



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 (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 (NOT REQUIRED)**

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

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

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

Thank you in advance for your cooperation.

ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: APRIL 26, 2012

Cobb County will receive Sealed Bids before 12:00 NOON, April 26, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

SEALED BID # 12 – 5662
FOOD CONCESSION SERVICES
COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

PRE-PROPOSAL MEETING: APRIL 10, 2012 @ 10:00 A.M.
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008

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

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

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents.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

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

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

Advertise: March 30, 2012
April 6, 13, 20, 2012



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 12-5662
FOOD CONCESSION SERVICES
AL BISHOP SOFTBALL COMPLEX
JIM R. MILLER PARK

CIVIC CENTER
LOST MOUNTAIN PARK FOR COUNTY-SPONSORED EVENTS
SPECIAL EVENTS

COBB COUNTY PARK, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

DELIVERY DEADLINE: APRIL 26, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: APRIL 26, 2012 @ 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 12-5662; 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: March 30, 2012
April 6, 13, 20

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5662 DATE: APRIL 26, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: FOOD CONCESSION SERVICES
AL BISHOP SOFTBALL COMPLEX
JIM R. MILLER PARK
CIVIC CENTER
LOST MOUNTAIN PARK FOR COUNTY-SPONSORED EVENTS
SPECIAL EVENTS
COBB COUNTY PARK, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

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 12-5662
FOOD CONCESSION SERVICES
AL BISHOP SOFTBALL COMPLEX
JIM R. MILLER PARK
CIVIC CENTER
LOST MOUNTAIN PARK FOR COUNTY-SPONSORED EVENTS
SPECIAL EVENTS
COBB COUNTY PARK, RECREATION AND CULTURAL AFFAIRS DEPARTMENT**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 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 # 12-5662
FOOD CONCESSION SERVICES
AL BISHOP SOFTBALL COMPLEX
JIM R. MILLER PARK
CIVIC CENTER
LOST MOUNTAIN PARK FOR COUNTY-SPONSORED EVENTS
SPECIAL EVENTS
COBB COUNTY PARK, RECREATION AND CULTURAL AFFAIRS DEPARTMENT
BID OPENING DATE: APRIL 26, 2012**

**PRE-PROPOSAL CONFERENCE: APRIL 10, 2012 @ 10:00 A M. (E.S.T.)
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008**

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

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

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 7 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

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

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

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

REQUEST FOR PROPOSAL

FOOD CONCESSION SERVICES

Al Bishop Softball Complex
Jim R. Miller Park
Civic Center
Lost Mountain Park for County-Sponsored Events
Special Events

COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

SEALED BID #12-5662

Cobb County shall receive sealed proposals at the Cobb County Purchasing Office, located at 1772 County Services Parkway, Marietta, Georgia 30008 until **12:00 (Noon) on April 26, 2012** for "Food Concession Services."

A pre-proposal conference will be held on **April 10, 2012 at 10:00 a.m.** at the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008. County staff will be available to respond to any questions proposers may have about the Request for Proposal (RFP).

All proposals must conform to the instructions in the Request for Proposal. Interested proposers may obtain a copy of the complete Request for Proposal by contacting the Cobb County Purchasing Department at purchasing@cobbcounty.org. The Request for Proposal is also available on the Cobb County Purchasing website: purchasing.cobbcountyga.gov.

TABLE OF CONTENTS

<u>PART I</u>	<u>GENERAL INFORMATION</u>	<u>PAGE</u>
1-1	Definitions.....	3
1-2	Purpose.....	3
1-3	Proposal Submission and Withdrawal	3
1-4	Invitation to Propose	4
1-5	Contract Award	4
1-6	Preparation Costs	4
1-7	Inquiries.....	4
1-8	Timetables	5
1-9	Delays.....	5
1-11	Insurance Requirements	5
1-12	Licenses.....	7
<u>PART II</u>	<u>INSTRUCTIONS FOR PREPARING PROPOSALS</u>	
2-1	Rules for Proposals	7
2-2	Proposal Format	7
<u>PART III</u>	<u>STATEMENT OF WORK</u>	
3-1	Work Objective	9
3-2	Scope of Work.....	11
3-3	Work Products and Services Required.....	15
3-4	Performance Schedule.....	18
3-5	Excluded Events.	19
3-6	Cancellation by the County	19
<u>PART IV</u>	<u>EVALUATION OF PROPOSALS</u>	
4-1	Evaluation Method and Criteria.....	21
Cobb County General Terms and Conditions		22
<u>ATTACHMENTS:</u>		
A – Revenues for 2010 & 2011		
B – Events for 2010 & 2011		
C – Menu		
D – Drug Free Work Place		
E – Conflict of Interest		
F – Certification by Approved Subcontractors		

**GENERAL INFORMATION
PART I**

1-1 DEFINITIONS

For the purposes of this Request for Proposal, "proposer" shall mean contractors, organizations, firms, or other persons submitting a response to this Request for Proposal.

1-2 PURPOSE

This Request for Proposal (RFP) provides guidelines and requirements for the submission of proposals in response to "Food Concession Services - Cobb County Parks, Recreation and Cultural Affairs Department Facilities" located at:

Al Bishop Softball Complex
1082 County Farm Drive
Marietta, GA

Jim R. Miller Park
2245 Callaway Road
Marietta, GA

Civic Center
548 South Marietta Parkway
Marietta, GA

Lost Mountain Park (for specified special events)
4845 Dallas Highway
Powder Springs, GA

1-3 PROPOSAL SUBMISSION AND WITHDRAWAL

The COUNTY will receive proposals at the following address:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008

THE COUNTY MUST RECEIVE ALL PROPOSALS BEFORE 12:00 (Noon) ON APRIL 26, 2012.

Any proposal received by the County Purchasing Department after the established deadline will not be accepted.

To facilitate processing please mark the outside of the sealed envelope as follows:

Sealed Bid # 12-5662, Food Concession Services - Cobb County Parks, Recreation and Cultural Affairs Department Facilities.

Proposers shall submit an original and seven (7) copies of the proposal in a sealed envelope marked as noted above. Proposers may submit by personal delivery or by mail; facsimile submittals will not be

accepted.

Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the designated proposal submittal date and time. After the deadline, proposals become a record of the COUNTY and will not be returned to the proposers.

1-4 INVITATION TO PROPOSE

The COUNTY solicits offers for the services of responsible proposers to provide Food Concession Services at Parks, Recreation and Cultural Affairs Department facilities.

1-5 CONTRACT AWARDS

The COUNTY anticipates entering into a contract with the proposer who submits the proposal most qualified for services described in the RFP at the best price. The COUNTY anticipates awarding one contract but reserves the right to award more than one if in its best interest.

The proposer understands that this RFP does not constitute an offer or a contract with the proposers. A contract shall not be deemed to exist and would not be binding until proposals are reviewed and accepted by appointed staff and the best qualified proposal(s) has been identified by the appropriate levels of authority within the COUNTY, and approved and awarded by the Cobb County Board of Commissioners as formal board action to one or more proposers using an evaluation process based on the criteria set forth in the RFP.

