



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**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
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 - (Not required)**
 - ▶ *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 - (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 PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: NOVEMBER 17, 2011

Sealed proposals from qualified contractors will be receive before 12:00 NOON, November 17, 2011, 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 # 12 - 5610
REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT FOR COBB COUNTY ADULT DETENTION FACILITY
COBB COUNTY SHERIFFS DEPARTMENT**

**PRE-PROPOSAL MEETING: NOVEMBER 1, 2011 @ 10:00A.M.
COBB COUNTY ADULT DETENTION CENTER WORK RELEASE FACILITY
1833 BILL HUTSON WAY
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.

Proposals must be accompanied by bid security in the amount of \$200,000.00 Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum 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 21, 28, 2011
November 4, 11, 2011



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 12-5610
REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT FOR COBB COUNTY ADULT DETENTION FACILITY
COBB COUNTY SHERIFFS DEPARTMENT

DELIVERY DEADLINE: NOVEMBER 17, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: NOVEMBER 17, 2011 @ 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 12-5610; 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 21, 28, 2011
November 4, 11, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5610 DATE: November 17, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Request for Proposal
Food Service Management for
Cobb County Adult Detention Facility**

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 12-5610
REQUEST FOR PROPOSAL
FOOD SERVICE MANAGEMENT FOR
COBB COUNTY ADULT DETENTION FACILITY**

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 # 12-5610
REQUEST FOR PROPOSAL
FOOD SERVICE FOR COBB COUNTY ADULT DETENTION FACILITY
COBB COUNTY SHERIFFS DEPARTMENT**

BID OPENING DATE: NOVEMBER 17, 2011

**PRE-PROPOSAL CONFERENCE: NOVEMBER 1, 2011 @ 10:00 A. M. (E.S.T.)
COBB COUNTY ADULT DETENTION CENTER WORK RELEASE FACILITY
1833 BILL HUTSON WAY
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 8 COPIES AND 1 CD-ROM OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 95284

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 SERVICE MANAGEMENT

COBB COUNTY ADULT DETENTION FACILITIES

OPERATED BY THE COBB COUNTY SHERIFF'S OFFICE

SEALED BID NUMBER: 12-5610

- PART I** Instructions and Conditions
- PART II** Selection Process
- PART III** Services To Be Performed and Supplies To Be Provided By The Vendor
- PART IV** Insurance Requirements
- PART V** Responsibility of The County
- PART VI** Bid Submittal
- General instructions for Proposers, Term and Conditions
- ATTACHMENT A** Bid Form
- ATTACHMENT B** Recommended Minimum Staffing Requirements
- ATTACHMENT C** Sample of Contract
- ATTACHMENT D** Food Items Specifications and Menu

COBB COUNTY SHERIFF'S OFFICE

FOOD SERVICE MANAGEMENT

REQUEST FOR PROPOSAL

This Request for Proposal is for providing complete food service to inmates and staff at the Cobb County Adult Detention Facilities (Jail, Prison and Work Release Center) for the Cobb County Sheriff's Office, as per the attached specifications, terms, and conditions.

The Cobb County Adult Detention Facility is a modern, medium/maximum security detention facility located at 1831 Bill Hutson Way, Marietta, Georgia, 30008. The inmate population at the Detention Facilities is 2250 inmates. The Jail Facility is comprised of three pre-trial maximum-security facilities designed to house 3,077 inmates, Prison Unit is a 250 minimum-security inmate's facility and the Work Release Center is designed to house 384 minimum-security inmates. The Prison Unit currently does not house inmates, but is available if additional housing is required. The facilities operate continuously twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.

PART I

INSTRUCTIONS AND CONDITIONS

- 1) **Vendor Responses** - The vendor shall respond to each requirement outlined in this RFP and in the same format as the RFP. In most instances, it shall be sufficient to affirmatively acknowledge agreement with the stated requirement. In the event the vendor's proposal differs from the requirements, differences should be specifically noted and explained.
- 2) **Employment Discrimination** - The vendor shall be required to comply with all applicable statutes regarding employment discrimination and will be required, as a part of the response, to clarify as follows:
 - A) The vendor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where it is a bonafide occupational qualification reasonably necessary to the normal operation of the vendor.
- 3) **Contract Length** - The vendor shall furnish all labor, materials, and supplies, as per accepted bid and contract, necessary to provide food service to inmates, staff, and visitors for the period of January 01, 2012, through December 31, 2012, for a total of four (4) consecutive one year periods, subject to the provisions of the contract and item four (4) below and per the terms of the enclosed Agreement. This is further detailed in paragraph 4. D.
- 4) **Conditions of Termination of Contract** - The contract, mutually agreed upon and entered into between the County and the selected vendor, may terminate upon any of the following conditions:

- A) **Suspension of Detention Facility Operation** - Should the governing authority responsible for the detention facility cease operation of the institution for any reason, the contract shall become void at the option of the County.

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

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

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

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

5) **Bond Requirements:**

- A) **Bid Bond** - Vendors **shall** be required to submit, with their bid or proposal, a bid bond or certified check in the amount of \$200,000.00, which shall be forfeited to the County as liquidated damages upon the failure of the bidder to execute a contract awarded to bidder or upon the failure of the bidder to furnish any required performance or payment bond in connection with a contract awarded to the bidder. The bid bond shall be furnished at the expense of the bidder. The bond shall be a corporate surety issued by a surety company authorized to do business in the State of Georgia, shall be on the authorized list of acceptable companies that do business with the federal government, and shall have an "A. M. Best Insurance Rating of A- X or better".

B) **Performance and Payment Bond** - The successful vendor shall be required to furnish a performance bond and payment bond with good and sufficient surety payable to the County, or some similar security approved by the County Attorney, which **shall** be furnished at the expense of the bidder or vendor, in the amount of the total amount due payable by the terms of the contract. The performance bond **shall** be in favor of the County and the Sheriff to ensure the satisfactory completion of the work for which the contract is awarded. The payment bond **shall** be for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the contract. **Said bonds shall be effective for the entire contract term.** The bond shall be a corporate surety issued by a surety company authorized to do business in the State of Georgia, shall be on the authorized list of acceptable companies that do business with the federal government, and **shall** have an “A. M. Best Insurance Rating of A-X or better”. **The performance bond and the payment bond shall be renewed annually with a certified copy provided to the Sheriff’s Office during the annual contract renewal. Should the cost of the contract be adjusted pursuant to the CPI, the bonds shall be adjusted correspondingly.**

6) **CONDITIONS:**

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

- i) within the time stipulated in the contract, to purchase in the open market and deduct additional costs associated therewith from any money due or to become due the vendor;
- ii) complete or have completed the work, at the expense of the vendor;
- iii) call upon the surety to perform in accordance with the bond; and
- iv) recover from the vendor all losses, damages, penalties and fines, and reasonable attorney’s fees incurred by the County by reason or result of the vendor’s default.

B) **Satisfactory Meals** - Should the contractor supply a meal that is considered to be unsatisfactory by the below-enumerated standards, the meal will be at no cost to the County. A meal will be considered unsatisfactory when it is not served at the proper temperature, the portion amount is not as agreed to by the contract, and the service of the meal is unreasonably delayed due to actions or inaction by the contractor or his representatives, or any combination of these conditions. The proper temperature shall mean between 145 - 185 degrees for hot items and between 40 to 45 degrees for cold items. The determination of whether a meal is satisfactory is at the sole discretion of the Detention Commander or his/her representative.

- C) **Rejection of Food Items** - The Sheriff's Office reserves the right to reject any food items, which do not comply with the standards, enumerated in the RFP and subsequent contract. A copy of the label of all brands of food items used to prepare the meals will be furnished to the Detention Commander and updated accordingly as the Detention Commander or his/her representative approves changes.
- D) **Food Preparation** - No food will be prepared other than as stated in the contract unless otherwise approved, in advance, by the Detention Commander or his designated representative.
- E) **Type and Quality** - The quality and type of food utilized to prepare the meal shall be as stated in the specifications. If the vendor proposes an alternate, the Detention Commander or his designated representative, in his sole discretion, may change to an alternate food item if it is equivalent or better. In the event that the Detention Commander or his designated representative determines that the suggested change by the vendor does not meet the specifications then the vendor shall provide the exact type of food product specified. Any changes made will be a result of a food cutting.
- F) **Hold Harmless and Indemnification** - The County will require the vendor to hold harmless and indemnify the County against all claims made against it relating to the food service contract. For purposes of this paragraph, the County includes, but is not limited to, the Board of Commissioners, the Sheriff, the employees of the County and the Sheriff, and any agents of the County or Sheriff's Office. The County will not hold harmless or indemnify the vendor. This provision will be made a part of the final contract prior to execution.
- 7) **Contract** - **By submitting a response to this RFP, the vendor acknowledges acceptance of the terms of the contract unless specifically noted otherwise in the response. The County reserves the right to modify the contract prior to execution.**
- A) **This RFP and all or a portion of the vendors response to this RFP shall survive and become a part of the contract resulting from this RFP.**
- 8) **Current Customers** - Vendors shall submit, with their proposal, a complete list of current customers for whom they provide food service. This list shall contain a contact person's name and phone number along with a brief description of the size and scope of services provided. If the account is a correctional facility, it should be noted whether or not the operation is ACA accredited.
- 9) **References** - Vendors shall submit the name, contact person, address, and telephone number of five (5) references for which they have performed services that are similar in nature and scope to Cobb County's request.
- 10) **Staffing Plan** - Vendors shall submit, with their proposal, a detailed staffing plan for the food service operation, including a brief rationale. This plan will specifically identify the number of positions, shifts, duties, and qualifications of the personnel who will be employed in each job classification. A suggested, but not required, minimum-staffing plan by position, duty, and schedule is provided as "Attachment C". If the vendor proposes a variation to this plan, it should be thoroughly explained and justified.

- A) **The staffing proposal submitted by the selected vendor will become part of the final contract and the vendor shall be required to maintain that level of staffing.** Failure to maintain the required staffing levels shall constitute a material breach of the food service management agreement. Failure to meet the accepted minimum staffing during the designated time periods shall constitute default on the vendor's part.
- B) The Cobb County Sheriff's Office may elect to utilize inmate labor for the purpose of cleaning inmate food trays **and general cleaning of the kitchen and utilizing inmate labor for the Tower Facility.** A Sheriff's Office employee would handle supervision of the inmate labor but the vendor would be required to provide proper training as to appropriate cleaning methods. **The Vendor shall provide an alternate staffing plan for these options.**
- 11) **Litigation** - The vendor shall provide a listing of all litigation in which it was a party during the last five (5) years and any judgments during the last three (3) years. The vendor shall provide a list of any health and safety violation they have been cited with over the past five (5) years.
- 12) **Financial Stability** - The vendor shall provide a copy of their two (2) latest, audited financial reports along with a listing of any pending litigations.
- 13) **Purchasing Department Contact** - All questions concerning this RFP must be directed in writing to:
- Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax Number (770) 528-1154
Email: purchasing@cobbcounty.org
- Deadline for questions are Tuesday, November 8, 2011 at 5:00 p.m.**
- 14) **All telephone conversations are to be considered unofficial responses and will not be binding. Questions' verifying the Request for Proposal's content, if appropriate, will be responded to in writing in the form of an addendum.**

15) PART II

SELECTION PROCESS

1) **Criteria for Evaluation :**

A Selection Committee will be formed to review and evaluate the Proposals and select the vendor. Cobb County will make the award to the responsive, responsible Proposer whose proposal is most advantageous to the County. Further evaluations may include an oral presentation to the Committee by the firm or firms deemed most responsive to the RFP. The Selection Committee will review all proposals and make a final recommendation to the Sheriff and the Cobb County Board of Commissioners. The primary criteria used in making a selection will include but is not limited to:

The vendor will be selected on the basis of the bidders written proposal, any requested presentation, and background information obtained by the Sheriff's Office. Failure to meet minimum requirements will result in disqualification.

