



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

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
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

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. Affidavit **MUST** contain your E-Verify number.*
- **BID BOND**

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 PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: NOVEMBER 18, 2010

Sealed proposals from qualified contractors will be receive before 12:00 NOON, November 18, 2010, in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor. Materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 11 - 5538
REQUEST FOR PROPOSAL
VENDING MACHINE SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

PRE-PROPOSAL MEETING: NOVEMBER 3, 2010 @ 10:00A.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

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

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

Performance Bond in the amount of \$5,000.00 will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

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

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.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

Advertise: OCTOBER 22, 29, 2010
NOVEMBER 5, 12, 2010



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 11-5538
REQUEST FOR PROPOSAL
VENDING MACHINE SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT

DELIVERY DEADLINE: NOVEMBER 18, 2010 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: NOVEMBER 18, 2010 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

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: _____

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 **11-5538**; 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

Advertise Dates: OCTOBER 22, 29, 2010
NOVEMBER 5, 12, 2010

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

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 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: _____

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, bid will be determined non-responsive and will be disqualified.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 11-5538 DATE: November 18, 2010

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Vending Machine Services for
Cobb County Government Facilities**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

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 11-5538
REQUEST FOR PROPOSAL**

VENDING MACHINE SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES

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, 1772 County Services Parkway, Marietta, GA. 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 # 11 – 5538
VENDING MACHINE SERVICES FOR COBB COUNTY GOVERNMENT FACILITIES
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT
BID OPENING DATE: NOVEMBER 18, 2010

PRE-PROPOSAL CONFERENCE: NOVEMBER 3, 2010 @ 10:00A.M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 5 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

N.I.G.P. COMMODITY CODE: 96115

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
Vending Machine Services for Cobb County Government Facilities
Cobb County Property Management
Sealed Bid 11-5538

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**Request for Proposals
Vending Machine Services for Cobb County Government Facilities
Sealed Bid #11-5538**

Introduction

The purpose of this Request for Proposal is to provide information and requirements to enable qualified vendors to submit a proposal to furnish Vending Services to all designated Cobb County Government Facilities. The intent of the County is to issue a 36 month contract for Vending Services starting January 1, 2011 through December 31, 2014. The contract shall then be extended for two (2) additional one (1) year periods unless terminated by either party as stated in the Special Terms and Conditions section of this document.

All bids must be received before 12:00 noon on November 18, 2010 at the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA. 30008. No bids will be accepted after the 12:00 noon deadline. Bids will be opened at 2:00 p.m. in the Cobb County Purchasing Bid Room.

A pre-bid meeting will be held at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia, 3008 on November 3, 2010 at 10:00 a.m. for the purpose of answering questions of prospective bidders. Cobb County strongly encourages all firms wishing to bid attend.

Bidders having questions with regard to the project or Bid Documents shall present these questions in writing to the Owner for clarification no later than **Tuesday, November 9, 2010 at 5:00 p.m.** Responses will be in the form of an addendum. Bidders acknowledge receipt of addenda by inserting their number and date on the Bid Form. Failure to do so may subject bidder to disqualification. Addenda form part of the Contract Documents.

**Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
E-mail: purchasing@cobbcounty.org**

**Bidders shall submit an original and Six (6) copies of their response to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008**

Proposals must be submitted on the applicable forms provided in this document. Proposals shall be placed in a sealed envelope. Original must be manually signed in ink by a person having the authority to enter into a contract.

SCOPE OF SERVICES

I. Proposer affirms he meets minimum specifications

Proposer must check applicable blank below

Yes _____ No _____

II. Any deviation from specifications must be completely explained by proposer.

Proposer must explain an exact particular where his proposal does not meet minimum specifications if "No" is checked above. (Attach additional page or pages if necessary):

III. THE CONTRACT will be an "Open-End" type with County requirements to be satisfied on an "as required" basis. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing and signed by the Cobb County Purchasing Director.

IV. THE CONTRACT PERIOD shall be from January 1, 2011 through December 31, 2014, and shall then be extended for two (2) additional one (1) year periods unless terminated by either party in accordance with Paragraph VII.

V. DELIVERY Successful Proposer shall have 15 business days to provide operating machine(s) at site(s) after receiving notice to proceed from Cobb County. Anticipate notice to proceed to be on or about December 15, 2010. If delay is foreseen, the successful Proposer shall provide written notification immediately to the Purchasing Director. The successful Proposer must keep the Purchasing Department advised of the status of the order. The previous vendor has 30 days in which to remove their equipment.