The COUNTY reserves the right to reject all proposals for any reason, to abandon the project and/or solicit and re-advertise. The COUNTY may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1-6 PREPARATION COSTS

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with the preparation and/or presentation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1-7 INQUIRIES

Interested proposers may contact the Purchasing Department in writing regarding questions about the Request for Proposal at 1772 County Services Parkway, Marietta, Georgia 30008 or by facsimile, 770-528-1154, or by e-mail to purchasing@cobbcounty.org. The department will receive written requests for clarification concerning the meaning or interpretations of this RFP, until **Tuesday, April 17, 2012 at 5:00 p.m.**

The COUNTY will record its responses to inquiries and any supplemental instructions in the form of written addendum. Proposers shall acknowledge receipt of all addenda in the proposal submitted. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

1-8 TIMETABLES

The COUNTY and proposers shall adhere to the following schedule in all action concerning this RFP:

- A. A pre-proposal conference will be held on **April 10, 2012 at 10:00 a.m.** at the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.
- B. The COUNTY must receive the proposals before **12:00 Noon** on **April 26, 2012 at the Cobb County Purchasing Department.**
- C. The COUNTY shall open the proposals on April 26, 2012, at 2:00 p.m. at the Cobb County Purchasing Department.

1-9 DELAYS

The COUNTY may delay scheduled due dates if it is to the advantage of the COUNTY to do so. The COUNTY will notify proposers of all changes in scheduled due dates by written addendum.

1-10 INSURANCE REQUIREMENTS

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
- 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
- 4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
- 5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to

cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

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

C. OTHER INSURANCE PROVISIONS

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

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

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees 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 thirty (30) 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.

1-11 LICENSES

The proposer, both corporate and individual, must be able to be fully licensed and certified by all regulatory agencies (and subject to their guidelines), for the type of services to be performed. The proposer must possess a business license prior to start of operations of Food Service Concessions.

INSTRUCTION FOR PREPARING PROPOSALS

PART II

2-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

2-2 PROPOSAL FORMAT

Proposers shall prepare their proposals using the following format:

- A. **Letter of Transmittal** - This letter will summarize in a brief and concise manner, the proposer's understanding of the scope of work, make a positive commitment to timely supply the services required and a clear statement of the percentage of gross receipts that will be payable to the COUNTY. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority. This letter should not exceed two pages in length.

- B. Statement acknowledging receipt of each addendum issued by the COUNTY.
- C. Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission must include:
1. Details on the qualifications of the Manager(s), Assistant Manager(s) and individual(s) who will perform the work/services; including resumes, relevant college, or professional courses and experiences in similar work.
 2. Details on the qualification of the firm, including documentation of the firm's experience.
 3. List at least three (3) current and pertinent professionals (name, address, and telephone numbers) that the COUNTY may contact in relation to the proposer's qualifications and experience in similar type work.
 4. Copy of the proposer's Financial Statement for the last fiscal year.
 5. Performance statement specifying proposer's expectations of receipts in the first year of operation and thereafter.

All proposals submitted shall be valid and binding for a period of 90 consecutive calendar days beginning with the acceptance on the established due date.

- D. **Scope of Work** - This section of the proposal shall explain the scope of work as understood by the proposer and detail the approach, activities and work products as set forth herein. The proposal shall also include:
- Method of operations
 - Types of uniforms used or dress code to apply
 - Menu and food selection process
 - Labor scheduling
 - Equipment maintenance schedule
 - Sanitation policies
 - Plans for the future
 - Provide proposed cost center breakdown (food, paper, supplies, labor, insurance, profit, commission, etc.)
 - Advertising and promotion concepts
 - Sample menus and pricing
 - Means by which gross receipts and records will be recorded, reported, deposited and declared fully accounted for.
- E. **Availability** - Indicate current and anticipated workloads and availability.

F. **Other**

1. Provide a summary of any litigation filed against the proposer in the past three years which is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved, if any.
2. Identify the type of business entity involved as the proposer (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Georgia, another state or a foreign country.
3. If proposer is a corporation, provide certification from the Georgia Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Georgia.
4. Acknowledge that Cobb County will perform a credit reference search on the awarded proposer and all persons involved in the proposal. The following information will be required of the awarded proposer:
 - a. In the case of a sole proprietorship or partnership, provide Social Security numbers for all owners or partners.
 - b. Provide the Federal Employer ID number of the proposer

G. **Additional Data** - Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

STATEMENT OF WORK

PART III

3-1 WORK OBJECTIVE

It is the county's intent to have a contract for food concession services at recreation facilities owned by Cobb County in place on or about June 1, 2012.

Food concession services shall be available within the following facilities of Cobb County:

- Al Bishop Complex
- Jim R. Miller Park
- Civic Center
- Lost Mountain Park for specified special events
- Special Events (2 - 3 per year)

The food concession service shall feature a menu appropriate for the clientele using these facilities; food and refreshments for the better accommodation, convenience and welfare of the general public using these facilities. The proposer shall sell, on the concession site, within the provided structure or as prescribed through terms and conditions of a contract, food, beverages, ice cream and other such refreshments and related sundry items.

LOCATION

The concession facilities address:

Al Bishop Softball Complex 1082 County Farm Drive	Pressbox, restroom, concession stand
Jim R. Miller Park 2245 Callaway Road	(1) booth, on the market place, Exhibit Hall "A"
Civic Center 548 Clay Street	Main entrance level and ground floor level (2)
Lost Mountain Park 4845 Dallas Highway	Pressbox, restroom, concession stand

Special events at the Cobb Aquatic Centers and other county facilities will require the proposer to provide facilities of a temporary nature. Proposers are encouraged to visit the sites. To schedule a site tour, please contact Terrence Ramsey, Services Division Director, at (770) 528-8806 or tramsey@cobbcounty.org to make arrangements.

TERM OF CONTRACT

The COUNTY shall lease the concession sites to the proposer for a term of thirty-six (36) months, commencing on or about June 1, 2012, with an option to renew for two (2) additional one (1) year periods. However, pursuant to Official Code of Georgia Annotated, Section 36-60-13, any contract resulting from this RFP shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which it may be renewed. The Contract shall automatically renew for up to a total of thirty-six (36) months unless the County provides written notice to the contractor thirty (30) days prior to the end of any calendar year of its intent to terminate.

TEMPORARY IMPROVEMENTS TO FACILITIES

The proposer shall have the right and is further encouraged to improve the facilities to present a proper and pleasing decor, subject to the approval of the Cobb County Parks, Recreation and Cultural Affairs Department Director or designee. All such improvements shall meet all applicable codes and shall be of a temporary nature. They shall be paid for, erected and removed by the proposer at the expiration of this contract, unless prior arrangements have been made.

COUNTY'S RIGHT OF APPROVAL

The COUNTY reserves the right of review and final approval for the following:

- Interior Equipment Changes/Modifications
- Hours of Operation

- Menu and Pricing
- T-shirt and Novelty Sales
- Review of Operations
- Future Renovations
- Advertising

In reserving these rights, the COUNTY does not intend to interfere with normal operations of the concession. Rather, these rights shall serve as safeguards against improper conduct or operations.

