1
71	Clean Dish table (Custom T.B.F)	1
73	Dispenser, Self-leveling Plate, Heated	1
74	Dolly, Four Wheel	3
75	Dolly, Dish rack	4
78	Prep Sink by others	1
79	Counter by others	1
80	Ansul Piranha System	1
81	Double Wall oven	1
82	Double Sink	1
83	Refrigerator/Freezer	1
84	Exhaust Hood/ Fire Suppression	1
85	Induction Cooker	1
86	Counter w/sink	1
88	Tray and Silver Cart	1
89	Dispenser, Self-leveling Plate, Heated	1
90	Dispenser, Plate Dish, round	2
91	Cabinet base work table w/sink (Custom T.B.F)	1
92	Hot Food Station	1
93	Utility Station	1
94	Refrigerated Station	1
95	Food Warmer/cooker/rethermalizer, countertop	2
96	Utility Station	1

97	Buffet Warmer	1
98	Display Case, refrigerated self serve	1
99	Cash register by others	1
100	Shelf, Microwave	1
101	Cashier Station	1
102	Sink, Hand, Wall mount	1
103	Display Case, refrigerated	1
104	Beverage Counter (Custom T.B.F)	1
105	Paper cup dispenser	2
107	Coffee Maker by Product Supplier CWTF-Twin-APS	1
108	Iced Tea Brewer by Product supplier TUSQ	1
109	Iced Tea Brewer by Product supplier TUSQ	1
110	Microwave Oven	1
111	Ice Maker/Dispenser	1
114	Shelving, plastic	45
115	Shelving	1
116	Shelving	1
117	Dunnage Shelving	1
W1	Walk-In Cooler/Freezer	1
W1b	Refrigeration	1
W1c	Freight	1
W2	Installation	1
W2b	Evaporator	1
W2c	Condensing Unit	1

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk, as the proposer will be held accountable for their proposal response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.

Requests for Proposals (RFP) issued by Cobb County are advertised on the Cobb County Internet site (www.cobbcounty.org/purchasing) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each proposer should state time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on February 2, 2016** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:
Cobb County Purchasing Department
100 Cherokee Street, Suite 260
Marietta, GA 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.cobbcounty.org/purchasing. Receipt of addenda shall be acknowledged in the submitted proposal. It is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda shall be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

The proposer shall give notice in writing of his claim of right to withdraw his proposal without penalty due to an error within two (2) business days (48 hours) after the conclusion of the proposal opening. Proposals may be withdrawn from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the proposal, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn. The proposer's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his proposal. If a proposal is withdrawn under the authority of this provision, the lowest remaining responsive proposal shall be deemed to be low proposal. Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

VIII. Bid, Payment & Performance Bonds – Not Required

IX. Insurance

A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing design, engineering or other professional services.
- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.
- vi. Builder's "All Risk" Insurance: In the event Contractor is performing construction services under the Contract, Contractor shall procure and maintain "All-Risk" Builder's insurance, written on a commercially recognized policy form, providing coverage for the Work performed under the contract, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limit shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the Contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lighting, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.
 - (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
 - (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.

G. All Coverages

i. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County *insert department name and address*. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

(iii) Failure of Insurers. The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

X. Award

Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received. The County reserves the right to make an award as deemed in its best interest which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.

Time payment discounts will be considered in arriving at net prices and in award of proposal.

It is the intent of Cobb County Government to award all contracts in a manner that promotes fair, equitable treatment of all contractors and sub-contractors without regard to race, color, creed, national origin, gender, age, or disability.

XI. County Furnished Property

The County will furnish no material, labor or facilities unless so provided in the RFP.

XII. Rejection of Proposals

Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection of proposal.

XIII. Contract

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety. The County reserves the right to make changes to the "Sample Contract".

XIV. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XV. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor
- (c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb

County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XVII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding, however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XX. Ineligible Proposers

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXI. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and six (6) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.

As previously stated under IV, unsigned proposals will not be considered.

Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXII. Uniformity of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions may not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXIII. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail or facsimile or email to:

Cobb County Purchasing
100 Cherokee Street, Suite 260
Marietta, Georgia 30090
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum from Cobb County.

XXIV. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.

XXV. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVI. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statement and materials be avoided.

XXVII. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVIII. Local Vendor Presence (LVP) Program – Not Applicable

XXIX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations

During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.

3. Evaluation Criteria

The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. **A non-response to a specific category will result in no points being awarded for that category.** Final rankings will be based on a combination of price (where applicable) and qualitative factors.

The evaluation by any Selection Committee will be based on the criteria listed on Page 7.

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXX. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXI. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

If required, respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also be able to demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXII. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXIII. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXIV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXV. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 07-01-2013 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

This Affidavit Must Be Signed, Notarized And Submitted With Any Bid Requiring The Performance Of Physical Services. If The Affidavit Is Not Submitted At The Time Of The Bid, The Bid Will Be Determined To Be Non-Responsive And Will Be Disqualified.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to

comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

Effective 07-01-2013

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

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 on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

Effective 07-01-2013

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

_____ <i>(Project Name/Description)</i>		
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

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

Notary Public
Commission Expires: _____

Effective 07-01-2013

XXXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
100 Cherokee Street, Suite 260
Marietta, GA 30090
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated**

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
 Printed Name Signature of Authorized Representative

Title or position: _____

Date Completed: _____