- A) The vendor's demonstrated experience and expertise in correctional food service. Experience shall include current service in jail/correctional facilities of similar size and volume.
- B) The vendor's demonstrated ability to comply with American Correctional Association Standards for local detention facilities and attain ACA accreditation for food service.
- C) The proposed price per meal.
- D) Current and former customer references.
- E) Proposed levels of staffing and staff qualifications, including the rationale for proposed staffing levels.
- F) The number and extent of exceptions to the provisions of this RFP.
- G) Anti-theft procedures that shall be implemented to discourage theft and loss.
- H) The vendor's financial condition and ability to meet long term obligations and/or unexpected losses.

2) **Procedure** - Each vendor will be ranked on the basis of the selection criteria. A Selection Committee will be formed to review and evaluate the Proposals and select the vendor. Cobb County will make the award to the responsive, responsible Proposer whose proposal is most advantageous to the County. Further evaluations may include an oral presentation to the Committee by the firm or firms deemed most responsive to the RFP. The committee recommendation will be taken to the Board of Commissioners to approve the award of a contract.

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

PART III

SERVICE TO BE PERFORMED AND SUPPLIES TO BE PROVIDED BY VENDOR

1) FOOD REQUIREMENTS:

- A) The vendor shall provide three (3) meals per day, seven days per week, as provided in the attached menu. The staff will be served for lunch, the meal that is scheduled as the inmate evening meal for the same day. The staff meal will include a salad bar with the following items: a variety of lettuce, vegetables, dressings, soups, fresh fruit, low-fat cottage cheese and desserts. The Vendor will ensure a supervisor coordinates daily with the Detention Center Commander or his designated representative prior to end-of-day food service operations. This coordination is designed to resolve any identified food service issues.
- B) All meals are prepared in the facility's equipped kitchen. In the Detention Facility, inmates are served meals in their dayrooms on thermal trays, delivered by staff personnel assisted by inmate workers. Staff personnel eat their meals in the staff dining area away from the kitchen. The Vendor will be responsible for preparation and serving of the meals into large bulk containers for the Work Release Facility and Prison Unit. Transporting the meals to each facility will be the responsibility of the County. Bulk and thermal containers used by the Work Release Facility and Prison Unit for transporting food will be cleaned by the Vendor.
- C) **No more than twelve (12) hours shall pass between the dinner and breakfast meals.** A meal schedule shall be agreed upon as part of contract negotiations and may be subsequently amended by mutual agreement between the vendor and the Sheriff's Office.
- D) The vendor will be required to make a hot meal available for night shift personnel. In addition, evening meals shall be made available for late arrivals from transport, work release, those returning from court, and for others who cannot be or who are not present for the scheduled meals. (The average is fifty per day.) The evening meal for staff will be put out hot at 9:00 p.m. in such a manner as to insure that the meal will remain hot for a minimum of three (3) hours. The evening meal prepared for the night shift staff will be prepared fresh rather than being warmed over. This meal will include a salad bar with the following items: a variety of lettuce, vegetables, dressings, soups, fresh fruit, low-fat cottage cheese and desserts. This requirement for the staff's evening meal requires that a cook be present to prepare the meal.
- E) In compliance with the minimum standards for local jails established by the American Corrections Association (ACA), a Registered Dietician shall approve all meals. All meals served shall be in compliance with minimum dietary guidelines set by the ACA. Semi-annual review will be conducted by a registered dietician in respect to any changes in nutritional standards with suggestions made to the Detention Commander or his designated representative as to what meal items need to be changed. Meal changes should be submitted with cost impact to the Detention Center Commander and shall be addressed during the same time frame as the annual consumer price index adjustment. It will be the option of the Sheriff or his designated representative to accept or reject any adjustment in either cost or menu.

- F) Attached, as Exhibit “A”, are the menus that will be served at the Cobb County Adult Detention Center. No proposal will be considered which does not base its pricing upon this menu. In the event that this menu does not meet nutritional requirements, it is the vendor’s responsibility to identify deficiencies. Additions to the menu should be identified which will permit it to meet or exceed ACA standards and an alternative pricing schedule submitted which reflects these changes. During the negotiation phase of this contract award, a vendor may suggest additional modifications to this menu, which are related to nutritional requirements. Such suggestions may be accepted or rejected at the sole discretion of the Sheriff or his designee.
- G) The vendor shall warrant that all meals will be served in a manner that makes them nutritious, wholesome, palatable, and visibly pleasing. The meals will be served at the appropriate temperature. The Detention Commander or his designated representative shall, in his sole discretion, determine the vendor’s compliance or non-compliance with this provision. If the Detention Commander or his designated representative determines the meal does not meet the aforementioned requirements then the meal shall be provided at no cost to the County. Such discretion shall not be unreasonably exercised. If exercised, the decision shall be reduced to writing and include a detailed description as to why the meal was rejected.
- H) The vendor shall provide, at the standard cost per meal, meals conforming to special religious requirements; physician ordered specifications or religious times/holidays.
- I) The vendor shall include, in the proposal, their policy for serving special “spirit lifters” menus. Proposed menus and holidays shall be identified. **All such daily menu meals will be provided at the contract rates.** A minimum of five (5) “spirit lifter” daily menus shall be provided annually, including Thanksgiving, Christmas and three (3) daily menus to be scheduled at the discretion of the Sheriff or his designee. **The vendor is not permitted to bill for the “Spirit Lifter” daily menu as an additional cost. The price for “Spirit Lifter” menu days shall be incorporated into the cost per meal.** An example of a “Spirit Lifter” daily menu may be a double breakfast served around 9:00 a.m. and a double portion holiday type of meal served mid-afternoon. A dessert may follow this and beverage served around 9:00 p.m. Meal service times shall be adhered to. **The Detention Commander shall designate the portion of the meal and the items to be served in conjunction with the proposal submitted by the vendor in regard to the “spirit lifter” daily menu.**
- J) Vendor will have fifteen (15) prepackaged kosher meals on hand and issued per the Detention Commander or his designee directive.
- K) The vendor agrees to provide catered meals for special events as designated by the Sheriff or his designee with not less than seventy-two (72) hours’ notice. The cost per meal shall be mutually agreed upon.
- L) The vendor shall prepare all meals in compliance with a standard recipe mutually agreed upon by the vendor and the Detention Center Commander or his designee. In the event that an agreement cannot be reached, the current Armed Forces Recipe Cards shall be used as the recipe for the items in question. No food item shall be prepared from scratch unless the Detention Commander or his designated representative has approved it. This requirement is not intended to discourage preparation of meals from scratch, but to ensure a standard method of preparation and consistency.

- M) Disciplinary Diets will be provided upon written order of the Detention Commander, a disciplinary diet consisting of an eight-ounce portion of “nutra-loaf” and eight-ounces of water shall be served three times a day for the time specified.
- 2) **The current inmate population is as follows:** The Detention Facility currently houses between 2200 to 2400 pretrial inmates. The Prison Unit can houses between 180 to 250 minimum-security inmates when operational. The Prison Unit will require the staffing and food preparation in a kitchen on site. The final facility is a work release center currently housing 130 inmates with a maximum capacity of 483 inmates phased in during the next several years. The number of meals served to the staff and visitors on a daily basis range from 150 to 200 daily. Numbers provided are for planning purposes only and are not warranted for accuracy.
- 3) **THE VENDOR SHALL:**
- A) Provide all consumable supplies, smallwares, and food products that are required for the food service operation and deliverable to the inmates. All such purchases shall be made in the vendor’s name. The Vendor will furnish all paper, plastic, sacks, Styrofoam clamshell containers required for the food service operation. The County reserves the right to request that a sample of all or certain specific disposables be submitted prior to contract execution. All items used for the inmate receiving a sack lunch meal must be disposable and approved by the Detention Commander.
- B) The Sheriff’s Office may require the vendor to purchase paper products and/or cleaning supplies if it is determined that such a purchase is at a lower cost than what the Sheriff’s Office is able to obtain. Such a purchase shall be treated as a pass through and shall be separately invoiced and not a part of the meal cost.
- C) Be responsible for routine cleaning and housekeeping of food service preparation, service, and storage areas and will, on a continuing basis, maintain standards of sanitation required by federal, state, and local regulations. The vendor is responsible for the transporting of all garbage and trash from the kitchen to the area the Detention Commander designates as the location for trash pick-up by the trash collection contractor. Garbage and trash will be deposited in the designated receptacle after each meal and not left in the kitchen areas, hallways, and loading dock area. The loading dock area and the area of the trash compactor shall be mutually kept clean by the vendor and the County. **The vendor shall have a designated cleaning team to meet the above requirements and any other cleaning requirements stated herein.** Note: This may change somewhat depending upon whether the Sheriff’s Office elects to perform the cleaning duties.
- D) Agree that its employees assigned to duty at the Detention Facilities shall have a Purified Protein Derivative (PPD - Tuberculosis) test prior to employment by the vendor with a copy of the results maintained on site. If the employee tested positive, the employee can not enter the facility until treated and/or tested for tuberculosis.
- E) Secure and pay for all federal, state, and local licenses, permits, and fees required for the operation of the food service to include employment taxes, provided for hereunder. The vendor shall also be responsible for paying any sales/use taxes and/or personal property taxes on vendor’s equipment, which are imposed upon the operation.

