

# **GLYNN COUNTY GEORGIA**

**August 1, 2008**

## **GLYNN COUNTY DETENTION CENTER FOOD SERVICE**

**INVITATION**

**FOR**

**BID**

**No. 082008**

**GLYNN COUNTY DETENTION CENTER  
FOOD SERVICES**

**Request for Proposal  
No. 082008**

*Invitation To Bidders*

1. The GLYNN COUNTY SHERIFF'S OFFICE will receive sealed proposals in their offices at 1812 Newcastle Street, Brunswick, GA until **2:00 p.m., August 20, 2008**, for services that are described in the schedules attached hereto. Proposals will be publicly opened and only the name(s) of those Proposers responding will be mentioned. All Proposers are invited to be present during the proposal opening.
2. There **will not** be a pre-proposal conference. Any questions and requests for clarifications should be directed to Colonel Louise Newsome, 1812 Newcastle Street, Brunswick, Ga. 31520. Telephone (912) 554-7600; Fax: (912) 554-7685. In order to provide ample time to respond prior to the opening date proposers should forward their requests **no later than 12 Noon, Friday, August 15, 2008**.
3. The person, firm, or corporation participating in this solicitation shall submit its technical and fee Proposals in separate **Sealed** envelopes on or before the hour and day stated above. No Proposal may be withdrawn or modified in any way after the deadline for Proposal openings.
4. The Proposers' response shall include a fee Proposal and a technical Proposal and all other information requested in this Request for Proposal (RFP). The fees shall be the full cost to the Glynn County Sheriff.
5. These instructions are an integral part of any Proposal.
6. The Sheriff anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the Sheriff. Such an award, if any, is projected to be accomplished within sixty (60) days from the Proposal opening.
7. **THE GLYNN COUNTY SHERIFF, BRUNSWICK, GEORGIA RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, WAIVE TECHNICALITIES AND MAKE THE AWARD IN THE BEST INTEREST OF THE GLYNN COUNTY SHERIFF'S OFFICE.**

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

Glynn County Sheriff's Office  
Glynn County, Georgia

Louise Newsome  
Colonel

**GLYNN COUNTY DETENTION CENTER  
INMATE FOOD SERVICE**

**REQUEST FOR PROPOSAL  
No. 082008**

*Instructions To Bidders*

**Intent:** It is intended that the Instructions to Bidders, General Conditions, and Detailed Schedules and Specifications shall define and describe the complete services to which they relate.

**Examination:** The Bidder is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the successful Bidder of his obligation to furnish all products and services necessary to carry out the provisions of the contract.

**Determination of Successful Bidder:** The contract will be awarded, if awarded, to the most responsive and responsible Bidder as determined by the Sheriff.

**Responsiveness:** The Sheriff will consider the degree to which each Bidder has submitted a complete Bid without irregularities, exceptions, special conditions, or alternative bids for any item unless specifically requested in the RFP.

**Bid Form:** Bids shall be submitted in the format required in this RFP. The Bidder shall submit an original and one (1) copy of its complete bid.

**Submission of Bids:** It is the responsibility of the Bidder to have its sealed bid at the Glynn County Sheriff's Office **at least twenty (20) minutes prior to the time of opening.** Bids received after the scheduled bid opening time and date will remain unopened and will not be considered.

The following address should be used on the outside of the envelope containing the bid:

GLYNN COUNTY SHERIFF'S OFFICE  
Attn: Colonel Louise Newsome  
1812 Newcastle Street  
Brunswick, GA 31520

**ADETENTION CENTER FOOD SERVICE BID No. 082008"**

## SECTION A TERMS AND CONDITIONS

### 1.0 DEFINITIONS

1. **Bid** - An offer or statement of a price and project description in response to a request for materials or services to be rendered to the County or its employees.
2. **Bidder** - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity who has submitted a bid that conforms in all material respects to the requirements set forth herein.
3. **Contractor** - Successful Bidder to whom the County awards a contract to provide the goods or services requested in the Invitation to Bid.
4. **County** - The Glynn County Board of Commissioners (BOC) or their designee.
5. **RFP** - Request For Proposal. It will include executed bid documents, including documents attached or incorporated by reference, utilized for soliciting bids in accordance with the bid procedures set forth herein.
6. **Sealed Bid** - A written response in a sealed envelope or package to an advertised request for materials or services to be rendered to the Sheriff's Office or its employees.
7. **Sheriff** - Chief Law Enforcement Officer in Glynn County, Georgia.