VI. THE COUNTY INTENDS to make a single award for all to one firm for geographical areas as presented in the specifications of this document. A Proposer must submit a proposal on all four (4) areas.

VII. THE CONTRACT MAY BE TERMINATED, with or without cause, by any of the parties thereto, by giving a (90) day written notice of such termination date; provided, however, that any notice given hereunder shall be addressed to the appropriate designated representative named in Paragraph VIII at the address provided. Any notice shall be deemed and effective as of the date of mailing by Certified Mail, postage prepaid, return receipt requested, and such return receipt obtained.

VIII. PROPOSER MUST PROVIDE below representative, address, telephone number(s), including area code, to call when emergency or non-routine service is required.

X. PROPOSER MUST PROVIDE on the Vendor Qualification Form in Section 1 Company's information. Please attach additional sheet(s) of any other information Proposer considers pertinent. NOTE: Failure to furnish List # 1 will result in the proposal not being considered.

XI. EVALUATION OF PROPOSALS and selection of the successful Proposer for recommendation to the Board of Commissioners will be conducted by a committee composed of one representative from selected County departments.

The recommendation of the Committee will be presented to the Board of Commissioners for approval of the contract. Firms will be evaluated initially on the basis of the written proposals submitted. Consideration will be given, but not limited to, the following criteria in evaluating the responsiveness of each proposal:

- Experience and past performance of each vendor based on references provided.
- Adequate financial resources and ability to provide necessary record keeping requirements stated in the Minimum Specifications section of this proposal.
- Approach to service delivery as proposed by the vendor.
- Staffing will be considered based on the extent of the proposed service.
- Availability of vendor to respond to needs of County.
- Price of the products offered and the percentage of commission to be paid to the County will be considered in the evaluation. The criteria listed above are of equal or greater consideration than price. The quality of service will be paramount; the County is seeking quality service preformed in a cost effective manner.

XII. WARRANTY AND/OR GUARANTY: The Proposer will state below or will furnish a separate letter attachment which fully explains the conditions of Warranty and/or Guaranty; (i.e. assurance by Proposer that goods and services will be delivered as promised.)

XIII. OPTION TO AUDIT: Successful Proposer will be required to maintain complete records during the life of the contract. Such records are to be made available to the County if officially requested, to be audited by designated County auditing staff. If such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

XIV. PROPOSER IS REQUIRED to furnish, in **Section 3** of this RFP, a detailed description of item(s) being offered. Please attach additional sheet(s), if needed. NOTE: Failure to furnish this information will result in the proposal not being considered.

XV. SALES TAX: The Proposer shall include all sales taxes in total price of products sold; keep track of all taxes to be paid and shall be responsible for payment of these taxes to the State in a timely manner.

XVI. IF DURING THE LIFE OF THE CONTRACT, the successful Proposer's net price to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Cobb County.

XVII. A PRICE INCREASE may be considered by Cobb County only at the anniversary date of the contract and shall be substantiated in writing (i.e. manufacturer's direct cost, wholesale supplier's invoice, wage/labor rates, etc.). If an extreme situation arises before the anniversary date, Cobb County reserves the right to accept a proposal of a price increase as it deems to be in the best interest of the County.

XVIII. PATENTS/COPYRIGHTS: The successful Proposer agrees to protect Cobb County to the fullest extent provided by law, from claims involving infringements of patents and/or copyrights.

XIX. ASSIGNMENTS: The successful Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Cobb County.

XX. ADDENDA: Any interpretations, corrections or changes to this Request For Proposal will be made by addendum. Sole issuing authority of addenda shall be the Cobb County Purchasing Department. Proposers shall acknowledge receipt of all addenda.

XXI. PROPOSAL MUST COMPLY with all federal, state, county, and local laws concerning these types of service including the regulations of the Cobb County Health Department.

XXII. PERFORMANCE BOND:

Within ten (10) days after notification of award and prior to installation of any machines on Cobb County premises, the successful Proposer shall deposit with Cobb County the sum of Five Thousand (\$5,000.00) dollars in cash, cashiers check, or surety bond made out to Cobb County, out of which sum Cobb County may either during or at the end of the term of this contract replace or repair to the satisfaction of Cobb County, any damaged property and to pay any fees that may be in arrears. Bond shall be issued by a surety company authorized to do business in the State of Georgia. Total amount of the deposit will be maintained at all times during the life of the contract, and failure of successful Proposer to do so will be a breach of the contract. Such deposit, or unused portion thereof, will be returned to successful Proposer after the contract expires or is terminated and proper replacement/repair cost and fees have been deducted.