- F) Submit to the County on the first working day of each week, covering the preceding week, and invoice for meals ordered or served, whichever is greater. The price per meal charged to the County is described in the proposal and shall be guaranteed for one (1) year. The price per meal agreed upon in subsequent terms of the contract shall be guaranteed for one (1) year.
- G) Return to the County at the expiration of this contract, the food service premises and equipment, in good working condition, except for that which may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the vendor without negligence on the part of the vendor or its employees and providing that all damages and losses are reported to the County immediately upon discovery. A semi-annual inventory shall be submitted to the Detention Commander for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. The County at no charge to the vendor will replace equipment, which in the opinion of the County has exceeded its useful life. If it is determined by the Sheriff or his designated representative that the equipment used by the vendor is found not to be in working order due to other than fair wear and tear then the vendor will be liable for the maintenance or replacement cost of the applicable equipment. The decision as to the suitability of the replacement shall be as determined by the Sheriff or his designated representative after consultation with the vendor. **The vendor shall provide an inventory of all kitchen equipment and utensils to the Detention Commander prior to taking over responsibility for the operation of the kitchen. The inventory shall note any discrepancies found in the equipment and will be signed and dated by the Food Service Manager. The Sheriff's Office may elect to have a designated individual accompany the vendor when the inventory and equipment evaluation is conducted.**
- H) Agree to provide any additional food services as mutually agreed upon.
- I) Keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Sheriff or his designee on a monthly basis on the first working day of the subsequent month. In addition, all records relating to the food service operation at the Cobb County Adult Detention Center shall be available for auditing by the County at anytime during regular working hours.
- J) The Sheriff or his designated representative shall make facility inspections when deemed necessary, with or without advance notice to the vendor. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under the proposal without advance written approval of the Sheriff or his designee.
- K) Vendor shall maintain kitchen facilities in such a condition that inspections by County and State health agencies achieve satisfactory or higher ratings. The Sheriff or his designated representative reserves the right to inspect the kitchen facility for cleanliness and operation. Such inspections shall result in a written documentation of deficiencies and vendor shall be provided a reasonable time frame for correcting said deficiencies.
- L) **The submitting vendor should make every effort to attend the pre-bid conference to view facilities and to directly address any issues affecting the vendor's bid.** . A reasonably prudent bidder will attend the pre-bid conference to insure that they are informed

of all aspects of the bid process and any changes that would affect their bid. **The pre-bid conference is scheduled for Tuesday, November 1, 2011 at 10:00 a.m. in the Multipurpose Room at the Cobb County Adult Detention Center Work Release Facility, 1833 Bill Hutson Way, Marietta, Georgia 30008.** It shall be the responsibility of the submitting vendor to keep in contact with the Sheriff's Office to ensure that they are aware of any changes that are a result of the pre-bid conference.

- M) **It shall be the responsibility of the submitting vendor to keep in contact with the Sheriff's Office to ensure that they are aware of any changes that are a result of the pre-bid conference.**
- N) The vendor shall be responsible for clean up of the kitchen, the staff dining area, and any other area within the detention center in which food is provided by the vendor for special events. **In the event that the Sheriff's Office elects to use inmate labor per the included option, such labor shall be provided to the vendor for the purpose of cleaning of Staff Dining, the kitchen, Tower's plating kitchen and any area within the detention center in which food is provided. The vendor shall however, be responsible for the cleaning of all smallwares. Smallwares are interpreted to mean any cutlery, silverware, serving utensils, and cooking utensils. The utilization of inmate workers does not however, relieve the vendor from their responsibility to cleanup food service areas used for special events. It shall remain the responsibility of the vendor to meet all health standards and sanitation required in the food service operation.**
- O) For security purposes, the vendor shall carefully control and supervise the use of kitchen utensils. The vendor shall be provided an initial issue of kitchen utensils and will then be responsible for their replacement. An inventory of knives used for cooking shall be taken daily with the absence of any knives, or other utensils that can be used as a weapon, immediately reported to the Detention Commander.
- P) **All food shall be seasoned as appropriate when cooking.**
- Q) **The noon meal shall be a sack lunch for the inmate meal.**
- R) **The vendor shall not utilize flammable cleaning products.**
- S) Contingency Meals: Vendor shall be required to provide food service at no additional cost to the County in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of its detention facilities. At a minimum, the Vendor must maintain an on-premise inventory sufficient to prepare and serve seven (7) days of scheduled meals. The Vendor will be required to submit a County approved contingency plan that will address this requirement within thirty (30) days of contract execution.
- T) The Vendor shall agree to comply with all statutes, ordinances and regulations and requirements of federal, state and local governing bodies applicable to the management/operation of this food services contract. These includes obtaining and paying for all applicable licenses.

U) Vendor shall be responsible for providing software and hardware to manage the food service functions. The intent is to have both agencies tightly integrated. The hardware and software installed pursuant to this RFP will become property of the Cobb County Sheriff's Office after two years. It is anticipated that at a minimum the following equipment will be required:

- i) Processor (Dell or Gateway) Intel Pentium 4 – 2.66 Hz / 400 MHz FSB
- ii) Memory – 1 GB M3 (expandable to 2 GB)
- iii) Non-Removable Storage – Integrated PCI IDE 80 GB Internal Hard Drive
- iv) Peripheral Connections – USB Ports (4), Con Ports (2), ECP Parallel Port
- v) LAN – Auto negotiation 10/100 BaseT w/R J-45 Port
- vi) Keyboard – Full size, Windows © compatible USB Connection
- vii) Mouse – Microsoft © Intelli – Mouse ©, optical, USB Connection
- viii) Monitor – 17” High-Resolution Color, NEC Model # FE 770 or approved equal
- ix) Operating System – Microsoft Windows © XP Professional
- x) Application Software – Microsoft Office © Suite, Professional
- xi) Printer – Non GDI Laser Printer

5) STAFF REQUIREMENTS:

- A) All employees of the vendor who will work in the detention facility must have a background clearance by the Sheriff's Office prior to beginning work in the facility. All employees of the vendor must comply with the Sheriff's Office written policy and procedures relating to facility security/safety. In the event that the vendor becomes aware of an incident relating to an employee that the vendor has a reasonable suspicion will affect the safety and security of the institution, then the vendor has a duty to immediately inform the Detention Commander or his designated representative.
- B) The on-site Food Service Director shall have experience in correctional food service operations. The vendor shall submit a resume of the proposed Food Service Director as a part of its proposal. The Food Service Director proposed by the vendor shall be assigned to the Cobb County Adult Detention Center for the full term of the contract unless:
- i) The Food Service Director is no longer employed by the vendor;
 - ii) The Sheriff or the Detention Commander requests that the vendor remove the Food Service Director for cause; or
 - iii) It is mutually agreed to that the Food Service Director shall be removed. In the event that the Food Service Manager is replaced, the Detention Commander prior to assuming the position must approve such replacement.
- C) The vendor shall assign a minimum of one Food Service Director and two Food Service Managers to oversee and supervise all aspects of the food service operation. Actual staffing shall be in accordance with the approved staffing plan in response to “Attachment C”.
- D) The Cobb County Sheriff's Office reserves the right to deny entrance to the Cobb County Adult Detention Center to any food service personnel. Such approval shall not be unreasonably withheld.

- E) Food service personnel will present a neat, clean, and appropriately groomed appearance. A clean green uniform, consisting of a shirt, hat/hair net, and food service gloves shall be provided to all food service personnel by the vendor, and will be worn in the food preparation areas. Other appropriate non-uniform clothing is permitted as to pants, etc.

6) OPERATIONAL REQUIREMENTS:

All proposals must clearly define:

- A) Procedures for meal delivery to the inmates and staff at all five facilities (four active – one contingency).
- B) Quality and inventory control methods and standards.
- C) Procedures for providing safe, sanitary, and secure food service management.
- D) Procedures for dealing with inmate/staff complaints about food and minimizing the potential for inmate litigation.
- E) Specifications that will be adhered to for all food products.
- F) Any additional equipment necessary for efficient food service operation.
- G) The grade and quality of food products that will be used in the food service operation.
- H) Procedures for weekly billing and weekly inventory of food supplies.
- I) Operational procedures for handling food service should on-site kitchen facilities be rendered unusable through fire, construction, etc.
- J) The vendor shall describe their anti-theft measures as it relates both to food products; kitchen equipment; kitchen utensils; and Sheriff's Office supplies and equipment.
- K) All inmate food service related the Food Service Manager shall respond to grievances through the Detention Commander or his designated representative for approval.

7) ADDITIONAL INFORMATION:

The vendor may include in his proposal any information not required pursuant to this RFP, but information he deems important and pertinent to his proposal.

PART IV

INSURANCE TO BE PROVIDED BY VENDOR

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

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 and 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 an additional 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.

PART V

RESPONSIBILITY OF COUNTY

- 1) The Sheriff's Office and/or County shall be responsible for and provide:
 - A) Accurate and timely counts for the number of meals to be served to inmates and staff within two (2) hours of the time for meals to be served.
 - B) Adequate ingress and egress to all production areas.
 - C) Adequate heat, lights, ventilation, and all other utilities. The County shall provide a business telephone line to the vendor at no charge. This telephone shall be used only for local service, business-related calls. Should the contractor desire local service for personal use and other non-business related calls or long distance calls, whether business or personal, a separate telephone, not connected to the County system, shall be installed at the vendor's expense.
 - D) Extermination services and the removal of trash and garbage from the trash bin adjacent to the loading dock area or otherwise designated.
 - E) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, wall and ceiling surfaces, and pest control. The County's maintenance does not include routine cleaning operations to include the cleaning of cooking ventilation ducts (unless the option to utilize inmate labor is exercised). The exceptions to this are for periods or situations beyond the control of the Sheriff's Office as stated in paragraph 2.1 of the Request for Proposal - Food Service Management Agreement.
 - F) Adequate preparation, storage, and holding equipment including maintenance for said equipment. **The Sheriff's Office has a certified forklift operator that takes the food off the trucks and delivers it either to the kitchen dock or to a designated area in the warehouse. The vendor shall be responsible for signing for the food from the delivery truck and for accountability of food items received. The vendor is responsible for the food items, upon delivery to the kitchen dock area, for storage elsewhere in the facility. The current vendor is utilizing a hand pulled/manually operated forklift to handle the pallets. One manual forklift is provided by the Sheriff's Office with the other forklift provided by the vendor. The current vendor has five storage bays that are eight feet long, four feet wide, and five feet high.**
 - G) Security, control, and limitation of inmate movement in, to, and from the food service area however; the Sheriff's Office, Sheriff's deputies, employees, or agents shall not be responsible for any injuries; damages; sickness; diseases; emotional stress or trauma; harassment; or loss of income to Contractors property or personnel, agents, or vendors as a result of riots; escape attempts; escaped inmates; fights; jail take-overs; or criminal acts of inmates during the term of this Agreement and for a period of four (4) years immediately following the termination of this Agreement.

- H) Maintenance of kitchen appliances and equipment, except for routine cleaning and maintenance required because of use by vendor outside normal wear and tear.
- I) **If option for use of inmate labor is exercised - Provide inmate workers for the purpose of tray washing, cleaning Staff Dining, and general kitchen cleaning and food handling procedures. The inmate workers shall not be permitted to clean kitchen knives (cutlery), eating utensils, serving utensils, or other related kitchen smallwares. Cleaning of kitchen smallwares shall be the responsibility of the vendor.**

PART VI

BID SUBMITTAL

- 1) Proposals are to be delivered to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
- 2) The original, eight (8) complete hard copies, and one CD Electronic copy of the proposal are to be placed in a sealed envelope, clearly marked in the lower left corner: **“Sealed Proposal - Food Service - Cobb County Adult Detention Facilities”**. **To be considered all proposals must be received by 12:00 noon on November 17, 2011. Late bid will not be accepted.**
- 3) All documentation submitted as part of or with the proposal sought by this solicitation becomes the property of Cobb County and the Sheriff’s Office and will not be returned.
- 4) Cost per meal shall be indicated on the bid summary sheet (Attachment “B”) and based upon meals served in increments of three hundred (300) meals. The cost per meal shall be determined upon the average number of meals served per day during the billing period.
- 5) Each vendor shall in his response indicate the number and type of employee he proposes to use in the food service operation. This number may reflect a sliding scale based upon the number of meals served.
- 6) **The pre-bid conference** will be held at the Cobb County Adult Detention Center Work Release Facility, located on 1833 Bill Hutson Way, Marietta, Georgia 30008 in the Muster Room at **10:00 a.m. on Tuesday, November 1, 2011**.
- 7) The County reserves the right to request clarification of the information submitted, request additional information, contact client references, and schedule interviews with the submitting vendors.
- 8) Any proposal submitted shall constitute an irrevocable offer for a period of ninety (90) consecutive calendar days beginning on the RFP due date (**November 17, 2011**).
- 9) The successful bidder shall not delegate any duties described herein and shall not transfer any interest in the same without the prior written consent of the County. Delegation by the vendor

of any duties associated with this food service agreement constitutes an immediate breach of contract.