**2.0 HISTORICAL BACKGROUND:** The Glynn County Detention Center is a direct supervision facility. It houses local, state, and federal sentenced and pretrial offenders. The current 9.5 million dollar facility was opened April 1989. The Sheriff of Glynn County manages the facility that has a maximum capacity of 344 offenders. The current offender population averages approximately 430 inmates.

**3.0 GENERAL DESCRIPTION:** The Glynn County Sheriff is interested in receiving sealed public bids to provide Food Services to the Glynn County Detention Center (hereafter referred to as "GCDC@). This RFP establishes the intended scope of work required to accomplish these services. Accordingly, the successful Bidder will be required to provide complete food and related services, within the scope of the contract, to the inmates and staff of the Center.

### 4.0 CONTRACT PERIODS

- 4.1 **Initial Period:** The base period will commence September 1, 2008, and continue through June 30, 2009.
- 4.2 **First Option Year:** The calendar period commencing on July 1, 2009, and continuing for twelve (12) consecutive months.
- 4.3 **Second Option Year:** The calendar period commencing on July 1, 2010, and continuing for twelve (12) consecutive months.

**5.0 AWARD OF CONTRACT:** The contract will be awarded to that responsible Bidder whose bid,

conforming to the RFP, will be most advantageous to the Sheriff; price and other factors considered. The Sheriff reserves the right to reject any or all bids and to waive informalities and minor irregularities in all bids received. A written award, mailed (or otherwise furnished) to a successful Bidder within sixty (60) days from date of bid opening shall be deemed to result in a binding contract without further action by either party.

- 5.1** ***Exercising Of Option Periods:*** Sixty (60) days prior to the expiration of a contract period, the Sheriff will evaluate the Center=s future needs and determine the necessity for continuing these services. The Sheriff=s decision to exercise an option period will be provided to the successful Bidder, in writing.

## **6.0 TERMINATION OF CONTRACT**

- 6.1** ***Automatic Termination:*** The Contractor agrees that if for any reason he cannot fulfill his obligations under the terms and conditions of this RFP, as determined by the Sheriff, any contract resulting from this RFP shall be automatically terminated and subject to rebid or other action by the Sheriff.
- 6.2** ***Non-Specific Termination:*** Either party shall have the right to voluntarily terminate this agreement at any time upon sixty (60) days advance written notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.

## **7.0 FOOD SERVICE REQUIREMENTS**

- 7.1** ***Meals:*** The successful Bidder shall provide and serve approximately 3,000,000 meals over a twelve (12) month period to inmates and duty staff. This number includes three meals per day Monday through Friday, and two meals per day on Saturdays, Sundays and holidays (hot breakfast and dinner) per inmate. With an average daily projected population of 500 inmates or an equivalent of 3,467,500 meals per year. Additionally, it includes approximately 50 meals per day for staff or 18,250 meals per year.
- 7.2** ***Hours:*** The successful Bidder will serve breakfast between 6:00 a.m. and 7:00 a.m., lunch between 11: a.m. and 12:00 p.m. and dinner will be served between 4:30 p.m. and 5:30 p.m.
- 7.3** ***Method of Service:*** The successful Bidder will continue the decentralized feeding method now in use. Any desired changes are to be outlined in the Bidder=s response.
- 7.4** ***Standards:*** The minimum standard meat grades will be U.S. Grade, and produce will be number one choice.
- 7.5** ***Food Areas:*** All food and areas where food is prepared shall be and shall remain in compliance with all applicable laws or regulations regarding sanitation and safety.
- 7.6** ***Food Transportation:*** Food is to be transported in covered, dust-proof, non-absorbent insulated containers (preferably Aladdin brand trays). Hot and cold foods will be packaged separately and in containers such that the proper temperature will be maintained until the food is served.