PROPOSAL REVIEW AND PROPOSAL PRESENTATIONS

A review committee composed of COUNTY administrators and professional staff will review all proposals based on the criteria set forth in the RFP and select finalists for contract award consideration.

The finalists may be required to make formal presentations before the review committee, the Recreation Board and may be required to make similar presentation before the Cobb County Board of Commissioners to further explain and clarify their proposal. All costs incurred in any presentations shall be borne exclusively by the proposer. Final contract award, if any, shall be made by the Cobb County Board of Commissioners.

ALTERNATE PROPOSALS

The COUNTY will consider alternate proposals differing from the specifications contained in this Request for Proposal document. Such proposals must be clearly labeled "Alternate Proposal" at time of submittal.

Alternate proposals must specify any and all differences from requirements as noted herein. Areas not explained shall be assumed to meet the noted requirements.

3-2 SCOPE OF WORK

SIZE AND EQUIPMENT AT FACILITIES

The food concession facility at AL Bishop Softball Complex consists of:

- 700 square feet of floor space
- 164 square feet of storage
- 56 linear feet of counter space and surface areas
- 30 square feet of office space,
- 2 service ports

Equipment List:

- Item
- 1 Ice Maker
- 1 Pizza oven
- 1 Microwave Oven
- 1 Warming Light
- 1 Bun Warmer, 4 Drawer
- 1 Calculator
- 1 Industrial Sink
- 1 Coffee maker
- 1 Double Fryer

The food concession facilities at Jim R. Miller Park consist of:

510 square feet of floor space
46 square feet of storage
36 linear feet of counter space and surface areas
2 service ports

Equipment List:

Item

1 Freezer Chest
1 Upright Freezer
1 Bunn Coffee Maker
1 4-Drawer Bun Warmer
3 Industrial Sinks
2 Microwave Ovens
1 Deep Fryer
1 Grill
1 Cashier Chair
1 Metal Table, Large
1 Metal Table, Small
2 Metal Shelves Cart
2 Wooden Prep Tables
1 Coke Drink Cooler
1 Drink Cooler

The food concession facilities at the Civic Center consist of:

1,260 square feet of floor space (180 sq. ft. upstairs)
(1,080 sq. ft. downstairs)
240 square feet of storage
56 linear feet of counter space/surface areas
2 service ports

Equipment List:

Item

2 Refrigerators
3 Cheese Warmers
2 Industrial Sinks
1 Ice Maker
1 Warming Light
1 Popcorn Popper/Warmer
1 Bun Warmer
1 Freezer Chest
1 Coffee Maker
2 Soft Drink Fountains

The food concession facilities at Lost Mountain Park consist of:

- 700 square feet of floor space
- 164 square feet of storage
- 56 linear feet of counter space and surface areas
- 2 service ports

No Equipment

The COUNTY does not guarantee the condition of the listed equipment.

PERCENTAGE OF FEES

Proposers shall prepare their proposal based on a percent of the concession's gross receipts from all sales, payable to the COUNTY.

This fee shall be specified in the proposal as a percentage of gross receipts, shall remain firm and shall apply during every month of the concession's operations.

All fees shall be due on the tenth day following the end of each calendar month, and payment shall not be contingent upon profitability of the concession's operations.

"Gross receipts" are defined as all sales for cash or on credit, less applicable sales tax and added gratuities, if any.

The COUNTY makes no guarantee of profitability for this operation. Any expenses and losses are to be borne exclusively by the proposer.

LATE PAYMENT INTEREST CHARGE

Failure to pay the percentage of gross receipts fee on the tenth day following the end of each calendar month shall result in interest being charged by the COUNTY at the rate of one and one-half (1.5%) percent per month or part thereof of the last month's respective gross receipts.

QUALITY OF SERVICE

Concessions operations shall be conducted to offer paramount service at all times. Food, drink and other items shall have consistent quality.

Proposer shall operate concession facilities in a business-like manner.

Concession operations shall be conducted in an orderly manner, without unnecessary disruption.

Proposer shall control and correct objectionable conduct, demeanor, and appearance of its employees or as requested by the COUNTY.

FACILITY MANAGER

The proposer shall hire and assign a full-time qualified and experienced concession manager, who will be on the premises or available to personally resolve problems during operating hours.

Resumes of manager and/or the assistant manager(s) shall be available to the COUNTY for review. The manager and/or assistant manager(s) shall be the authorized representatives of the proposer and entitled to act in all matters relating to the operation of the concession. The COUNTY shall be advised, in writing, of the names of the manager and/or assistant manager(s), and the means by which they may be contacted in the event of an emergency.

STAFFING

The proposer shall bear all responsibility for the continuous staffing of the concession facility providing for prompt efficient customer service. All state, county and local regulations pertaining to food service personnel must be adhered to. The proposer must assure appropriate dress of all staff.

Labor relations, including hiring and firing, shall be the exclusive duty and right of the proposer. The County shall, however, reserve the right to review employees and require the replacement of those who are abusive, under the influence of or habitual users of alcohol or drugs, or whose conduct or appearance otherwise detracts from the facility's reputation or profitability. The COUNTY reserves the right to review the resumes of all management personnel over the life of the contract. The proposer shall not discriminate against any applicant or employee or customer because of race, color, religion, national origin or ancestry, age, sex, or physical disability.

MAINTENANCE

The proposer shall be responsible for the cleanliness of the concession area.

Concession site and facilities shall be maintained in a clean, organized and fashionable manner. Failure to do so may result in citing by licensing authorities with the possibility of resulting fines or revocation of licenses. Any such fines shall be paid by the proposer; the revocation of any license shall be deemed a breach of contract.

DESTRUCTION OF PREMISES

In the event that the concession site is destroyed or damaged by fire or other casualty so as to render it untenable, this contract shall be suspended until such time as the premises are rendered again tenable. If the COUNTY elects not to render the premises tenable again, it shall notify the proposer and, upon furnishing such notice, this contract shall be immediately terminated and the proposer shall have no right of action of any kind against the COUNTY.

INSPECTION BY THE COUNTY

The COUNTY'S staff and agent may make periodic inspections of concession premises and equipment to determine if they are being maintained in a proper and orderly condition. Proposer shall be required to make any improvements in cleaning or maintenance methods requested by the COUNTY

Such periodic inspections and/or audits may also be made to determine whether the proposer is operating in compliance with the terms and conditions of the contract.

RULES, ORDINANCES AND LAWS

The proposer shall observe, obey, and comply with all applicable ordinances and rules adopted by Cobb County and all laws ordinances and rules of other governmental units and agencies having jurisdiction applicable to the proposer's concession operations.

ASSIGNMENT, SUB-LEASING AND SUCCESSORS IN INTEREST

The proposer shall not sub-lease the concession premises in whole or in part, assign the contract or any rights or obligations thereunder to any other person, or change ownership or name without first obtaining the COUNTY'S written approval.