- 10) Claims for any cost incurred for response to this RFP, or any cost incurred to provide additional information, clarification, or presentations regarding this RFP shall be borne by the vendor and will not be honored by the County or the Sheriff's Office.
- 11) The County Purchasing Department holds its bid openings at 2:00 p.m. in the Cobb County Purchasing Department located on the second floor at 1772 County Services Parkway, Marietta, Georgia.
- 12) All bids and submissions made under this bid shall be subject to Georgia Open Records, OCGA 50-18-72 etp. Seq.

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 on November 8, 2011** 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.

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. 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.

IX. County Furnished Property

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

X. Rejection of Proposals

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

XI. 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”.

XII. 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.

XIII. 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.

XIV. 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, nor 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XXI. 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.

XXII. Request Additional Information

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

Cobb County Purchasing Division
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 by **5:00 pm on November 8, 2011**. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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 page 8, Part II 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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
1772 County Services Parkway
Marietta, GA 30008
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 in AMS.

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

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

ATTACHMENT "A"

FOOD ITEM SPECIFICATION AND MENU

- 1) A food cutting shall be required for **all** food items that are proposed by the vendor.
- 2) General Specifications/Requirements:
 - A) Meat:
 - i) All meat products will be of a quality equivalent to USDA Institutional Meat Purchase Specifications and Grade A.
 - ii) Ground Beef will be 80/20 with no filler other than TVP (soybean). **No organ meat or offals are permitted.** This is also applicable to breaded beef patties.
 - iii) Pork products are not allowed in any meat or to be used in the preparation of any meal.
 - iv) All breaded meats/fish will contain a minimum of 4.0 oz. of cooked meat.
 - v) All portion sizes are cooked weight. Diced beef shall be no less than USDA Choice, Lean Trim, and no larger than one (1) inch cubes. Diced beef will be used in all recipes at the rate of 24 lbs. per 100 portions.
 - vi) Ground Beef shall be as previously specified and used at the rate of 12 lbs. per 100 portions for Chili, Spaghetti Sauce, and Creamed Beef. It shall be used at the rate of 18 lbs. per 100 portions for Sloppy Joes and 24 lbs. per 100 portions for Salisbury steak and Meat Loaf.
 - B) Chicken & Turkey:
 - i) Only USDA Grade A will be used.
 - ii) When used in sandwiches or a fillet, will be all white meat.
 - iii) All portion sizes will be cooked weight.
 - iv) Diced turkey will be a one (1) inch cube diced from the same Turkey specified for Roast Turkey. It will be used at a rate of 24 lbs. per 100 servings.
- 3) All fruit and vegetable sizes shall be drained weight.
- 4) Drinks:
 - A) Milk will be 2% milk, in a carton, and in date. A ½ pint carton constitutes a single serving of milk. When milk is delivered to the facility, the expiration date on the carton shall not be sooner than eight (8) days from the date of delivery.
 - B) All drink packets shall be individually packaged and in the following flavors as approved by the Detention Commander or his designee. Each packet should make 8 ozs.
 - i) Fruit Punch flavor

- ii) Orange Drink flavor
 - iii) Grape Drink flavor
 - iv) Decaf coffee shall be provided in a packet container and shall be instant freeze dried to make a 6-oz cup of coffee.
- 5) Only vegetable oil will be used for cooking.
- 6) **All bread will be fresh bread. Bread shall be color-coded as to the date that the bread was baked. Bread that is over three days old will not be served. Breads will be whole wheat. The definition of the vendors color code shall be posted in all areas that bread is stored.** If dinner rolls are specified then dinner rolls will be served and not a slice of bread. Only fresh bread will be accepted.
- 7) Portions designations used in the menu are as follows:
- A) oz = ounce
 - B) pt = pint
 - C) ea = each
 - D) pc = packet
 - E) pn = portion
 - F) sl = slice
 - G) c = cup
 - H) ct = count
- 8) Fresh fruits may be used in lieu of canned fruit. Please keep in mind that the fresh fruit must fit on the food tray and shall be cut as approved by the Detention Commander or his designee.
- 9) All vegetables will be Fancy or frozen equivalent.
- 10) All weights are cooked weights unless otherwise specified.
- 11) Coffee and tea used will be 100% coffee or tea. No additives **or extenders** will be permitted. Fresh coffee or tea should be made available for staff on a twenty-four-- (24) hour basis.
- 12) Provided below is a list of acceptable items for most menu selections. It is expected that the vendor will provide the item listed below or its equivalent where such item is required as part of the menu. (Starred items will be cut and selected during the contract negotiations to ensure quality.) If items do not appear on the current menu then disregard.
- A) Beef Patties, meat Loaf Patties, County Fried Steak, and 4 oz. minimum cooked weight –. Note: All breaded meat servings shall contain 4 oz. of cooked meat prior to the bread being added. *
 - B) Ground Beef 80/20, Roast Beef inside top round or pre-cooked pure not reconstituted.

- C) Beef Hot Dog 10-1
- D) Chicken Fillet, 4oz minimum cooked meat weight- FDS
- E) Turkey Luncheon Meats (Bologna, Salami, T. Ham, T. Roll)
- F) Breaded Fish Portions 4oz minimum cooked meat (Pollock). – Note: All breaded fish, like the meat, shall contain 4 oz. of cooked fish prior to the bread being added.
- G) Turkey Sausage Link two 1 oz. Portions
- H) Roast Turkey, white turkey roll, all white
- I) Roast Turkey, white turkey roll, all white
- J) Chicken Breast Fritter 5 oz.
- K) Milk shall be 2% milk
- L) Real Cheese Slice (cheddar or equivalent) not imitation 160 count
- M) Scrambled Eggs, whole Eggs Frozen
- N) Dry Cereal - one cup serving
- O) Cookie or portion cakes - 120 count
- P) Waffles – Frozen 96 count
- Q) Pancakes – Frozen 144 count
- R) Dinner Rolls - 32 -1oz (two rolls per serving)
- S) French Fries 3/8 regular cut
- T) Green Beans - fancy cut, cut green beans
- U) Turnip Greens - fancy chopped, frozen or canned
- V) Fried Okra - breaded cut okra
- W) Green Peas - mixed sieve green peas, can 6 lbs. 9 oz., or frozen
- X) Carrot Coins - fancy sliced carrots

- Y) Buttered Corn - fancy golden
- Z) Lima Beans dry pack
- AA) Mixed Greens frozen
- BB) Blackeye Peas dry pack
- CC) Mixed Vegetables frozen
- DD) Grits White
- EE) Vanilla Pudding
- FF) Banana Pudding
- GG) Spaghetti, no Speghettini, 10 lbs. Box
- HH) Egg Noodles 20 lbs. Box
- II) Macaroni Noodles 20 lbs. Box
- JJ) Potato Flakes – 40 lbs.
- KK) Potato dehydrated sliced 20 lbs. Bag
- LL) Coffee (staff) ground, no extender
- MM) Decaf coffee (inmate) instant freeze dried
- NN) Iced Tea bags (staff) 2 oz.
- OO) Luncheon Drinks (staff)
- PP) Punch Drink Cartons
- QQ) Potato Chips bulk or portion
- RR) Canned Fruits: all canned fruits, packed in lite syrup or juice
- SS) Applesauce
- TT) Sliced Apples
- UU) Pineapples in juice

- VV) Bartlett Pears – in half's, lite syrup
- WW) Peaches sliced yellow, in lite syrup
- XX) Fruit Mix may be used in lieu of fruit cocktail
- YY) Pancake syrup pc
- ZZ) Ketchup 1 pc = 7 gram
- AAA) Mustard 1 pc = 5 gram
- BBB) Tartar 1 pc = 12 grams
- CCC) Salad Dressing 1 pc = 9 gram

- 13) The vendor is required to furnish fresh coffee for the staff on a twenty-four hour basis in Staff Dining. Coffee stations existing throughout the facility shall also be provided coffee. Coffee for the stations currently averages 87 lbs. per month, including Staff Dining. It shall be the responsibility of the vendor to provide coffee filters. Coffee provided for the coffee stations is distributed in 10.5 oz. coffee packets.
- 14) **Special Diet Meals: The number of inmates requiring special diet meals ranges between 300 to 400 inmates per day.**
- 15) **Should a vendor identify a problem or discrepancy with this menu during the bid process, the vendor will immediately notify the Cobb County Sheriff's Office point of contact.**

ATTACHMENT A

BID FORM

FOOD SERVICE FOR COBB COUNTY ADULT DETENTION FACILITY

SEALED BID #12-5610

Meal Costs: Listed below is the scale by which the cost per meal will be calculated during the initial term of this contract. The total number of meals served weekly will be divided by seven (7) to calculate the average daily meals served during that week will be compensated at the rate identified in the following scale:

***** USE THIS PRICE SHEET FOR UTILIZING INMATE LABOR FOR THE CLEANING FOOD TRAYS AND THE KITCHEN:**

Number of Meals Per Day:

Price Per Meal:

5399 and below	\$ _____/ Meal
5,400 - 5,699	\$ _____/ Meal
5,700 - 5,999	\$ _____/ Meal
6,000 - 6,299	\$ _____/ Meal
6,300 - 6,599	\$ _____/ Meal
6,600 - 6,899	\$ _____/ Meal
6,900 - 7,199	\$ _____/ Meal
7,200 - 7,499	\$ _____/ Meal
7,500 - 7,799	\$ _____/ Meal
7,800 - 8,099	\$ _____/ Meal
8,100 - 8,399	\$ _____/ Meal
8,400 - 8,699	\$ _____/ Meal
8,700 - 8,999	\$ _____/ Meal
9,000 - 9,299	\$ _____/ Meal
9,300 - 9,599	\$ _____/ Meal
9,600 - 9,899	\$ _____/ Meal
9,900 - 10,199	\$ _____/ Meal
10,200 - 10,499	\$ _____/ Meal
10,500 - 10,799	\$ _____/ Meal
10,800 - 11,099	\$ _____/ Meal
11,100 - 11,399	\$ _____/ Meal
11,400 - 11,699	\$ _____/ Meal
11,700 - 11,999	\$ _____/ Meal
12,000 - 12,299	\$ _____/ Meal
12,300 - 12,599	\$ _____/ Meal
12,600 - 12,899	\$ _____/ Meal
12,900 - 13,299	\$ _____/ Meal