**7.7** **Menus:** The successful Bidder shall satisfy food service requirements of the Georgia Department of Human Resources. All inmates shall be served hot meals for the breakfast and dinner meals, and sandwiches at the lunch meal. Food guide for adults shall be based on the following nutritional and caloric allowances.

**a. Nutrition:** Daily requirements:

Milk - At least one 8 oz. cup per day.

Meat Group - Two or more servings: beef, veal, lamb, poultry, fish, eggs, occasionally dry beans, nuts, or dry peas may be served as alternates. At least five (5) ounces of meat, fish or poultry (protein) must be served daily.

Vegetable and Fruit Group - Four or more servings: A citrus fruit or other fruit or juice and vegetable must be served at least once a day for Vitamin C; dark green or yellow vegetable for Vitamin A at least every other day.

Bread and Cereal Group - Four or more servings of whole grain, enriched or restored.

Other Food - As needed to round out meals, to satisfy individual appetites, and to provide additional calories.

**b. Caloric:**

Each Bidder shall submit menus that indicate total caloric values of the meals served (except special diets for medical reasons) at a minimum of 3,000 calories per day. The Bidder, as part of the bid, will submit two (2) sets of cycle menus listing portions to be furnished under this RFP. Any required menu substitutions must first be approved in writing by the Jail Administrator. The successful Bidder must be capable of preparing menus for medical diets as provided at the request of a physician or other medical authority and providing, where reasonable, special diets for religious purposes as designated by religious authority.

**7.8** **Emergency Preparedness Requirements:** The successful bidder shall submit a plan for food services during an emergency (natural or man made). The plan must include provisions to supply cold sack meals during necessity of an evacuation as well as a 14-day food supply to be used to feed inmates during adverse environmental conditions. The 14 day food supply must be sufficient to feed the full inmate population and Sheriff=s Office Staff. The 14-day disaster menu must be made up of all nonperishable food items.

**7.9** **Inspections:** The successful Bidder must agree to allow unscheduled visits by the Sheriff or his designee and the Glynn County Board of Health to inspect the food service preparation facilities. The purpose of the inspection will be to assure that all persons assigned to food services are free from communicable disease or open wounds and to determine if the food service area is sanitary and has temperature-controlled food storage. Special attention will be given to the control of vermin.

**7.10** **Unscheduled Cost:** Any cost incurred by the County for failure of the successful Bidder to abide by the Food Service Agreement with the County or to perform

necessary services as described herein and in the Food Service Agreement will be borne by the successful Bidder.

**7.11 Menu Submission:** The successful Bidder will submit the menu plan ten (10) days before each menu cycle to allow sufficient time for the Jail Administrator to make adjustments or modifications in the plan menu so as to assure full compliance with the Food Service Agreement.

**7.12 Supervision:** All services shall be under the direct supervision of the Sheriff or his designated representative as to time and method of providing the meals in the Center. The successful Bidder and his employees shall abide by all rules and regulations of the Sheriff during such time as the successful Bidder or its employees are present in the Center. No employee of the successful Bidder shall possess a criminal record revealing a conviction of a misdemeanor involving moral turpitude or any crime defined as felony under the laws of the State of Georgia unless pre-approved by the Sheriff or his designee.

**7.13 Packaging/Bagging:** The contractor shall be responsible for the cost of the bags and all packaging products for the noon sack lunch and all other meals.

**8.0 CONTRACTOR RESPONSIBILITIES:** The successful Bidder will be responsible for the following elements and activities during the life of any contract arising from this RFP.