All terms and conditions of the original contract shall extend to and be binding on any and all successors, assignees and sub-leasees approved by the COUNTY.

POTENTIAL CLIENT BASE

For purposes of determining the potential client base for the food concession service, the following information on total attendance per facility based on records is provided in Attachment B.

3-3 WORK PRODUCTS AND SERVICES REQUIRED

EQUIPMENT AND PROPERTY

The COUNTY shall provide the equipment listed for each facility. Upon the expiration of this contract, the proposer shall return to the COUNTY all equipment listed as it now exists, and as it may subsequently be amended. The proposer agrees to pay the COUNTY an amount equal to the then current replacement price of each item not returned, or returned in an unserviceable condition. In the event of the termination of this contract, the COUNTY shall have the first option of purchasing, for an amount ascertained by negotiation, all or any of the property belonging to the proposer and used under this contract, including, but not limited to, furniture, furnishings, equipment, utensils, food, beverages and miscellaneous supplies on hand, which option must be exercised by the COUNTY thirty (30) days prior to the termination or expiration of this contract. During the thirty (30) day period, the COUNTY and the proposer will inventory and value the property.

MAINTENANCE OF EQUIPMENT

The proposer shall maintain all equipment in good condition, whether owned by the COUNTY or by the proposer. The COUNTY property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use. The proposer shall be the insurer of the COUNTY against the risk of loss or theft or damage as a result of the proposers's sole or contributory negligence to any fixtures, equipment or personal property owned by the COUNTY which is located at the concession site, and shall promptly repair or replace the same within five (5) calendar days of such loss, damage or theft.

SANITATION

The proposer shall keep all fixtures, equipment and personal property whether owned by the proposer, the COUNTY or third parties, in a clean, sanitary and orderly condition at all times, and conduct the concession strictly in accordance with all applicable code requirements, including but not limited to, the Health Department of Cobb County. The proposer shall also be responsible for maintaining the floors in the preparation area, storeroom areas and the service area, and shall keep clean the trash areas. The COUNTY will dispose of trash collected by the proposer from concession areas and deposited by the proposer in sealed containers in locations designated by the COUNTY. The COUNTY will furnish exterminating services on a regular basis.

UTILITIES

The COUNTY shall provide utilities to the proposer, at no additional charge, which includes electricity, solid waste disposal, water and sewer service. The COUNTY may require the proposer to participate in a Recycling Program. The COUNTY will not provide telephone service or be responsible for charges incurred for this service.

MENU

The proposers must include a sample menu noting anticipated fare to be offered in the concession area. Anticipated prices must be included for each meal and item.

A suggested listing of available drinks, beverages and their prices must accompany the sample menu.

The proposer agrees to provide for the public, at the concession site, food, drink and service of high standard, equivalent in quality and price to that generally furnished to the public at similar places of comparable size and scope in the COUNTY and surrounding areas. Prices of all food and beverages sold shall be posted in a conspicuous place at the concession area. No other advertising signs will be permitted at the concession site without the written consent of the COUNTY. Copies of current menus can be found in Attachment C.

VENDING MACHINES

The successful offeror will be authorized to supplement concession services at the Al Bishop Complex and Jim R. Miller Park through the use of vending machines, whenever, through the use of reasonable judgment, and with prior permission of the Parks Department, the successful offeror determines the cost of providing personnel to furnish concession services will exceed the anticipated income generated from product sales. The vending machines may be placed on the properties and may remain on the properties at all times during the term of the contract to be used in accordance with the terms of this paragraph. Vending machines are not authorized at Lost Mountain Park or the Civic Center, as there is and will continue to be a separate vending contract for Cobb County.

THE COUNTY ASSUMES NO LIABILITY FOR DAMAGES CAUSED BY VANDALISM, CUSTOMER MISUSE OR ABUSE, ACTS OF GOD ETC., TO ANY VENDING MACHINES INSTALLED BY THE SUCCESSFUL OFFEROR.

NOVELTY SALES

The successful offeror will be allowed to sell T-shirts and novelties at the Civic Center, Jim R. Miller Park and Al Bishop Softball Complex. However, during national tournaments at Al Bishop and Lost Mountain, COBB COUNTY is the **ONLY** entity authorized to sell T-shirts and novelties. In accordance with paragraph 2-4 entitled PERFORMANCE SCHEDULE; the COUNTY reserves the right to allow specific events to provide novelty sales as part of their rental contract. Further, the COUNTY reserves the rights to provide merchandise sales at all times at all locations covered under any contract resulting from this RFP.

LICENSING

The proposer shall be responsible for securing all necessary permits and license for the operation of the concession. These shall include, but not be limited to: building permits, health permit, food service inspection, and Cobb County occupational licenses.

SALES AND USE TAX, REAL OR PROPERTY TAXES

The proposer shall be liable for the prevailing State of Georgia taxes imposed and due payable to the STATE under the contract. This sales and use tax shall be payable to the STATE on the required due date and proof of timely payment is due to the COUNTY ten (10) days after the required due date to the STATE.

The proposer shall pay promptly all taxes, excise or license fees of whatever nature, applicable to this operation, and take out and keep current all licenses, municipal, state or federal, required for the conduct of business, and further, shall not permit any of said taxes, excise or license fees to become delinquent. The proposer also shall not permit any mechanic's or materialman's or any other lien to be imposed upon the property hereinabove described or any part or parcel thereof by reason of any work or labor performed, or materials furnished by any mechanic or materialman to said concession or upon or regarding said property or said concession herein granted. The proposer shall make available, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of the social security, unemployment compensation and all taxes and fees above referred to, and showing that workmen's compensation insurance and all required licenses are in good standing.

The proposer shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of the concession and shall not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the COUNTY under this Agreement.

PAYMENT OF FEES

The proposer shall submit all payments of percentage fees, plus any other payments to:

Cobb County Parks, Recreation & Cultural Affairs Department
1792 County Services Parkway
Marietta, GA 30008
Attn: Business Management

All payments must be made in United States dollars. Check must be made payable to "Cobb County Board of Commissioners".

REPORTS AND RECORDS

The proposer shall maintain during the term of the contract all books of accounts, reports, and records customarily used in this type of operation. The form of all such records and reports shall be subject to approval by the COUNTY'S Finance Director.

During normal business hours, the COUNTY or its Agents may audit and examine all records relating to proposer's operation of the concession.

On or before the tenth day following the end of each calendar month, throughout the term of the contract, proposer shall furnish to the COUNTY'S Finance Department and Parks, Recreation and Cultural Affairs Department a report of gross receipts earned during the preceding calendar month, on forms approved by the COUNTY. The proposer, certifying to the accuracy of such gross receipts shall sign the report. Monthly gross receipts percentage fees due shall be paid with the submission of the report.

The proposer shall submit to the COUNTY'S Finance Department, at the proposer's expense and within sixty (60) days following each twelve (12) month period under the contract, a certified audit prepared and attested to by an independent Certified Public Accountant, as to the correct gross receipts per month arising from the concessions operations; prepared in conformance with the American Institute of Certified Public Accountant's Requirements.