***** USE THIS PRICE SHEET FOR THE VENDOR BEING RESPONSIBLE FOR THE CLEANING OF FOOD TRAYS AND THE KITCHEN:**

Number of Meals Per Day:	Price Per Meal:
5399 and below	\$ _____/ Meal
5,400 - 5,699	\$ _____/ Meal
5,700 - 5,999	\$ _____/ Meal
6,000 - 6,299	\$ _____/ Meal
6,300 - 6,599	\$ _____/ Meal
6,600 - 6,899	\$ _____/ Meal
6,900 - 7,199	\$ _____/ Meal
7,200 - 7,499	\$ _____/ Meal
7,500 - 7,799	\$ _____/ Meal
7,800 - 8,099	\$ _____/ Meal
8,100 - 8,399	\$ _____/ Meal
8,400 - 8,699	\$ _____/ Meal
8,700 - 8,999	\$ _____/ Meal
9,000 - 9,299	\$ _____/ Meal
9,300 - 9,599	\$ _____/ Meal
9,600 - 9,899	\$ _____/ Meal
9,900 - 10,199	\$ _____/ Meal
10,200 - 10,499	\$ _____/ Meal
10,500 - 10,799	\$ _____/ Meal
10,800 - 11,099	\$ _____/ Meal
11,100 - 11,399	\$ _____/ Meal
11,400 - 11,699	\$ _____/ Meal
11,700 - 11,999	\$ _____/ Meal
12,000 - 12,299	\$ _____/ Meal
12,300 - 12,599	\$ _____/ Meal
12,600 - 12,899	\$ _____/ Meal
12,900 - 13,299	\$ _____/ Meal

ATTACHMENT B
RECOMMENDED MINIMUM STAFFING REQUIREMENTS

COBB COUNTY ADULT DETENTION CENTER
CONTRACT WORKER REQUIREMENTS

NOTE: If proposed staffing is less than this model suggest, then the vendor must justify, in writing, why and how the lower staffing will meet the requirements of the facility.

FOOD SERVICE DIRECTOR (one)

The unit director will have a minimum of eighteen months experience as a food service director, and/or twenty-four months experience as an assistant food service manager in a jail or correctional facility. The unit director will work on-site a minimum of forty (40) hours per week, or five days per week.

The unit director will not function as a relief shift supervisor, or cook in this facility. The director will have experience in a facility with a minimum of twenty full-time staff, and housing a minimum of fifteen hundred inmates.

ASSISTANT MANAGER (one)

The assistant food service manager will have a minimum of eighteen months experience in a jail or correctional facility. The assistant manager will work on-site a minimum of forty (40) hours per week, or five days per week. One day per week will be either Saturday or Sunday. The assistant manager will have experience in food production and human resource issues in a facility housing a minimum of one thousand inmates.

The assistant manager will oversee compliance of all the special diets, and handle the response to any and all inmate grievances related to food service.

ASSISTANT PRODUCTION MANAGER (one)

The assistant production manager will have a minimum of eighteen months experience in a jail or correctional facility. The production manager will work on-site a minimum of forty (40) hours per week, or five days per week. One day per week will be either Saturday or Sunday. The assistant production manager will have experience in food production in a facility housing a minimum of one thousand inmates.

SHIFT SUPERVISORS (three)

The shift supervisors will have a minimum of twelve months experience in a jail or correctional facility. The shift supervisors will each work a minimum of forty (40) hours per week.

There will be a minimum of one shift supervisor on duty in the kitchen at all times when the kitchen is open. The shift supervisor will be responsible for assigning all staff their duties, and coordinating the production and serving of the meal. The shift supervisors will also be responsible for ensuring that proper temperatures, portions and weights are correct; that diet load sheets are followed; and that the proper ingredients are used, and the product has an acceptable taste. The shift supervisor will be proficient in calculating the proper counts to be assigned to each housing unit, and ensuring adequate production of food for the assigned meal.

The shift supervisor will have experience in supervising a minimum of eight employees, and will work a minimum of eight hours per day.

PRODUCTIONS COOK (six)

There will be a minimum of six production cooks, who each work a minimum of forty (40) hours per week. The production cooks will have a minimum of twelve months experience in a food service environment.

One production cook will be on duty in the kitchen at all times when the kitchen is open. The production cooks will be proficient in cooking and producing food using standard recipes, and calculating raw quantities of food based on specific inmate counts.

UTILITY WORKERS (eighteen)

There will be a minimum of fifteen utility workers, who will each work a minimum of forty (40) hours per week. Five utility workers will be on duty in the kitchen at all times when the kitchen is open.

The utility workers will be assigned to food production prep, cleaning pots and pans, cleaning the inmate food trays, and serving on the food production line. The utility workers will also be responsible for assisting with the sanitation in the kitchen.

Note: This is subject to change should the Sheriff's Office exercise the option to provide inmate labor for cleaning and dishwashing.

PRODUCTION BAKER (one)

There will be a minimum of one production baker, who will work a minimum of forty (40) hours per week. The production baker will be on duty five days per week, and will be responsible for producing bakery products for the facility.

SANITATION SUPERVISOR (two)

There will be a minimum of one sanitation supervisor, who will work a minimum of forty (40) hours per week. The sanitation supervisor will be responsible for following a sanitation schedule, and ensuring that all areas of the kitchen are routinely cleaned per the sanitation schedule.

The sanitation supervisor will be knowledgeable in the handling and use of industrial chemicals, and have general knowledge in preventative maintenance programs.

WAREHOUSE SUPERVISOR (two)

There will be a minimum of one warehouse supervisor, who will work a minimum of forty (40) hours per week. The warehouse supervisor will be proficient in handling the receiving and distribution of foodstuffs, and maintaining proper rotations of stock in the kitchen facility. The warehouse supervisor will also oversee the proper sanitation of all warehouse facilities in the kitchen.

SUPERVISOR, OFFICERS DINING ROOM-ODR (one)

There will be a minimum of one supervisor of the officer's dining room, who will work a minimum of forty (40) hours or five days of the week. The officer's dining room supervisor will be responsible for ensuring the production of the staff meal, and coordinating all catering functions for the County. The supervisor will also oversee two ODR production cooks.

The supervisor of the officer's dining room will be knowledgeable in food production techniques, and have a working knowledge of sanitation procedures.

OFFICER DINING ROOM (ODR) PRODUCTION COOKS (two)

There will be a minimum of two ODR production cooks, who will each work a minimum of forty (40) hours per week. One ODR production cook will be responsible for producing the daytime staff shift meal, while the other production cook will be responsible for producing the evening staff shift meal. The ODR production cooks will have a minimum of twelve months cooking experience in a retail or institutional food service environment.

The ODR production cooks will report to the supervisor of the officer's dining room, and will also be involved in preparation of all catering functions.

SCHEDULE OF FULL-TIME STAFF

TITLE	NUMBER OF STAFF
FOOD SERVICE DIRECTOR	1
ASSISTANT MANAGER	1
ASSISTANT PRODUCTION MANAGER	1
SHIFT SUPERVISOR(S)	3
PRODUCTION COOK(S)	6
UTILITY WORKER(S)	18
PRODUCTION BAKER	1
SANITATION SUPERVISOR	2
WAREHOUSE SUPERVISOR	2
SUPERVISOR, OFFICERS DINING ROOM (ODR)	1
ODR PRODUCTION COOK(S)	2
TOTAL FULL-TIME STAFF REQUIRED FOR FACILITY	38

SPECIFICATIONS OF KITCHEN OPERATION

There will be a minimum of nine (9) staff to prepare and serve the meals. There will be a shift supervisor, or higher designation on duty at all times during the course of food preparation and serving of the meals. This staff member will be responsible for coordinating any issues with the on-duty watch commanders. Management staff members will also be on-call during the course of food preparation and serving to satisfy any issues that might exceed the responsibilities of the shift supervisors.

There will be an ODR supervisor on duty Monday through Friday to coordinate and supervise the staff dining facility, and/or any catering functions the County will be hosting. The ODR supervisor will be supervising two production cooks, and will ensure that the meals for Day and Night staff shifts are consistent and equal in quality and food served. On the weekends, the Assistant Manager and/or Assistant Manager Production will oversee the staff dining functions.

The County places significant emphasis on the cleanliness and sanitation of the kitchen. Hence our requirements for “special sanitation teams,” who will undertake “deep cleaning” projects on a weekly basis. These sanitation teams must be assigned specific duties on a weekly basis, consistent with keeping the kitchen in compliance with this requirement.

**COBB COUNTY ADULT DETENTION CENTER
PROPOSED STAFFING CHART/SHIFT SCHEDULE
KITCHEN OPERATION**

POSITION	FROM	TO	MO	TU	WE	TH	FR	ST	SN
DIRECTOR	MGT	EXEMPT	X	X	X	X	X		
ASST.MANAGER	6.00AM	2.30PM		X	X	X	X	X	
ASST.PRODUCT	9.00AM	5.00PM	X	X	X	X			X
SHIFT SUP AM	5.00AM	1.30PM	X	X	X	X			X
SHIFT SUP PM	12.30PM	9.00PM		X	X	X	X	X	
SHIFT SUP (R)	FOLLOWS	SHIFT RELIEVING	PM			ST	AM	AM	PM
PROD COOK AM	3.30AM	12.00NOON	X	X	X	X			X
PROD COOK AM	4.00AM	12.30PM	X	X	X	X			X
PROD COOK PM	12.30PM	9.00PM		X	X	X	X	X	
PROD COOK PM	1.00PM	9.30PM		X	X	X	X	X	
PROD COOK (R)	FOLLOWS	SHIFT RELIEVING	PM	ST			AM	AM	PM
PROD COOK (R)	FOLLOWS	SHIFT RELIEVING	PM			ST	AM	AM	PM
UTILITY AM	5:00 AM	1:30 PM	X	X	X	X			X
UTILITY AM	5:00 AM	1:30 PM	X	X	X	X			X
UTILITY AM	5:00 AM	1:30 PM	X	X	X	X			X
UTILITY AM	5.00AM	1.30PM	X	X	X	X			X
UTILITY AM	5.00AM	1.30PM	X	X	X	X			X
UTILITY AM	5.00AM	1.30PM	X	X	X	X			X
UTILITY PM	12:30 PM	9:00 PM		X	X	X	X	X	
UTILITY PM	12:30 PM	9:00 PM		X	X	X	X	X	
UTILITY PM	12.30PM	9.00PM		X	X	X	X	X	
UTILITY PM	12.30PM	9.00PM		X	X	X	X	X	
UTILITY PM	1.00PM	9.30PM		X	X	X	X	X	
UTILITY PM	1.00PM	9.30PM		X	X	X	X	X	
UTILITY (R)	FOLLOWS	SHIFT RELIEVING	PM	ST			AM	AM	PM
UTILITY (R)	FOLLOWS	SHIFT RELIEVING	PM	ST			AM	AM	PM
UTILITY (R)	FOLLOWS	SHIFT RELIEVING	PM	ST			AM	AM	PM
UTILITY (R)	FOLLOWS	SHIFT RELIEVING	PM	ST			AM	AM	PM
UTILITY (R)	FOLLOWS	SHIFT RELIEVING	PM			ST	AM	AM	PM
UTILITY (R)	FOLLOWS	SHIFT RELIEVING	PM			ST	AM	AM	PM
PROD BAKER	9.30PM	6.00AM	X	X	X	X			X
SANITATION SUP	8.00AM	4.30PM	X	X	X	X	X		
WAREHOUSE SUP	8.00AM	4.30PM	X	X	X	X	X		
ODR SUPERVISOR	7.00AM	3.30PM	X	X	X	X	X		
ODR COOK AM	7.30AM	4.00PM	X	X	X	X	X		
ODR COOK PM	4.00PM	12.30AM	X	X	X	X	X		
AM SHIFT PER DAY	TOTAL	STAFF	9	9	9	9	9R	9R	9
PM SHIFT PER DAY	TOTAL	STAFF	9R	9	9	9	9	9	9R
TOTAL PER DAY	ALL	STAFF	26	32	27	31	25	19	20

TABLE LEGEND X-DENOTES WORKING ST- DENOTES SPECIAL TEAM FOR SANITATION
R- DENOTES RELIEF SHIFT

COBB COUNTY ADULT DETENTION CENTER
PROPOSED KITCHEN MINIMUM WAGE SCALE
HOURLY STAFF

The vendor must provide the wages to be paid for each respective position. If a position is to be provided that is different or in addition to this list then the vendor shall so state and provide applicable hourly rate. All hourly rates provided shall be minimum hourly rates to be paid.