1. Labor cost for Food Service Management Employees, including fringe benefits.
2. Purchase of all food products, cleaning supplies (dish washing detergents as well as floor and equipment cleaning supplies), and paper supplies.
3. Insurance cost, license, and permit fees.
4. Cost of Performance Bond.
5. Uniforms and nametags for Food Service Management Employees.
6. Establish a sanitation program for food service facilities as approved by the Jail Administrator.
7. Assure correct portions and temperature before food carts are delivered to cell areas. Random portions and temperature checks shall be performed by the Contractor.
8. Maintain compliance with National Accreditation Standards as related to food service operations.
9. Notify the Sheriff immediately of need for equipment repair(s).
10. Establish a Trusty Training Program for food service.
11. Provide and supply a sufficient number of insulated trays, polycarbonate tumblers, utensils, and carts as approved by the Jail Administrator on a cost per meal basis. The Sheriff reserves the right to furnish these items in lieu of leasing them from the Contractor.
12. Provide adequate food cleaning, preparation, and storage items on a cost per meal basis.
13. Store, inventory, utilize and maximize USDA commodities and retain State and Federal

Government Forms for a period of three (3) years if the Sheriff qualifies for and elects to use such products.

14. Submit and maintain a performance bond equal to the estimated three (3) months meal cost.
15. Menus shall be approved by a licensed/certified dietician in the state of Georgia at the vendor's expense.
16. Provide sack lunches for trusty workers or for other special needs inmates as may be requested by designated Sheriff's Office Personnel.
17. Provide for the removal and disposal of used cooking grease/lard.
18. Provide all small wares including but not limited to cooking utensils, pots, pans, cookie sheets, etc.

**9.0 COUNTY PROVIDED FACILITIES:** The Sheriff's Office shall provide, at no cost to the Contractor, the following facilities and services:

1. Kitchen preparation area, refrigeration, storage and all cooking equipment such as stoves, ovens, grills etc., except for small wares that shall be provided by the contractor.
2. Utilities and trash removal (dumpster).
3. Local telephone service (toll calls paid by Contractor).
4. Repair and/or replacement of cooking appliances.
5. Facility maintenance.
6. Adequate number of trusties needed for food preparation, serving, and sanitation.
7. Clean inmate uniforms and insure their personal hygiene (Trusties).
8. Delivery of food carts to inmate and staff consumption areas.
9. Storage and handling charges for USDA commodities.

## **10.0 CONTRACT TECHNICAL REPRESENTATIVE**

The Contract Technical Representative is the Sheriff's day-to-day manager of the services contracted for by the Sheriff's Office. He shall provide the successful Bidder direction and monitor the results within the limits of the contract's terms and conditions. He will decide questions that may arise as to quality and acceptability of services performed. He shall judge as to the accuracy of quantities submitted by the successful Bidder in payment requests and the acceptability of the services that these quantities represent. He will be the point-of-contact for developing contract changes and amendments to be approved by Sheriff. Any **technical** questions arising, subsequent to contract award, are to be addressed as follows:

Glynn County Detention Center  
Attn: Colonel Louise Newsome

1812 Newcastle Street  
Brunswick, GA 31520  
Phone: (912) 554-7600 Fax: (912) 554-7682

## 11.0 CONTRACT ADMINISTRATOR

The Contract Administrator for this RFP shall be Colonel Louise Newsome. She shall act as the Sheriff=s Representative during the execution of any subsequent contract and related amendments. She will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any contractual questions arising during the RFP period or during the contract period(s) are to be addressed to the Contract Administrator at the following address.

Glynn County Sheriff=s Office  
Attn: Colonel Louise Newsome  
1812 Newcastle Street  
Brunswick, GA 31520  
Phone: (912) 554-7600; Fax: (912) 554-7682  
Email: rferguson@glynncounty-ga.gov

**12.0 INSURANCE:** The successful Bidder shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the Owner. Nor shall the successful Bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the successful Bidder. Proof of this insurance will be provided the Owner with the Glynn County Sheriff=s Office named as certificate holder.