The proposer shall submit to the Department Director a weekly sales report detailing revenues realized from the sale of foods and beverages.

The proposer agrees that it will keep and preserve for at least three (3) years all sales slips, cash register tapes, sales books, cash deposit receipts, bank books, or duplicate deposit slips, and other evidence of gross receipts and business transacted for the contract period.

3-4 PERFORMANCE SCHEDULE

MINIMUM HOURS OF OPERATION

The proposer agrees to use and operate the COUNTY provided facilities on a daily basis and for tournaments, special events and meetings. Concession services may be required to operate seven (7) days a week, including holidays, during the normal hours of operation of the specific facility contracted with, as coordinated with the specific facility manager. The primary work hours are in the evenings (5:00 pm-11:00 pm) during the week; anywhere from 8:00am – 11:00 pm on the weekends. Hours vary depending on the event. For example, during a national tournament, concessions would operate from 8:00 am until 11:00 pm for 4-5 days. The COUNTY reserves the right to provide merchandise sales at all times at specified locations.

Sufficient attendants shall be available to provide paramount service. The proposer shall submit a schedule of intended hours of operation which concur with the hours of scheduled programs or events at the specific facility. The proposed staff schedule shall be made available for review and approval by the COUNTY; the approved schedule shall be incorporated in the resulting contract.

3-5 EXCLUDED EVENTS

<u>Event</u>	<u>Date</u>	<u>Location</u>
North GA. State Fair	Sept-Oct	Miller Park
Events at Mable House Cultural Center		
The Art Place - Mt. View		
Events at Cobb County Tennis Centers		
Boy Scout Camp Days	June	Miller Park
Sheriff Hutson's Corn Boilin'	July	Miller Park
YAARAB Shrine Circus	Apr-May	Miller Park
Parks with Contracts to Youth Associations		
Events at Anderson Theater		
Volunteer Banquet	Jan	
Marietta Jr. League Mistletoe Market	Oct.	Hudgins Hall
Encore Series		
Senior Citizens Luncheon	May	Hudgins Hall
North Georgia Quilters Show	Sept	Hudgins Hall

3-6 CANCELLATION BY THE COUNTY

The COUNTY reserves the right to terminate the contract should any of the following occur:

- Institution of proceedings in voluntary bankruptcy by the proposer,
- Institution of proceedings in involuntary bankruptcy against the proposer if such proceedings continue for a period of ninety (90) days.
- Assignment by proposer for the benefit of creditors.
- Abandonment by proposer for a period of seven (7) days or discontinuation of operations hereunder.
- Total or partial destruction of concession premises by fire or any other casualty.
- Failure of the proposer to follow the requirements stated herein.

The COUNTY shall have the right to terminate the contract for non-payment of any sum due hereunder, when non-payment continues for a period of thirty (30) calendar days after the due date for such payment. Before termination, the COUNTY shall send to the proposer a written notice of intent of termination of contract via registered mail at least 15 days in advance of the termination date. Should proposer pay all sums, interest and penalties due within the fifteen (15) day notice period termination shall not occur. However, should such termination proceedings be initiated two times in any twelve (12) month period, the COUNTY shall have the right to immediately terminate the contract, without further notice.

The COUNTY shall have the right to terminate the contract after thirty (30) days written notice is sent to the proposer, via registered mail, of the occurrence of one or more of the following:

- Non-performance of any term or condition of the contract, or any other action or inaction constituting a breach of the contract, and failure of proposer to remedy such breach.

- The conduct of any business or the merchandising of any product or service not specifically authorized herein.
- A final judicial determination that any litigation instituted by the proposer against the COUNTY was groundless or frivolous to the extent that an attorney's fee may be awarded pursuant to applicable Georgia law.

Should proposer correct offending occurrence within the thirty (30) day notice period, termination shall not occur.

The proposer shall have the right to terminate the contract upon thirty (30) days written notice sent to the COUNTY via registered mail, upon occurrence of any of the following:

- Issuance by a court of competent jurisdiction of any permanent injunction substantially restricting the use of the facilities for commercial purposes, with the injunction remaining in force for ninety (90) calendar days or more.
- A breach by the COUNTY of any of the terms or conditions of the contract, and failure of the COUNTY to remedy such breach during a period of thirty (30) calendar days after receipt of written notice sent via registered mail of existence of such breach.
- The assumption by the United States Government or any agency thereof, or any other governmental agency, of the operation, control or use of the concession or any substantial part thereof in such a manner as to substantially restrict proposer's operations for a period of ninety (90) calendar days or more.

EVALUATION OF PROPOSALS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

The COUNTY will evaluate proposals and will select the proposer which meets the best interests of the COUNTY. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY'S decisions will be final.

The following criteria shall be utilized in the evaluation of the proposals:

Qualifications and Experience

Qualifications of the firm

Ability to meet set standards Performance under past contracts

References

Staffing

Verification of availability of qualified personnel

Technical:

Understanding of the concession field

Understanding of health codes

Scope of services rendered

Approach

Approach to service provision in terms of menus, pricing, and advertising

Financial Stability

Financial Stability of the top proposer(s) will be evaluated by the Finance Department in the following areas: Liquidity Ratios (1 point); Financial Leverage Ratios (2 points); Profitability Ratios (1 point); and whether an audited or reviewed Financial Statement is submitted with Proposal (1 point). A maximum of 5 points may be awarded. Proposers who receive a score of 2 points or less will not be considered for award.

Cost

Revenue and Cost

Cobb County General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

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

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

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

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

II. Delivery

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

III. Explanation to Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 pm on April 17, 2012** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

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

The written proposal documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.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. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.**

Unsigned proposals will not be considered.

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

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

V. Withdraw Proposal Due To Error

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

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

VI. F.O.B. Point

Unless otherwise stated in the request for proposal and any resulting contract, or unless

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

VII. Patent Indemnity

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

VIII. 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 seven (7) 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 must 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

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. Local Vendor Presence (LVP) Program – Not Applicable

XXVIII. Proposal Evaluation

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

1. Evaluation Responsibility

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

2. Presentations

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

3. Evaluation Criteria

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

Please see Section 4-1 for Evaluation Criteria

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

XXIX. Multi-Year Contract Provisions

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

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

This contract shall terminate immediately and absolutely at such time as appropriated and

otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXX. Proposal Requirements

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

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

XXXI. Cover Letter/Executive Summary

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

XXXII. Project Team

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

XXXIII. Special Terms and Conditions

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

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

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

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

1. <http://www.dot.state.ga.us/eco-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.

**Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS
(Effective 10-28-2010 - Supersedes All Previous Versions)**

BACKGROUND

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

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

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

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

DEFINITIONS

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

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

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

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

**THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID
REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES.
IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE
DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.**

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

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

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

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

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

FORM ATTACHMENTS:

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

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

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

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

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

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

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

Notary Public Commission Expires: _____

Effective 10-28-2010

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

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

(Project Name/Description)

I further certify to Cobb County, Georgia the following:

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

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

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

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

Notary Public
Commission Expires: _____

Effective 10-28-2010

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@cobbcountry.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: _____

Signature of Authorized Representative

Date Completed: _____

Bid Form

REQUEST FOR PROPOSAL

FOOD CONCESSION SERVICES

Al Bishop Softball Complex

Jim R. Miller Park

Civic Center

Lost Mountain Park for County-sponsored events

Special Events

COBB COUNTY PARKS, RECREATION AND CULTURAL AFFAIRS DEPARTMENT

SEALED BID #12-5662

PERCENTAGE OF COMMISSION PAID TO COBB COUNTY _____

Company Name: _____

Attachment A

West Cobb Catering Concession Payments FY 2011

	Al Bishop	Civic Center	Lost Mtn Park	Other	Jim Miller Park	Gross Sales	Less Sales Tax	Net Sales	12% commission	Pymt.	Amt due	over pymt
Oct-10	\$775.00	\$1,392.00		\$2,199.00	\$6,571.00	\$10,937.00	\$656.22	\$10,280.78	\$1,233.69			
Nov-10	\$2,440.00	\$2,441.00			\$1,081.00	\$5,962.00	\$357.72	\$5,604.28	\$672.51			
Dec-10		\$1,434.00		\$713.00	\$403.00	\$2,550.00	\$153.00	\$2,397.00	\$287.64			
Jan-11	\$0.00	\$6,023.00			\$957.00	\$6,980.00	\$418.80	\$6,561.20	\$787.34			
Feb-11		\$6,413.00			\$421.00	\$6,834.00	\$410.04	\$6,423.96	\$770.88	\$817.04	-\$770.88	\$46.16
Mar-11	\$1,535.00	\$1,601.00			\$529.00	\$3,665.00	\$219.90	\$3,445.10	\$413.41	\$439.80	-\$413.41	\$26.39
Apr-11	\$6,085.00	\$4,649.00	\$623.80	\$70.00	\$261.00	\$11,688.80	\$701.33	\$10,987.47	\$1,318.50	\$1,402.68	-\$1,318.50	\$84.18
May-11	\$9,070.00	\$1,634.00	\$310.00		\$463.00	\$11,477.00	\$688.62	\$10,788.38	\$1,294.61	\$1,377.24	-\$1,294.61	\$82.63
Jun-11	\$6,470.00	\$1,563.00	\$4,947.00		\$4,234.00	\$17,214.00	\$1,032.84	\$16,181.16	\$1,941.74	\$2,065.68	-\$1,941.74	\$123.94
Jul-11	\$4,148.00	\$2,257.00	\$2,553.00		\$1,539.00	\$10,497.00	\$629.82	\$9,867.18	\$1,184.06	\$1,259.64	-\$1,184.06	\$75.58
Aug-11	\$4,720.00	\$4,137.00			\$11,839.00	\$20,696.00	\$1,241.76	\$19,454.24	\$2,334.51	\$2,483.52	-\$2,334.51	\$149.01
Sep-11	\$1,847.00	\$1,432.00				\$3,279.00	\$196.74	\$3,082.26	\$369.87	\$393.48	-\$369.87	\$23.61
Total	\$37,090.00	\$34,976.00	\$8,433.80	\$2,982.00	\$28,298.00	\$111,779.80	\$6,706.79	\$105,073.01	\$12,608.76	\$10,239.08	-\$9,627.58	\$611.50

Attachment A

West Cobb Catering Concession Payments FY2010

	Al Bishop	Civic Center	Lost Mtn Park	Other	Jim Miller Park	Gross Sales	Less Sales Tax	Net Sales	12% Commission	Net Amount
Oct-09	\$455.00	\$2,455.00		\$4,220.00	\$5,930.00	\$13,060.00	\$783.60	\$12,276.40	\$1,473.17	\$10,803.23
Nov-09		\$2,863.00		\$605.00		\$3,468.00	\$208.08	\$3,259.92	\$391.19	\$2,868.73
Dec-09		\$2,865.00			\$1,500.00	\$4,365.00	\$261.90	\$4,103.10	\$492.37	\$3,610.73
Jan-10		\$4,424.00			\$969.00	\$5,393.00	\$323.58	\$5,069.42	\$608.33	\$4,461.09
Feb-10		\$7,619.00				\$7,619.00	\$457.14	\$7,161.86	\$859.42	\$6,302.44
Mar-10	\$1,147.00	\$1,888.00			\$801.00	\$3,836.00	\$230.16	\$3,605.84	\$432.70	\$3,173.14
Apr-10	\$4,287.00	\$2,268.00			\$684.00	\$7,239.00	\$434.34	\$6,804.66	\$816.56	\$5,988.10
May-10	\$6,463.00	\$1,589.00			\$756.00	\$8,808.00	\$528.48	\$8,279.52	\$993.54	\$7,285.98
Jun-10	\$7,395.00	\$1,728.00			\$4,128.00	\$13,251.00	\$795.06	\$12,455.94	\$1,494.71	\$10,961.23
Jul-10	\$1,472.00	\$1,694.00		\$2,758.00	\$2,770.00	\$8,694.00	\$521.64	\$8,172.36	\$980.68	\$7,191.68
Aug-10	\$1,738.00	\$3,044.00	\$12,421.00		\$4,703.00	\$21,906.00	\$1,314.36	\$20,591.64	\$2,471.00	\$18,120.64
Sep-10	\$1,443.00	\$2,371.00				\$3,814.00	\$228.84	\$3,585.16	\$430.22	\$3,154.94
Total	\$ 24,400.00	\$29,490.00	\$ 12,421.00	\$ 7,583.00	\$ 16,311.00	\$ 65,805.00	\$ 3,948.30	\$ 61,856.70	\$ 7,422.80	\$ 54,433.90