FOOD SERVICE POSITION	PROPOSED HOURLY RATE/SUGGESTED HOURLY RATE
SHIFT SUPERVISOR	/ \$9.00
PRODUCTION COOK	/ \$8.00
UTILITY WORKERS	/ \$7.00
PRODUCTION BAKER	/ \$9.00
SANITATION SUPERVISOR	/ \$9.00
WAREHOUSE SUPERVISOR	/ \$9.00
SUPERVISOR OFFICERS DINING ROOM	/ \$10.00
ODR PRODUCTION COOKS	/ \$8.00

PROPOSED MINIMUM WAGE SCALE

Employee turnover has been a consistent problem at this facility, because of the minimum wages paid to staff in the kitchen operation. This directly impacts on the smooth operation of the kitchen, and the continuity in the vendor meeting the compliance standards. The County feels that it is the contractor's goal, and the County's goal to retain qualified staffing for this facility.

NOTE:

The suggested hourly rate depicted is not to be construed as a mandatory minimum wage to be paid by the vendor. It is an indicator of wages currently paid for a stable and qualified workforce. These numbers are provided based on the vendor's request at the pre-bid conference. **Furnishing the current wage scale, as part of this RFP, does not constitute an endorsement of the hourly wages by either Cobb County Government or the Cobb County Sheriff's Office.** The vendor shall use this page in its exact format to respond to this section of the RFP.

ATTACHMENT C
CONTRACT (SAMPLE)

COBB COUNTY SHERIFF'S OFFICE

COBB COUNTY ADULT DETENTION CENTER

FOOD SERVICE MANAGEMENT AGREEMENT

This agreement made this ___ day of _____, 201, by and between Cobb County, Georgia, a political subdivision of the State of Georgia and the Sheriff of Cobb County, hereinafter referred to collectively as "County" and _____, Corporation, d.b.a. "_____" incorporated in the State of _____, with its principal place of business at _____, hereinafter referred to as the "Contractor".

WITNESSETH:

Whereas, County desires to engage Contractor for the operation of food services at the Cobb County Adult Detention Center located at 1825 County Services Parkway, Marietta, Georgia 30008, herein referred to as "CCADF"; and as Contractor desires to provide such food related services;

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

1.0 TERM

1.1 Term: This agreement will commence on January 1, 2012 and will terminate at the close of each succeeding twelve (12) month term for which it may be renewed. This agreement can be renewed for up to three (3) additional individual twelve (12) month terms unless the County provides thirty (30) days notice to contractor prior to the termination of the initial term or any other term for which it may be renewed. In the event of necessity, the contract may be extended on a month-to-month basis. The month-to-month basis shall be in a writing and signed as acknowledgement of the agreement of all parties as to a per meal cost agreed to by the parties. All remaining terms as stated in this RFP and Food Service Management shall remain in force during the month-to-month term.

2.0 FACILITIES AND EQUIPMENT

2.1 Client Facilities and Equipment: The County, at its expense, will furnish the Contractor with adequate kitchen facilities and equipment at the CCADF Facilities reasonable necessary to enable the Contractor to manage the food service operation in accordance with this agreement. Such facilities and equipment will include, but will not be limited to, food

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

2.2 Title: Title to any of the Contractor's property, including any smallwares, provided by the Contractor will remain in the Contractor, howsoever attached or fixed to County's Facility, and County will not encumber the Contractor's property with any liens or encumbrances of any kind. The Contractor will not provide or place any such items in the CCADF without the express permission of the Detention Center Commander.

2.3 Inventory: At the commencement of this Agreement, the Contractor may, at its option, purchase any usable food inventory at the CCADF which the existing food service provider wishes to sell and which is appropriate to the food service operation, at market value or existing vendor's cost, whichever is lower.

3.0 OPERATIONAL RESPONSIBILITIES

3.1 Contractor Responsibilities: The Contractor will be responsible for the following and all such service shall be included in the contract price:

- (a) preparing, serving, and selling wholesome food consistent **with the RFP requirements;**
- (b) obtaining all necessary licenses and permits;
- (c) all routine cleaning of food preparation, staff dining, service and storage areas, including all areas and equipment used in performing the food service operations provided for in this agreement, and will, on a continuing basis, maintain standards of sanitation required by federal, state, or local regulations;
- (d) transporting all garbage and trash to a designated pick-up point for disposal by the County and to mutually with the Sheriff's Office keep the area in and around the designated trash pick up point in a clean state;
- (e) supplying and laundering kitchen linens, such as uniforms, aprons, cleaning cloths;
- (f) purchasing all food products required for the food service operation and any special catering needs;
- (g) purchasing replacements of the Contractor supplied smallwares as necessary and County supplied smallwares as necessary;

- (h) food trays shall be purchased by the vendor and passed through for payment by the Sheriff's Office. Paper products and cleaning chemicals shall be treated likewise if the Contractor has a lower cost for said items than what the County pays for paper products and cleaning materials.
- (i) repairing or replacing County supplied equipment which is damaged or destroyed by the Contractor through other than normal wear and tear as determined by the Detention Commander or his designee;
- (j) providing personnel consistent with the staffing proposal in its response to the RFP;
- (k) shall not use flame producing chemicals as cleaning agents; and
- (l) **performs all other duties and requirements as stated in the RFP, which is attached to this contract exhibit "A", and made part of same by reference.**

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

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

4.0 FINANCIAL ARRANGEMENTS

4.1 Invoice: The Contractor shall submit to the County on the first day of each week, for the preceding week, an invoice for inmate and staff meals ordered or served, whichever is greater. The price per meal charged to the County will be based on the average daily meals served during the week, consistent with the pricing schedule enumerated in Section 4.5.

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

4.3 Record Keeping: The Contractor will maintain full and accurate records of sales and meal counts in connection with the food services provided under this agreement for a period of at least four (4) years. County will have the right to examine and audit such records at reasonable times during normal business hours.

4.4 Meal Costs: Listed below is the scale by which the cost per meal will be calculated during the initial term of this contract. The total number of meals served weekly will be divided by seven (7) to calculate the average daily meals served during that week will be compensated at the rate identified in the following scale:

Number of Meals Per Day:

Price Per Meal:

5399 and below	\$ _____/ Meal
5,400 - 5,699	\$ _____/ Meal
5,700 - 5,999	\$ _____/ Meal
6,000 - 6,299	\$ _____/ Meal
6,300 - 6,599	\$ _____/ Meal
6,600 - 6,899	\$ _____/ Meal
6,900 - 7,199	\$ _____/ Meal
7,200 - 7,499	\$ _____/ Meal
7,500 - 7,799	\$ _____/ Meal
7,800 - 8,099	\$ _____/ Meal
8,100 - 8,399	\$ _____/ Meal
8,400 - 8,699	\$ _____/ Meal
8,700 - 8,999	\$ _____/ Meal
9,000 - 9,299	\$ _____/ Meal
9,300 - 9,599	\$ _____/ Meal
9,600 - 9,899	\$ _____/ Meal
9,900 - 10,199	\$ _____/ Meal
10,200 - 10,499	\$ _____/ Meal
10,500 - 10,799	\$ _____/ Meal
10,800 - 11,099	\$ _____/ Meal
11,100 - 11,399	\$ _____/ Meal
11,400 - 11,699	\$ _____/ Meal
11,700 - 11,999	\$ _____/ Meal
12,000 - 12,299	\$ _____/ Meal
12,300 - 12,599	\$ _____/ Meal
12,600 - 12,899	\$ _____/ Meal
12,900 - 13,299	\$ _____/ Meal

4.5 Contract Renewal: This contract may be renewed for three (3) additional one (1) year periods subject to the following restrictions. The Contractor shall submit to the County by October 1st during the initial term of this contract and during any subsequent term for which it is renewed, its request for cost adjustment based solely upon the Consumer Price Index and in accordance with “Part I”, paragraph “D”, of the Request For Proposal. The County may accept or negotiate a price increase or decrease based upon such index and, with approval of the Cobb County Board of Commissioners, extends this contract at the newly agreed cost per meal. In the event that an acceptable agreement cannot be reached or if the Cobb County Board of Commissioners declines to approve the extension/cost increase, the contract shall automatically terminate at the end of the term period. If the contractor does not submit a request for adjustment to the County by October 1st in any year, the price per meal for the following year will either remain the same as the previous year or be adjusted lower if the CPI so indicates; provided that, the contract is renewed. **If the Contractor determines that he no longer desires to continue the contract, then it is the duty of the vendor to provide written notification no later than May 1st, in any year. Failure of the Contractor to**

provide notification of their intent to terminate or continue the Agreement by May 1st, in any year, will constitute a material breach of this Agreement.