**12.1 Worker=s Compensation:** The Successful Bidder shall procure and shall maintain during the life of the Contract Agreement, Worker=s Compensation Insurance for all of his employees to be engaged in work on this contract. The Successful Bidder shall require all subcontractors similarly to provide Worker=s Compensation Insurance for all of his employees engaged in work on a subcontract.

**12.2 Comprehensive General Liability:** The Successful Bidder shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement. The amount of insurance shall not be less than the following:

\$500,000 Bodily Injury, including death, each occurrence

\$250,000 Property Damage, each occurrence

\$500,000 Property Damage, in the aggregate

**12.3 Hold Harmless Agreement:** The Successful Bidder shall submit with his bid a hold harmless agreement which will indemnify, save and hold harmless the Glynn County Sheriff and its employees from any liability that may arise as a result of the

successful Bidder=s conduct or any aspect of the food service program; and from any harm suffered by any of his employees due to any unusual situations or conditions that may arise at the Center.

**13.0 SECURITY REGULATIONS:** The Successful Bidder and his employees will be required to comply with appropriate Detention Center facility security regulations.

#### **14.0 PAYMENT**

**14.1 Invoice Validation:** The successful Bidder will maintain adequate records and documentation to enable the Sheriff to verify and approve all invoices. The County shall pay the successful Bidder for the performance of the contract, subject to additions and deductions provided therein, in current funds, for meals actually delivered and in accordance with the payment schedule contained in the Bidders Response Schedule. All invoices will be delivered to the below address.

**14.2 Payment Process:** The County shall make monthly payments to the successful Bidder for the number of meals served during the preceding month as established by verified invoices approved by the Sheriff. The payment shall be made within thirty (30) days after the receipt of the invoice in a form acceptable to the County. The County shall not be required to pay for any meal or meals that do not meet the standards set out in the invitation.

**14.3 Failure of Payment:** It is expressly agreed that if the County should fail to pay the Contractor, through no fault of the Contractor, within thirty (30) days after receipt of an acceptable invoice, the Contractor shall receive interest on the balance due. The rate of interest will be one percent (1%) per month not to exceed three (3) months (3%).

**14.4 Georgia Prompt Pay Act Exclusion:** All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

**15.0 REFERENCES:** The Bidder shall submit a list of references reflecting current food service for detention institutions using trusty labor or catering services and prior accounts with reasons for termination over the previous four (4) year period.

**16.0 MENUS:** The Bidder will submit with his bid, cycle menus (2 sets).

**17.0 EMPLOYEE LIST:** The successful Bidder shall provide the Sheriff a current list of proposed employees for approval prior to commencing any work on this agreement. All food service employees of the contractor must have a criminal history background check completed and reviewed by the Sheriff or his designee. The kitchen manager of the contractor must have sufficient experience in food service management to qualify for the position.

**18.0 CONTRACTOR=S CLAIM:** No claim for additional or other compensation beyond the Fees shall be allowable unless the Contractor makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

#### **19.0 DISPUTES RESOLUTION**

- 19.1** All claims, disputes and other matters in question between the Contractor and the Sheriff arising out of, or relating to, this Contract or the breach therefore, shall be tried before and to a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder, or joint filing, any additional person or entity to the final resolution of the matter in controversy. The Contractor hereby further agrees that, should any subcontractor or supplier to the Contractor file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Contractor, then the Contractor shall indemnify and hold harmless the County and the Sheriff's Office, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Sheriff.
- 19.2.** Should the County or Sheriff utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Contractor agrees to pay the Sheriff all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.
- 19.3** Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.
- 19.4** The Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the contract, shall be brought in any court in Glynn County, Georgia. Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

**- End of This Section -**

**SECTION B**  
**BIDDERS RESPONSE SCHEDULE**  
*(To Be Completed By the Bidder)*

The undersigned agrees, if this bid is awarded, to furnish all food, meal preparation, labor, small ware, equipment and associated supplies in accordance with the terms and conditions of this RFP #082008.