XXIII. FAILURE TO RETURN ALL REQUIRED PAGES MAY RESULT IN THE PROPOSAL BEING DECLARED INVALID.

SPECIFICATIONS

1.0 SCOPE:

Based upon the criteria set forth in the requirements of this RFP, Cobb County intends to award a contract granting a responsible contractor the right to install, operate, supply and service automatic vending equipment for the dispensing of food, food products, candy, gum/mints, and non-alcoholic beverages at the various Cobb County Government facilities listed herein.

2.0 EXPERIENCE:

The contractor shall have previous experience in providing vending machine service to facilities of similar type and size. Proposer shall furnish a list of current or recent accounts as references by entering them in **Section 2**.

3.0 LOCATIONS:

The locations where vending equipment shall be installed and operated are listed on the attached "Facilities Location" sheets (**Section 6**). The locations are divided into four (4) areas as presented in this RFP.

4.0 PERSONNEL QUALIFICATIONS:

4.1 The Contractor shall provide only fully trained and qualified service and maintenance personnel in the performance of these services.

4.2 Service personnel shall be bonded, with Bond Certificates to be presented upon the County's request.

4.3 When on County property, service and maintenance personnel must clearly display proper identification with both the name of the Contractor and the employee listed.

4.4 Service personnel shall be well groomed and neatly attired at all times, in a manner that will reflect credit upon both the Contractor and the facilities serviced.

4.5 Service and maintenance personnel are required to secure proper identification from the Cobb County Sheriff's Department for access to secured facilities. (Courts, jail, etc.)

5.0 EQUIPMENT:

5.1 The Contractor shall provide all automatic vending equipment necessary to provide quality food and refreshment service at the locations listed. The Contractor shall ascertain that all equipment meets or exceeds all applicable federal, state, and local laws, ordinances, rules and regulations.

5.2 Vending machines shall be equipped with meters which will give a count of monies deposited that can be read and recorded on a regular basis. It is

recognized that the actual gross may differ slightly due to slugs or bad coins. Exceptions to this requirement must be stated by the Proposer.

- 5.3 It is recommended that vending machines be equipped with dollar bill acceptors, particularly in locations where separate bill changers are not installed.
- 5.4 Proposer shall provide a complete list of the equipment to be furnished at each location, and indicate which machines will be equipped with a dollar bill acceptor, meters, etc. If a site does not have the space for the equipment to accommodate the requested service, the Proposer will state this on the site equipment form provided in this RFP.
- 5.5 The Contractor shall have sufficient service personnel, facilities and equipment to properly maintain the vending machines. Inoperable machines shall be repaired or replaced as soon as possible, but no longer than one (1) day from notification. The telephone number to call for service shall be prominently posted in each vending area or on each machine. The County shall require the Contractor to replace any machine that is frequently inoperable due to mechanical failure.

6.0 MERCHANDISE:

All merchandise shall be high quality, and where applicable, a leading national brand, with the County to judge the quality. All items must be freshness dated, with no item to be expired. Near expiration items may be deemed undesirable.

The County will not be responsible for product losses due to malfunction of equipment caused by power outage or any other cause deemed unavoidable.

7.0 FREQUENCY OF SERVICE:

Vending machines will be cleaned and restocked as frequently as necessary. Frequency of service will vary with type of equipment. Such frequency shall be dictated by quality and availability of product. The County reserves the right to request more frequent service if such is considered necessary for quality service. The Proposer will furnish information on **Section 4** of this proposal addressing his approach in this area.

8.0 COMMISSIONS:

Monthly Sales Reports upon which monthly commissions for each site are based shall be carefully kept by the Contractor.

Commissions shall be paid on a monthly basis, by check payable to:

Cobb County Finance Department
c/o Treasury Division
100 Cherokee Street-Suite 400
Marietta, Georgia 30090-9610

Check shall be accompanied by the Monthly Sales Report listing:

- a. Month of Service
- b. Contract Number
- c. Individual Site I.D.
- d. Quantity and Sales Amounts

(Proposer: Note that County reserves the right to have an audit performed.)

9.0 REFUNDS:

- 9.1 Contractor shall reimburse customers for monies lost through equipment malfunction, including but not limited to, non-delivery of merchandise, spoiled or stale product, or incorrect change.
- 9.2 The means by which reimbursements are to be made shall be mutually agreed upon between the Contractor's service personnel and the County Contact for the site or sites involved.