5.0 EMPLOYEES

- 5.1 General Provisions:** The Contractor will provide a staff of employees, including supervisory personnel, as proposed in its staffing plan and at times stated in the plan for the efficient operation of the food service operation hereunder. Contractor represents that all its employees, agents, and suppliers who perform services under this contract shall be qualified and competent to perform such services. All persons employed by the Contractor in connection with such operation will be on the Contractor's payroll and will be deemed employees of the Contractor's for all purposes including taxes and insurance. The Contractor's employees will comply with all rules promulgated by the County for safe and orderly conduct of the activities carried out at County Facilities as necessary to enable the Contractor to carry out its responsibilities hereunder, consistent with the security requirements provided for in the RFP and mandatory for the operation of the CCADF. Furthermore, contractor or its employee's agree to abide by all rules, regulations and policies established by the Cobb County Sheriff's Office and/or Cobb County Government.
- 5.2 Employment Practices:** As a condition of the contract, the Contractor covenants that the Contractor will take all necessary actions to ensure that in connection with any work under this contract the Contractor, its associates, subcontractors and sub-consultants, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, or through contractual or other arrangements. The Contractor shall keep and safeguard all records relating to this contract or work performed hereunder for a minimum period of four (4) years from final contract completion with full access allowed authorizing representatives of the County upon requests for purposes of evaluating compliance with this and other provisions of the contract.
- 5.3 Removal at County's Request:** If County objects to the continued use of any of Contractor's employee in the CCADF, it will so notify the Contractor in writing, stating the reason for its objection. The Contractor will immediately remove such employee from the CCADF. The County retains the right to thoroughly investigate any current or prospective Contractor's employees who will be granted access to the CCADF. Such employees must pass a security clearance that will consist of, at a minimum, a criminal record check and a driver's history check by the County Sheriff. No Contractor employee will be permitted to work in the CCADF without the approval of the Sheriff's Office. Absolutely no former employee of any vendor conducting business with the Sheriff's Office shall be allowed access into the facility other than that permitted to the general public. If at anytime the Contractor is aware of any employee that has a relative incarcerated in the CCADF then it is the duty of the Contractor to immediately notify the Detention Commander or his designated representative in writing.
- 5.4 Health Examinations:** The Contractor shall cause its employees assigned to work in the CCADF to submit to periodic health examinations at least as frequently and as stringently as required by law or code or at the discretion of the Detention Commander, and to submit satisfactory evidence of compliance with all health regulations to the County upon request. Contractor personnel shall have as a minimum a PPD test.

6.0 INSURANCE, INDEMNITIES AND WAIVERS

6.1 Insurance:

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

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

B. Comprehensive General Liability to including product liability:

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

C. Comprehensive Automobile Liability

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

6.1 D. Umbrella Liability - \$5,000,000 per occurrence.

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

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

7.0 GENERAL TERMS AND CONDITIONS

- 7.1 Contingencies:** Neither party will be liable to the other party for any non-performance of its obligations under this Agreement caused by the occurrence of any contingencies defined as an “Act of God”. This does not however, exclude the Contractor from the obligations to provide meals per the specifications provided for in the Request For Proposal due to damage of the kitchen and/or kitchen equipment caused by: a fire in the jail; any water damage; denial of any utilities that are not the result of negligence on the part of the Sheriff’s Office; construction/renovation; or tornado related damage. The Contractor shall provide a field kitchen on site within two and one-half hours of such an event that disrupts the meal service for a period of more than two meals. The inmate meal service shall not be delayed more than three hours. Two consecutive cold meals may be served to the inmates immediately after the happening of said events unless the facility kitchen and/or kitchen equipment become operational in a timely manner to permit the preparation of the normal meal.
- 7.2 Confidential Information:** Certain proprietary materials including menus, recipes, signage, surveys and studies, management procedures, operating manuals, software programs and similar information regularly used in Contractor’s operations (“Confidential Information”) will be provided to County by the Contractor for use in the food service operation. County will not disclose any Confidential Information, directly or indirectly, during the term of the Agreement. County will not photocopy or otherwise duplicate any such material without prior consent. All Confidential Information will be clearly identified with large “CONFIDENTIAL” notation clearly displayed on the document and will remain the Contractor’s exclusive property and will be returned to the Contractor immediately upon termination of the Agreement. The Cobb County Sheriff’s Office will handle each open records request on a case by case basis.
- 7.3 Notices:** All notices required by this Agreement will be in writing and will be delivered personally, or by overnight courier or registered or certified mail, return receipt requested, addressed as follows:

To County: Cobb County Sheriff’s Office
185 Roswell Street
Marietta, Georgia 30090-9650
Attention: Colonel Donald L. Bartlett,
Administrative Division Chief Deputy

With a copy to: Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Attention: Mr. Mark Kohntopp,
Interim Purchasing Director

To Contractor:

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

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

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

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

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

7.6 Binding Affect: This Agreement shall be binding upon and will inure to the benefit of the party's hereto and their respective successors, assigns and representatives. The Contractor shall not, however, assign or otherwise transfer any of its rights under this Agreement without prior written consent of the County.

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

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

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

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

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

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

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

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

Food Service Management Company
Authorized Agent

Cobb County:

Chairman, Board of Commissioners

Sheriff Neil Warren

Approved as to form:

Assistant County Attorney

APPROVED
COBB BOARD OF COMMISSIONERS
PER MINUTES OF:

ATTACHMENT D

FOOD ITEMS SPECIFICATIONS AND MENU

**COBB COUNTY ADULT DETENTION CENTER
MARIETTA, GA,**

PROPOSED CONTRACT MENU FOR DETENTION FACILITY

WEEKLY CYCLE

ONE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
PEACHES 1/2C OATMEAL 1 1/2 C T. HAM SLICE 2OZ BISCUIT (1EA)1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT (1EA) 2% MILK (HALFPINT) (1EA)	PEARS 1/2C CORN FLAKES 1C BLUEBERRY MUFFIN CAKE 1/40 BREAKFAST SAUSAGE 2OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT (1EA) 2% MILK (HALFPINT) 1EA	APPLESAUCE 1/2C GRITS 1 1/2C COFFEE CAKE 1/48 SCRAMBLED EGGS 3OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT (1C) SER (1EA) 2% MILK (HALFPINT) 1EA	PINEAPPLE 1/2C BRAND FLAKES CEREAL 1C BLUEBERRY MUFFIN1/40 T. HAM SLICED 2OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT (1C) SER 1EA 2 % MILK (HALFPINT) 1EA	MIXED FRUIT 1/2C GRITS 1 1/2C BREAKFAST SAUSAGE 2OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEACHES 1/2C TOASTED OATS CEREAL 1C COFFEE CAKE 1/48 T. SLICED HAM 2OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PINEAPPLE 1/2C SCRAMBLED EGGS 3OZ PANCAKES 3EA SYRUP 1PKT BREAKFAST SAUSAGE 2OZ JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA
LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK
T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. HAM 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. HAM 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	PEANUT BUTTER PKT 1EA JELLY PKT 1EA WWW WHEAT BREAD 4SL POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL POTATO CHIPS 1OZ MAYO DRESSING 2 PKT CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	SLICED TURKEY 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. SLICED HAM 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA
DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL
BEEF HOT DOG(1.5OZ EA)2EA HOT DOG BUN 2EA BAKED BEANS 1 1/2C KETCHUP PKT 1EA MUSTARD PKY 1EA CARROT SALAD 1C ICED CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	BEEF PATTY 4 OZ SHREDDED LETTUCE 1/4C TOMATOES DICED 2OZ KETCHUP 1PKT MUSTARD 1PKT HAMBURGER BUND 1EA FRENCH FRIES 1/2C LEMON PUDDING 1/2C PUNCH DRINK PACKET 1EA	CHICKEN PATTY 4OZ MASHED POTATOES 1C STEAMED MIX VEG 1 1/2C CREAM GRAVY 2 FL OZ SOUTHERN CORNBREAD 1/48 GINGERBREAD CAKE 1/48 PUNCH DRINK PACKET 1EA	TURKEY A LA KING 10OZ (2.5 OZ DICED WHITE ROLL) NOODLES 1C ASSORT DRESSING PKT 1EA TOSSED SALAD 1C WWBREAD 2SL LEMON SQUARE 1/48 PUNCH DRINK PACKET 1EA	SPAGHETTI 1C ITALIAN MEAT SAUCE 4OZ (2.5OZ GD MEAT) TOSSED SALAD 1C ASSORT DRESSING 1PKT GARLIC TEXAS TOAST 1SL ICED CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	JAMBALAYA W/RICE 10OZ (2.5 OZ GD MEAT) RICE 1C CREAMY COLESLAW 1C SOUTHERN CORNBREAD 1/48 BREAD PUDDING W/RAISIN 1/48 PUNCH DRINK PACKET 1EA	ROASTED TURKEY 4OZ GRAVY 2FL OZ MASHED POTATOES 1/2C CORNBREAD DRESSING 1/2C PEAS & CARROTS 1/2C BISCUIT 1/40 BLUEBERRY OATMEAL SQS 1/48 PUNCH DRINK PACKET 1EA

NOTE: ALL ENTREES, INCLUDING CASSEROLES ARE COOKED WEIGHT MEASUREMENTS

NOTE:***COFFEE PKT IS ONE CUP SERVING OF INSTANT FREEZE DRIED COFFEE.

ASSORTED PUNCH DRINKS PACKETS IS ONE CUP SERVING SIZE.

ASSORTED SALAD DRESSING PKTS (FRENCH, ITALIAN, 1000 ISL)

ALL DINNER CAKES, BREAKFAST AND MUFFINS CUT 1/48, BISCUITS 1/40 MUST HAVE A MINIMUM THICKNESS OF ONE (1") INCH BAKED

COBB COUNTY ADULT DETENTION CENTER
MARIETTA, GA,

PROPOSED CONTRACT MENU FOR DETENTION FACILITY

WEEKLY CYCLE

TWO

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
PEACHES 1/2C OATMEAL 1 1/2C BREAKFAST SAUSAGE 2OZ WWBREAD 2SL JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT (1EA 2% MILK (HALFPINT) 1EA	PEARS 1/2C BRAN FLAKES CEREAL 1C BLUEBERRY MUFFIN CAKE 1/40 T. SLICED HAM 2OZ BISCUIT 1/40 JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	APPLESAUCE 1/2C GRITS 1 1/2C SCRAMBLED EGGS 3OZ BISCUITS 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	MIXED FRUIT 1/2C TOASTED OATS CEREAL 1C BRAN MUFFIN CAKE 1/40 BREAKFAST SAUSAGE 2OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEARS 1/2C GRITS 1 1/2C SCRAMBLED EGGS 3OZ BISCUIT 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEACHES 1/2C BRAND FLAKES CEREAL 1C COFFEECAKE 1/40 T. SLICED HAM 2OZ BISCUIT 1/40 JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1C	PINEAPPLE 1/2C SCRAMBLED EGGS 3OZ WAFFLES 3EA SYRUP 1PKT BREAKFAST SAUSAGE 2OZ SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA
LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK
T. HAM 2OZ REAL CHEESE SL 10Z WW BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 10Z WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. ROLL 2OZ REAL CHEESE SL 10Z WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. HAM 2OZ REAL CHEESE SL 10Z WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	PEANUT BUTTER 1PKT JELLY 1PKT WW BREAD 4SL POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 10Z WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	SLICED TURKEY 2OZ REAL CHEESE SL 10Z WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA
DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL
BREADED FISH PATTIE 4OZ TARTAR SAUCE 1PKT FRENCH FRIES 1/2C KETCHUP PKT 1EA STEAMED GREEN BEANS 1/2C CREAMY COLESLAW 1/2C WW BREAD 2SL VAN WAFER COOKIE 1EA PUNCH DRINK PACKET 1EA	CHILLI Mac 10OZ (2.5OZ GD MEAT) (7.5OZ NOODLES) STEAMED CORN 1/2C LETTUCE TOMATO SALAD 1C ASSORT SALAD DRESSING 1PKT SOUTHERN CORNBREAD 1/48 RICE PUDDINGW/ RAISINS 1/48 PUNCH DRINK PACKET 1EA	CHICKEN PATTY 4OZ GRAVY 2FL OZ RICE 1C CREAMY COLESLAW 1/2C WW BREAD 2SL ICED WHITE CAKE 1/48 PUNCH DRINK PACKET 1EA	TURKEY STEW 10OZ (2.5 OZ DICED WHITE ROLL) (7.5 NOODLES) STEAMED MIX VEG 1/2C LETTUCE TOMATO SALAD 1C ASSORT DRESSING 1PKT WW BREAD 2SL LEMON SQUARE 1/48 PUNCH DRINK PACKET 1EA	MEATLOAF PATTIE 4OZ GRAVY 2FL OZ MASHED POTATAES 1/2C STEAMED GREEN BEANS 1/2C CREAMY COLESLAW 1/2C WW BREAD 2SL ICED CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	CHICKEN PATTY 4OZ MASHED POTATOES 1C STEAMED CARROTS 1/2C TOSSED SALAD 1C ASSORT.SALAD DRESSING 1PKT WW BREAD 2SL BREAD PUDDING W/RAISIN 1/48 PUNCH DRINK PACKET 1EA	SPANISH RICE 10OZ (2.5 GD MEAT, 7.5OZ RICE) PINTO BEANS 1 1/2C TOSSED SALAD 1C ASSORT SALAD DRESSING 1PKT SOUTHERN CORNBREAD 1/48 BLUEBERRY OATMEAL SQ 1/48 PUNCH DRINK PACKET 1EA