Attachment B
Jim Miller Park Concession Events & Participants

2010

2011

<u>January</u>	Gun Show	1,000	<u>January</u>	Gun Show	1,800
	Car Show & Swap Meet	300		Auction	125
<u>February</u>	International Dog Show	450	<u>February</u>	Car Show	1000
	Atlanta Lab Dog Show	500		International Dog Show	300
	Southeast Dog Agility Trials	550		Southeast Dog Agility Trials	450
				Antique Radio Show	300
<u>March</u>	Consignment Sale	2,000	<u>March</u>	Consignment Sale	3,500
	Amateur Radio Club			Amateur Radio Club Hamfest	1,300
	Hamfest	1,300			
	County Egg Hunt	4,000	<u>April</u>	Sports Expo	400
				Car Show	2,000
<u>April</u>	Car Show	2,000		County Egg Hunt	3,500
<u>May</u>	Dog Agility Trial	500	<u>May</u>	Dog Agility Trial	500
	Dog Agility Trials	650		Auction	150
	Gun Show	1,600		Dog Agility Trials	550
	Amateur Radio Club				
<u>June</u>	Hamfest	1,000		Gun Show	1,600
	Rodeo	3,300	<u>June</u>	Amateur Radio Club Hamfest	1,200
	Dachshund Club Dog Show	600		Rodeo	3,000
<u>July</u>	Tea Party Event	2,250		Dachshund Club Dog Show	675
	AT&T Community Event	1,250	<u>July</u>	Rodeo	2,350
				Dog Show	400
<u>August</u>	St Thomas Summerfeset	5,500		Consignment Sale	4,000
	Car Show	1,500	<u>August</u>	St Thomas Summerfeset	7,000
	Car Show	750		Car Show	1,350
	Rodeo	2,850		Rodeo	2,850
	North Ga State Fair			North Ga State Fair	
<u>September</u>	No Concessions		<u>September</u>	No Concessions	
<u>October</u>	Agility Dog Trials	400	<u>October</u>	Agility Dog Trials	500
	Boxerstock Music Event	1,600		Boxerstock Music Event	1,400
	Rodeo	2,500		Rodeo	2,000
	Dog Show	2,000		Dog Show	2,000
	Halloween Event	2,500		Halloween Event	2,500
<u>November</u>	Gun Show	1,200	<u>November</u>	Gun Show	1,500
	Dog Agility Trials	600		Dog Agility Trials	600
<u>December</u>	St Thomas Mass	5,000	<u>December</u>	St Thomas Mass	5,500
2010 total concession participants		43,350	2011 total concession participants		56,300

Exhibit B
Hudgins Hall Participant Events 2010 / 2011

<u>2010</u>		<u>2011</u>		
<u>January</u>	Eastman Gun & Knife Show	1,411	<u>January</u> Eastman Gun & Knife Show	2,395
	MLK Luncheon	1,050	Staff Banquet	125
	GA Special Olympics Winter Games	5,300	MLK Luncheon	1,115
	Cobb County Jr. Basketball	4,260	GA Special Olympics Winter Games	5,300
<u>February</u>	Cobb County Jr. Basketball	11,980	<u>February</u> Cobb County Jr. Basketball	13,250
	Born Again Blessing	1,974	Staff SOGA Meeting	30
<u>March</u>	Eastman Gun & Knife Show	1,910	<u>March</u> Born Again Blessings	1,920
	Faith Christian Center	950	Staff SOGA Meeting	6
	Doll Show	207	Staff GRPA Camp Expo	530
<u>April</u>	CCPD Testing	250	Atlanta Symphony Street	1,000
	CCPRCAD Step Competition	2,750	Eastman Gun & Knife Show	3,737
	Eastman Gun & Knife Show	1,512	Elections	44
	Military Collectors	510	Cobb Summer Swim League	68
	US Census Training	52	<u>April</u> S.E. Antique Arms	1,810
	Atlantqa Symphony Orchestra	1245	Lutador Grappling Martial Arts	2,200
<u>May</u>	Gem & Mineral Show	2,577	Eastman Gun & Knife Show	1,911
	Pheonix Games	276	Everest Graduation	450
	Red Cross Blood Drive	50	Global Youth Services	650
	Home and Garden Show	233	Saving Generations Talent Show	60
<u>June</u>	Eastman Gun & Knife Show	1,431	H.R. Fire Teseting	262
	Cobb DFACS Expo	630	Military Collectors	614
	Pheonix Games	282	<u>May</u> Gem & Mineral Show	2,574
	Hobby Show	347	Senior Services Expo	982
<u>July</u>	Frank Cox Jewelry Show	1,364	Doll Show	365
	Cobb Booster Club	150	Red Cross Blood Drive	25
	Military Collectors	543	<u>June</u> H.R. Tax Assessor Testing	105
	Depression Glass Show	1,755	Eastman Gun & Knife Show	2,052
	R.K. Gun Show	2,354	Antiquarian Booksellers Show	1,350
<u>August</u>	North Georgia Relic Hunters	532	Staff - Camp lunch	256
	Eastman Gun & Knife Show	2,129	Cobb DFACS Expo	425
	Marietta Career Expo	250	Healthy Food Throw Down	200
	Born Again Blessings	1986	Staff - Camp lunch	180
<u>September</u>	R.K. Gun Show	1,913	<u>July</u> Frank Cox Jewelry Show	1,352
	Frank Cox Jewelry Show	1,346	Military Collectors	574
	Lutador Grappling Martial Arts	925	Depression Glass Show	1,758
	Marietta Career Expo	450	Kids Staff	85
	Peachstate Stamp Show	312	R.K. Gun Show	1,824
<u>October</u>	Eastman Gun & Knife Show	1,912	<u>August</u> Lutador Grappling	1,600
	Keep Cobb Beautiful	150	North Georgia Relic Hunters	550
	CMJL Mistletoe Market	3,163	Civil War Show	300
<u>November</u>	Doll Show	443	Eastman Gun & Knife Show	2,153
	Military Collectors	375	Red Cross Blood Drive	25
	Taste of Africa	633	Born Again Blessings	1965
	Gem & Mineral Show	2,568	<u>September</u> R.K. Gun Show	2,480
	Train Show	183	Quilt Show	2470
<u>December</u>	Eastman Gun & Knife Show	1,878	Frank Cox Jewelry Show	1,253
	Snap -on - Tools	150	Marietta Career Expo	1,335
	Feed My Lambs	2,043	<u>October</u> Eastman Gun & Knife Show	1,863
	SEBA Atlanta Hoop Festival	2,576	DFACS Sign Ups	1450
			CMJL Mistletoe Market	3,105
			<u>November</u> Doll Show	438
			Cheer Fest	1,200
			Veterans Program	350
			Military Collectors	512
			Gem & Mineral Show	2,374
			<u>December</u> Eastman Gun & Knife Show	2,289
			Atlanta Symphony Street	1,000
			Feed My Lambs	2,200
			2011 Participant Totals	88,046
	2010 Participant Totals	73,270		

Attachment B

2010 Al Bishop Attendance / Participation Figures

January

No Games Scheduled

February

No Games Scheduled

March

League Play - 2 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 3 weekends

Super 8 Men's SP Tourney -- rain

ISA Men's SP Tourney -- 700

Super 8 Men's SP Tourney -- rain

April

League Play - 4 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 4 weekends

ISA Men's SP Tourney -- 725

Super 8 Men's SP Tourney -- DNP

ASA Youth FP Tourney -- 650

USSSA Men's SP Tourney -- DNP

May

League Play - 4 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 5 weekends

ASA Youth FP Tourney -- 1,700

Super 8 Men's SP Tourney -- DNP

ASA Youth FP Tourney -- 1,200

ASA Men's SP Tourney -- DNP

USSSA Men's SP Tourney -- 500

June

League Play - 4 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 4 weekends

USSSA Men's SP Tourney -- 475

ASA Youth FP Tourney -- 775

ASA Youth FP Tourney -- 775

SPA Men's SP Tourney -- 550

July

League Play - 2 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 3 weekends

ASA Youth FP Tourney -- 1,200

Super 8 Men's SP Tourney -- DNP*

AugustLeague Play - 2 weeks

Monday-Thursday, 16 games (avg.) per night	--	550ea
--	----	-------

Tournament Play - 4 weekends

ASA Youth FP Tourney	--	3,000
Super 8 Men's SP Tourney	--	325
USSSA Men's SP Tourney	--	325
ASA Men's SP Tourney	--	DNP*