10.0 COUNTY RESPONSIBILITIES:

- 10.1 The County shall provide the Contractor space for the vending equipment.
- 10.2 The County shall furnish all utilities required for services to be provided. The Proposer shall identify in his proposal any electrical, water or other utilities which are not currently available in any of the vending areas.
- 10.3 The County shall provide building maintenance and basic janitorial services for each vending service area.

11.0 CHANGES IN SERVICE:

In the event that customer demand indicates a need to change, add, or delete items, such change will be done by mutual agreement between the Contractor and the County Contact for the specific site involved. If equipment is removed from or added to a site, it must be in the form of a change order from the Cobb County Purchasing Director as stated in General Requirements paragraph III. Cobb County reserves the right to add sites or delete sites for vending machine service during the life of the contract.

12.0 LEGAL COMPLIANCE:

The Contractor shall obtain, at his sole expense, all federal, state, and local licenses and permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations governing the preparation, transportation, handling and vending of all products offered.

13.0

SILENCE OF SPECIFICATIONS:

The apparent silence of this specification or requirement and any supplemental specifications or requirements as to any details or the omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials/equipment of first quality and correct type, size and design are to be used. All interpretations of these specifications or requirements shall be made upon the basis of this statement, with County interpretation to prevail.

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.purchasing.cobbcountyga.gov) 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 by **5:00 pm Tuesday, November 9, 2010** 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.

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should 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 should be enclosed in the sealed envelopes as well.

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. Bonds

A performance bond in the amount of \$5,000.00 shall be furnished to Cobb County by the awarded vendor. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation.

IX. Insurance

Insurance requirements: Contractor 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 Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These 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 are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

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.

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 shall be submitted in writing before **5:00 pm on November 9, 2010** to:

Cobb County Purchasing
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. 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. 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 and qualitative factors.

See Section XI of Special Terms and Conditions for Evaluation Criteria

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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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/eo-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.

XXXV. Compliance with Georgia Security and Immigration Compliance Act
(Effective 8/23/2010 - 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 – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

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. **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, bid will be determined 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)**

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 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:

- (7) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (8) 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;
- (9) 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;
- (10) 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;
- (11) 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
- (12) 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: _____

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, bid will be determined non-responsive and will be disqualified.

**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 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; and
- (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: _____

IMMIGRATION COMPLIANCE CERTIFICATION
(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: _____

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
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE 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 Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
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; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
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 Report

PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form. ←

Submitted by: _____ Period 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 subcontractor.

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

Submitted by: _____
 Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

**County Departments: Please send this completed form to the Cobb County Purchasing Department
 ATTN: DBE Report**

SECTION 1

QUALIFICATION FORM

Company Name: _____

Local Address: _____

City, State, Zip Code: _____

Provide a description of your company, including scope of operations (local, regional, national), business affiliates, number of locations, types of business activities and services, and other pertinent data: Attach additional sheet(s) if needed.

How long has your company been engaged in vending operations?

What is the approximate annual volume of your present vending service business?

Number of Personnel:	Total
Administrative	_____
Office/Accounting	_____
Food Preparation	_____
Route Service	_____
Maintenance/Repair	_____
Other	_____

SECTION 2

VENDOR REFERENCES

**LIST OF CURRENT ACCOUNTS FOR FACILITIES SERVICED
(SIMILAR IN TYPE AND SIZE):**

FACILITY/COMPANY &: ADDRESS	CONTACT	TELEPHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

FACILITY/COMPANY &: ADDRESS	CONTACT	TELEPHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

FACILITY/COMPANY &: ADDRESS	CONTACT	TELEPHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

FACILITY/COMPANY &: ADDRESS	CONTACT	TELEPHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 3

PRODUCT INFORMATION FORM AND PROPOSAL SHEET

Provide information on the products to be vended, including name brands, sizes, and inclusive prices.
(See footnotes/attach additional sheet(s), if needed.)