NOTE: ALL ENTREES, CASSEROLES ARE COOKED WEIGHT MEASUREMENTS.
NOTE:*** COFFEE PKT MAKES ONE CUP SERVING OF INSTANT FREEZE DRIED COFFEE.
ASSORTED PUNCH DRINKS PACKETS ARE ONE CUP SERVICING SIZE.
ASSORTED SALAD DRESSING PKTS (FRENCH, ITALIAN, 1000 ISLAND)
ALL DINNER CAKES,BREAKFAST AND MUFFINS CUT 1/48, BISCUITS 1/40 MUST HAVE A MINIMUM THICKNESS OF ONE (1") INCH BAKED.

COBB COUNTY ADULT DETENTION CENTER
MARIETTA, GA,

PROPOSED CONTRACT MENU FOR DETENTION FACILITY

WEEKLY CYCLE

THREE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
PEACHES 1/2C OATMEAL 1 1/2C BREAKFAST SAUSAGE 2OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEARS 1/2C BRAN FLAKES CEREAL 1C CRUMB CAKE 1/48 T. SLICED HAM 2OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	APPLESAUCE 1/2C GRITS 1 1/2C SCRAMBLED EGGS 3OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	MIXED FRUIT 1/2C CORN FLAKES CEREAL 1C BRAN MUFFIN CAKE 1/48 T. SLICED HAM WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEARS 1/2C GRITS 1 1/2C SCRAMBLED EGGS 3OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEACHES 1/2C BRAN FLAKES 1C BLUEBERRY MUFFIN CAKE 1/48 BREAKFAST SAUSAGE 2OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK 1EA	PINEAPPLE 1/2C SCRAMBLED EGGS 3OZ PANCAKES 3EA SYRUP 1PKT T. SLICED HAM 2OZ SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA
LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK
T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. SLICED HAM 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	PEANUT BUTTER 1PKT JELLY 1PKT WW BREAD 4SL POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. HAM REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	SLICED TURKEY 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA
DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL
BEEF HOT DOG (1.5OZ EA) 2EA HOT DOG BUN 2EA BAKED BEANS 1C KETCHUP PKT 2EA MUSTARD PKT 1EA CARROT SALAD 1/2C ICED CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	STROGANOFF 10OZ (2.5 OZ GD MEAT) (7.5OZ NOODLES) STEAMED GREEN BEANS 1/2C TOSSED SALAD 1C ASSORT DRESSING 1PKT WW BREAD 2SL LEMON SQUARE 1/48 PUNCH DRINK PACKET 1EA	TACO MEAT FILLING 4OZ (2.5OZ GD MEAT) CORN TORTILLAS 6" 2EA SHREDDED CHEESE 1OZ SHREDDED LETTUCE 1/4C SALSA 2 FL OZ MEXICAN PINTO BEANS 1 1/2C COLE SLAW 1/2C LEMON PUDDING 1/2C PUNCH DRINK PACKET 1EA	ENCHILADA CASSEROLE 10OZ (2.5OZ GD MEAT) STEAMED RICE 1/2C TOSSED SALAD 1C ASSORT DRESSING 1PKT SOUTHERN CORNBREAD 1/40 ICE CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	SPAGHETTI 1C ITALIAN MEAT SAUCE 4OZ (2.5OZ GD MEAT) STEAMED CARROTS 1/2C LETTUCE/TOMATO SALAD 1C ASSORT. SALAD DRESSING 1PKT GARLIC TEXAS TOAST 1SL ICED CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	CHICKEN PATTY 4OZ STEAMED RICE 1C PINTO BEANS 1 1/2C TOSSED SALAD 1C ASSORT DRESSING 1PKT WW BREAD 2SL BREAD PUDDING W/RAISIN 1/48 PUNCH DRINK PACKET 1EA	ROASTED TURKEY 4OZ GRAVY 2FL OZ MASHED POTATOES 1/2C STEAMED MIX VEG 1/2C COLE SLAW 1/2C BISCUITS 1/40 CORNBREAD DRESSING 1/2C BLUEBERRY OATMEAL SQ 1/48 PUNCH DRINK PACKET 1EA

NOTE: ALL ENTREES, INCLUDING CASSEROLES ARE COOKED WEIGHT MEASUREMENTS.
NOTE: *** COFFEE PKT MAKES ONE CUP SERVING OF INSTANT FREEZE DRIED COFFEE.
ASSORTED PUNCH DRINKS PACKETS MAKES ONE CUP SERVING SIZE.
ASSORTED SALAD DRESSING PKTS (FRENCH, ITALIAN, 1000 ISLAND)
ALL DINNER CAKES AND MUFFINS CUT 1/48, BISCUITS 1/40 MUST HAVE A MINIMUM THICKNESS OF ONE (1") INCH BAKED.

COBB COUNTY ADULT DETENTION CENTER
MARIETTA, GA,

PROPOSED CONTRACT MENU FOR DETENTION FACILITY

WEEKLY CYCLE

FOUR

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
PEACHES 1/2C OATMEAL 1 1/2C BREAKFAST SAUSAGE 2OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1C	PEARS 1/2C CORN FLAKES 1C BRAN MUFFIN CAKE 1/48 T. SLICED HAM 2 OZ WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	APPLESAUCE 1/2C GRITS 1 1/2C SCRAMBLED EGGS 3OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	MIXED FRUIT 1/2C CORN FLAKES CEREAL 1C BLUEBERRY MUFFIN CAKE 1/48 T. SLICED HAM 2SL WW BREAD 2SL JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEARS 1/2C GRITS 1 1/2C SCRAMBLED EGGS 3OZ BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1EA	PEARS 1/2C BRAN FLAKES CEREAL 1C BLUEBERRY MUFFIN 1/48 T. SLICED HAM BISCUIT 1EA 1/40 JELLY PKT 1EA SUGAR PKT 2EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1C	PINEAPPLE 1/2C SCRAMBLED EGGS 3OZ WAFFLES 3EA SYRUP 1PKT BREAKFAST SAUSAGE 2OZ SUGAR PKT 1EA COFFEE PKT 1EA 2% MILK (HALFPINT) 1C
LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK	LUNCH SACK
T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. HAM 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	PEANUT BUTTER 1PKT JELLY 1OZ WW BREAD 4SL POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. SLICED HAM 2OZ REAL CHEESE SL 1OZ ENRICHED BREAD 4SL MAYO DRESSING PKT 2EA POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA	T. BOLOGNA 2OZ REAL CHEESE SL 1OZ WW BREAD 4SL MAYO DRESSING PKT (2EA) POTATO CHIPS 1OZ CREME COOKIE 1EA PUNCH DRINK PACKET 1EA
DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL	DINNER MEAL
BREADED FISH PORTION 4OZ TARTAR SAUCE 1PKT BBQ PINTO BEANS 1 1/2C KETCHUP PKT 1EA GREEN BEANS 1C CREAMY COLESLAW 1C SOUTHERN CORNBREAD 1/48 BANANA PUDW/VAN WAFER 1C PUNCH DRINK PACKET 1EA	CHILLI MACARONI 10OZ 2.5OZ GD MEAT 7.5OZ NOODLES BLACK EYED PEAS 1/2C TOSSED SALAD 1C ASSORT. SALAD DRESSING 1PKT WW BREAD 2SL RICE PUDDING W/RAISINS 1/2C PUNCH DRINK PACKET 1EA	CHICKEN PATTY 4 OZ CHICKEN GRAVY 1/4C STEAMED RICE 1C STEAMED MIXED VEG 1/2C COLE SLAW 1/2C WW BREAD 2SL ICED YELLOW CAKE 1/48 PUNCH DRINK PACKET 1EA	BEEF PATTY 4OZ SLICED TOMATOES 2OZ FRENCH FRIES 1/2C STEAMED CARROTS 1/2C SHREDDED LETTUCE 1/4C KETCHUP 1PKT HAMBURGER BUN 1EA MUSTARD 1PKT ICED WHITE CAKE 1/48 PUNCH DRINK PACKET 1EA	SALISBURY PATTY 4OZ GRAVY 2OZ MASHED POTATOES 1C STEAMED GREEN BEANS 1/2C TOSSED SALAD 1C ASSORT DRESSING 1PKT WW BREAD 2SL ICED CHOCOLATE CAKE 1/48 PUNCH DRINK PACKET 1EA	SPANISH RICE 10OZ (2.5OZ GD MEAT 7.5OZ RICE) STEAMED LIMA BEANS 1/2C TOSSED SALAD 1C ASSORT. DRESSING 1PKT SOUTHERN CORNBREAD 1/48 BREAD PUDDING W/RAISIN 1/2C PUNCH DRINK PACKET 1EA	TURKEY A LA KING 10OZ (2.5OZ DICED WHITE ROLL) NOODLES 1C STEAMED GREEN BEANS 1/2C BISCUIT 1/40 LEMON SQUARE 1/48 PUNCH DRINK PACKET 1EA

NOTE: ALL ENTREES, INCLUDING CASSEROLES ARE COOKED WEIGHT MEASUREMENTS.

NOTE:*** COFFEE PKT MAKES ONE CUP SERVING OF INSTANT FREEZE DRIED COFFEE.

ASSORTED PUNCH DRINKS PACKETS MAKES ONE CUP SERVING SIZE.

ASSORTED SALAD DRESSING PKTS(FRENCH, ITALIAN, 1000 ISLAND)

ALL DINNER CAKES, BREAKFAST AND MUFFINS CUT 1/48 AND BISCUITS 1/40 MUST HAVE A MINIMUM THICKNESS OF ONE (1") BAKED.