SeptemberLeague Play - 4 weeks

Monday-Thursday, 16 games (avg.) per night	--	550ea
--	----	-------

Tournament Play - 1 weekend

Special Pops SP Tourney	--	400
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OctoberLeague Play - 3 weeks

Monday-Thursday, 16 games (avg.) per night	--	550ea
--	----	-------

Tournament Play - 2 weekends

Relay For Life Charity Tourney	--	DNP*
Japanese Chamber Tourney	--	700

November

No League Games Scheduled

Tournament Play - 2 weekends

NSA Youth FP Tourney	--	600
Camsports Youth FP Tourney	--	600

December

No Games Scheduled

*DNP - Did not Play

Attachment B

2011 Al Bishop Attendance / Participation Figures

January

No Games Scheduled

February

No Games Scheduled

March

League Play - 1 week

Monday-Thursday, 16 games (avg.) per night -- 550 ea

Tournament Play - 4 weekends

Camsports FP Tourney -- rain

USSSA Men's SP Tourney -- rain

NSA Men's SP Tourney -- 435

Super 8 Men's SP Tourney -- 365

April

League Play - 4 weeks

Monday-Thursday, 16 games (avg.) per night -- 550 ea

Tournament Play - 5 weekends

ISA Men's SP Tourney -- 335

Fed/Ex Charity Tourney -- 200

Super 8 Men's SP Tourney -- 200

ISA Men's SP Tourney -- 300

USSSA Men's SP Tourney -- rain

ASA Youth FP Tourney -- 1,500

MAY

League Play - 4 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 4 weekends

Super 8 Men's SP Tourney -- 400

ISA Men's SP Tourney -- 450

ASA Youth FP Tourney -- 1,500

USSSA Men's SP Tourney -- 300

JUNE

League Play - 2 weeks

Monday-Thursday, 16 games (avg.) per night -- 550ea

Tournament Play - 4 weekends

ASA Youth FP Tourney -- 1,600

ASA Youth FP Tourney -- 2,000

USSSA Women's SP Tourney -- DNP

SPA Men's SP Tourney -- 575

JULY

League Play - No play Scheduled

Tournament Play - 5 weekends

NSA Youth FP Tourney -- DNP

ASA Youth FP Tourney -- 1,700

ISA Men's SP Tourney -- 525

GSA Youth FP Tourney	--	1,500
Super 8 Men's SP Tourney	--	425

AUGUST

<u>League Play</u> - 4 weeks		
Monday-Thursday, 16 games (avg.) per night	--	550 ea
 <u>Tournament Play</u> - 4 weekends		
NSA Men's SP Tourney	--	800
Super 8 Men's SP Tourney	--	350
USSSA Men's SP Tourney	--	DNP
Kell HS FP Tourney	--	DNP

SEPTEMBER

<u>League Play</u> - 4 weeks		
Monday-Thursday, 16 games (avg.) per night	--	550ea
 <u>Tournament Play</u> - 2 weekends		
Special Population SP Tourney	--	400
Lockheed Credit Union Charity Tourney	--	200

OCTOBER

<u>League Play</u> - 4 weeks		
Monday-Thursday, 16 games (avg.) per night	--	550ea
 <u>Tournament Play</u> - 3 weekends		
COPS Charity Tourney	--	DNP
NSA Youth FP Tourney	--	450
Japanese Chamber Tourney	--	750
ASA Youth FP Tourney	--	450

NOVEMBER

<u>League Play</u> - No play scheduled		
 <u>Tournament Play</u> - 2 weekends		
NSA Youth FP Tourney	--	650
Camsports Youth FP Tourney	--	725

DECEMBER

No Games Scheduled

ATTACHMENT C

AL BISHOP MENU

Hamburger	\$ 2.75
Cheeseburger	\$ 3.00
Hot Dog	\$ 2.00
Chicken fingers w/ fries	\$ 6.00
Cheese sticks	\$ 4.00
Tator tots	\$ 2.50
French fries	\$ 2.50
Corn dog	\$ 2.00
Sausage or chicken biscuit	\$ 2.00
Pop Corn	\$ 1.00 - \$ 2.00
Fountain Drinks	\$ 1.00 - \$ 3.00
Coffee / Tea / Hot Choc.	\$ 1.00 - \$ 2.00
Bottle drinks	\$ 2.00 - \$ 3.00
Bottled water	\$ 1.00 - \$ 2.00
Nachos	\$ 3.00
Sunflower seeds	\$ 1.00
Peanuts	\$ 1.00 - \$ 2.00
Candy Products	\$.25 - \$ 1.00
Shaved Ice w/ flavor Flower cup	\$ 3.00
Chips / crackers / cookies	\$.50 - \$ 1.00
Ice cream	\$ 1.00

HUDGINS HALL MENU

Hamburger	\$ 2.75
Cheeseburger	\$ 3.00
Hot Dog	\$ 2.00
Sausage biscuit	\$ 2.00
Muffins / Danish	\$ 1.00 - \$ 2.00
Chips / crackers / cookies	\$ 1.00 - \$ 3.00
Nachos	\$ 3.00
Pop corn	\$ 1.00 - \$ 2.00
Candy / Hard / Soft / Chocolate	\$.25 - \$ 1.00
Fountain Drinks	\$ 1.00 - \$ 2.00
Coffee / Tea / Hot Choc.	\$ 1.00 - \$ 2.00
Bottled / Can Drinks	\$ 1.00 - \$ 3.00

Attachment D

DRUG-FREE WORKPLACE FORM

The contractor, as signed
hereby certifies that: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty to, any violation of the criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the COUNTY within 10 calendar days after receiving from an employee or subcontractor a notice of conviction or plea or after otherwise receiving actual notice of such conviction or plea.
6. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
7. Make a good faith effort to continue to maintain a drug-free workplace for employees.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature _____ Title _____

Attachment F

CERTIFICATION BY APPROVED SUBCONTRACTORS

The proposer shall require each of his subcontractor(s) which have been approved by the Cobb County Board of Commissioners in accordance with the proposal stipulation on "Assignment, Sub-Leasing, and Successors in Interest" to sign a statement certifying and agreeing to comply with the terms and conditions stated above in reference to: licenses, drug-free workplace, conflict of interest and contingent fees. Such signed statements shall be on forms provided by the County. The proposer shall return such executed forms to the County and they shall be incorporated in and become a part of this contract. No compensation shall be payable to the proposer until executed certifications are received by the County for all of the proposer's approved subcontractors.

Certification Signature

Title

Date of Signature_____

Certification Signature

Title

Date of Signature_____

Certification Signature

Title

Date of Signature_____

Certification Signature

Title

Date of Signature