Soft Drinks - 12 oz. cans \$ _____

Products: _____

Coffee/Hot Chocolate/Soups - approx. 8 oz. cup

Coffee: _____ \$ _____

Hot Chocolate: _____ \$ _____

Soups: _____ \$ _____

Milk - 1/2 pint Low Fat, Chocolate \$ _____

Products: _____

Juice - 6 oz. Can \$ _____

Products: _____

Snack Items:

Chips _____ \$ _____

Crackers _____ \$ _____

Cookies _____ \$ _____

Candy _____ \$ _____

Popcorn (microwave) _____ \$ _____

Donuts/Pastries _____ \$ _____

Gum/mints _____ \$ _____

Cold Food Items:

Sandwiches	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Sausage biscuits	_____	\$ _____
Fresh Fruit	_____	\$ _____
Pizza	_____	\$ _____
Salads	_____	\$ _____
Yogurt	_____	\$ _____

Other Suggested items:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Footnotes:

- 1. A great deal of interest has been expressed in healthy, low fat item choices.**
- 2. Sizes indicated are only suggestions; please indicate, if different.**
- 3. If your company is not equipped to provide one or more of the items listed, please leave that space blank and make comments below. The individual site sheet will list the minimum request for each location.**

VENDOR COMMENTS:

SECTION 4

APPROACH FORM

Please indicate how your company will provide Cobb County with vending services that will meet the Specifications outlined in this RFP that are not addressed in Sections 1, 2, & 3. This should include your company's approach to frequency of service, freshness assurances, and any other operating practices deemed pertinent. (Attach additional sheet, if needed.)

SECTION 5

**Vending Machine Services for Cobb County Government Facilities
Cobb County Property Management
Sealed Bid 11-5538**

COMMISSION FORM

SUCCESSFUL PROPOSER PROMISES TO PAY COBB COUNTY, WITHOUT DEMAND, A FEE FOR THE PRIVILEGE OF PROVIDING VENDING SERVICES AT THE DESIGNATED PREMISES ON COBB COUNTY PROPERTY.

SUCCESSFUL PROPOSER WILL PAY TO COBB COUNTY THE COMMISSION AMOUNT OF _____ % OF THE GROSS SALES (EXCLUDING GEORGIA STATE SALES TAX) OF THE SAID VENDING SERVICES.

PAYMENT SHALL BE MADE ON OR BEFORE THE TENTH (10TH) DAY OF EACH MONTH FOR THE PRECEDING CALENDAR MONTH IN ACCORDANCE WITH THE MINIMUM SPECIFICATIONS 8.0 OF THE REQUEST FOR PROPOSAL.

Company Name: _____

ATTACHMENT A

SECTION 6

COBB COUNTY FACILITY LOCATIONS

		TYPE OF VENDING MACHINE													
Account Name	Location Address	Coke Combo	Coke GF	Coke 12 oz	Coke 20 oz	Snack	Powerade	Gatorade	Pepsi Com	Pepsi GF	Pepsi 20 oz	Pepsi 12 oz	Cold Food	Dasani	Coffee
Administration Bldg	10 East Park Square Marietta, GA 30090	√				√									
Al Bishop Complex	1060 Al Bishop Drive Marietta, GA 30008			√											
Alcohol and Firearms	154 N. Marietta Parkway Marietta, GA 30060	√													
Animal Control	1060 Al Bishop Drive Marietta, GA 30008			√		√									
Aquatic Center - Fairground	520 Fairground Street Marietta, GA 30060				√	√	√								
Aquatic Center - Mountain View	2650 Gordy Road Marietta, GA 30060		√		√	√									
Acquatic Center - Powder Springs	3775 Macland Road Marietta, GA 30008	√				√			√						
Cobb Community Transit (CCT) Office	463 Commece Park Drive Marietta, GA 30060	√				√				√					
Central Library	266 Roswell Street Marietta, GA 30060			√		√									
Cobb Civic Center	548 Fairground Street Marietta, GA 30060	√													
Community Development	1150 Powder Springs Rd. Marietta, GA 30008			√		√									
Cobb West Park	1100 Whitlock Avenue Marietta, GA 30060	√				√				√					
Department of Transportation	1890 County Services Pkwy Marietta, GA 30008			√		√			√						
East Cobb Library	4880 Lower Roswell Rd. Marietta, GA 30068	√				√									
Fair Oaks Recreation Center	1465 Brandon Drive Marietta, GA 30060				√	√									
Fair Oaks Tennis Center	1460 Booth Road Marietta, GA 30060			√		√	√								

**SECTION 6
COBB COUNTY FACILITY LOCATIONS**

Account Name	Location Address	TYPE OF VENDING MACHINE													
		Coke Combo	Coke GF	Coke 12 oz	Coke 20 oz	Snack	Powerade	Gatorade	Pepsi Com	Pepsi GF	Pepsi 20 oz	Pepsi 12 oz	Cold Food	Dasani	Coffee
Finance Department Bldg	100 Cherokee Street Marietta, GA 30060	√				√			√				√		
Cobb County Fire Services	1595 County Services Pkwy Marietta, GA 30008	√									√				
Fleet Management	2050 County Services Pkwy Marietta, GA 30008	√				√					√				
Freeman Pool Center	4025 South Hurt Road Smyran, GA 30082			√											
Fuller Recreation Center	3499 Robinson Road Marietta, GA 30067					√	√								
Cobb Gymnastics Center	542 Fairground Street Marietta, GA 30060			√					√						
Harrison Tennis Center	2653 Shallowford Road Marietta, GA 30066				√	√								√	
Cobb Judicial Building	30 Waddell Street Marietta, GA 30060	√	√			√				√					
Cobb Juvenile Center	1738 County Services Pkwy Marietta, GA 30008			√	√	√									
Kenworth Tennis Center	4100 Highway 293 Acworth, Ga 30101				√	√									
Lost Mountain Tennis Center	4845 Dallas Highway Powder Springs, GA 30127				√	√	√								
South Cobb Library	805 Clay Road Mableton, GA 30126										√				
Noonday Park	489 Hawkins Store Road Kennesaw, GA 30144			√											
Parks Administration	1792 County Services Pkwy Marietta, GA 30008			√		√									
Parks Services	1792 County Services Pkwy Marietta, GA 30008			√		√									
Police Headquarters/911 Center	140 North Marietta Pkwy Marietta, GA 30060	√		√		√			√						
Police Training Center	2109 Valor Drive Marietta, GA 30008	√				√					√			√	

**SECTION 6
COBB COUNTY FACILITY LOCATIONS**

Account Name	Location Address	TYPE OF VENDING MACHINE													
		Coke Combo	Coke GF	Coke 12 oz	Coke 20 oz	Snack	Powerade	Gatorade	Pepsi Com	Pepsi GF	Pepsi 20 oz	Pepsi 12 oz	Cold Food	Dasani	Coffee
Cobb Police Precinct #1	2380 Cobb Parkway Kennesaw, GA 30144			√		√									
Cobb Police Precinct #2	4700 Austell Road Austell, GA 30001			√		√									
Cobb Police Precinct #3	1901 Cumberland Parkway Atlanta, GA 30339			√		√									
Cobb Police Precinct #4	4400 Lower Roswell Road Marietta, GA 30067			√		√									
Cobb Police Precinct #5	4640 Dallas Highway Powder Springs, GA 30127					√			√						
Property Management	57 Waddell Street Marietta, GA 30060			√		√									
Purchasing Building	1772 County Services Pkwy Marietta, GA 30008	√				√									
R L Sutton Water Facility	5175 South Atlanta Road Smyrna, GA 30080	√													
Ron Anderson Building	3820 Macadonia Road Powder Springs, GA 30127		√		√	√									
Cobb Safety Village	1220 Al Bishop Drive Marietta, GA 30008			√								√			
Senior Center - North Cobb	4100 Highway 293 Acworth, GA 30101			√											
Senior Center - East Cobb	3332 Sandy Plains Road Marietta, GA 30066			√											
Senior Center - Lost Mountain	4915 Dallas Highway Powder Springs, GA 30127			√											
State Court	12 East Park Square Marietta, GA 30060			√		√						√			
Superior Court	30 Waddell Street Marietta, GA 30060	√		√		√			√						√
Tag Office	700 South Cobb Drive Marietta, GA 30060			√		√									
Terrell Mill Tennis Center	480 Terrell Mill Road Marietta, GA 30067			√		√		√							

**SECTION 6
COBB COUNTY FACILITY LOCATIONS**

Account Name	Location Address	TYPE OF VENDING MACHINE													
		Coke Combo	Coke GF	Coke 12 oz	Coke 20 oz	Snack	Powerade	Gatorade	Pepsi Com	Pepsi GF	Pepsi 20 oz	Pepsi 12 oz	Cold Food	Dasani	Coffee
The Art Place	3330 Sandy Plains Road Marietta, GA 30066			√											
Ward Recreation Center	4845 Dallas Highway Powder Springs, GA 30127			√	√	√	√								
Water Department	660 South Cobb Drive Marietta, GA 30060	√			√	√				√					
Water Operations Building	680 South Cobb Drive Marietta, GA 30060	√	√		√	√				√					
West Cobb Library	1750 Dennis Kemp Lane Kennesaw, GA 30152			√											
SEASONAL LOCATION															
Sewell Park Pool	2085 Lower Roswell Road Marietta, GA 30060			√											

The County reserves the right to add or eliminate service locations and increase or decrease the number of vending machines necessary to provide adequate service to all County Facilities