I. Please enter prices for the items listed below. Prices provided will be firm fixed prices and will be considered non-negotiable as relating to the issuance of a contract or purchase order resulting from this RFP. All prices shall be valid for a period of at least ninety (90) days from the date of the Bid Opening.

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Cost Per Serving Base Period			
	Food/Meal Preparation	Tray, Tumblers Utensils	Total
Hot Breakfast	_____	_____	_____
Bag Lunch	_____	_____	_____
Hot Dinner	_____	_____	_____
Total	_____	_____	_____

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**--First Option Year**

	Food/Meal Preparation	Tray, Tumblers Utensils	Total
Hot Breakfast	_____	_____	_____
Bag Lunch	_____	_____	_____
Hot Dinner	_____	_____	_____
Total	_____	_____	_____

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**--Second Option Year**

	Food/Meal Preparation	Tray, Tumblers Utensils	Total
Hot Breakfast	_____	_____	_____
Bag Lunch	_____	_____	_____
Hot Dinner	_____	_____	_____
Total	_____	_____	_____



**SECTION C  
REPRESENTATION**

This bid is submitted to the Glynn County Sheriff by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and Glynn County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the Sheriff's option, may result in a revocation of the granted contract.

Consent is hereby given to the Sheriff to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the Sheriff decides to review this bid, additional information may be requested. Failure to supply any request for information within a reasonable time may result in the rejection of the Bidder's bid with no re-submittal rights.

The successful Bidder understands that the Sheriff, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the Sheriff's judgment may best serve the public interest or the citizens and employees, may grant a contract.

The Bidder, by attesting below, certifies that its bid is valid for a period of at least ninety (90) days from the required submission date and that no costs incurred by recipients of the RFP in anticipation of receiving a contract award from the Sheriff will be reimbursed by the Sheriff.

The successful Bidder understands that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_  
(Print/Type)

Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

**EEO Plan:** The successful Bidder will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

**EEO For Veterans/Handicapped:** The successful Bidder will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

**EEO For Successful Bidder Programs:** The successful Bidder, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Bidder-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

**EEO Acquisitions:** The successful Bidder will develop and implement a policy that <sup>w</sup> give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

- a. Does the Bidder have the above EEO policy in place?

Yes  No

- b. If the answer to a. above is no, will the Bidder have such a policy in place by the project date?

Yes  No

**Statement of Assurance:** The Bidder herein assures the Sheriff' Office that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance with A.D.A.

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(Firm's Name)

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(Authorized Signature)

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(Title)

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(Date)

**Georgia Security and Immigration Compliance Act Requirements**  
**(To be submitted)**

Contractor states that it is within the following employee-number category (please initial or check the appropriate category):

\_\_\_\_\_ 500 or more employees;

\_\_\_\_\_ 100 or more employees, but less than 500; or

\_\_\_\_\_ fewer than 100 employees.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

(You must return this with your bid if you are required to do so under the Georgia Security and Immigration Compliance Act)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Glynn County Sheriff's Office has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Glynn County Sheriff's Office contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by Glynn County Sheriff's Office. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Glynn County Sheriff's Office at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
2008

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

(You must return this with your bid if you are required to do so under the Georgia Security and Immigration Compliance Act)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Glynn County Sheriff's Office has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_,  
2008.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CONTRACT FOR SERVICES  
BY AND BETWEEN  
GLYNN COUNTY SHERIFF  
AND**

\_\_\_\_\_  
\_\_\_\_\_  
**(CONTRACTOR)**

This Agreement made and entered into by and between Glynn County Sheriff, party of the first part (hereinafter called the ASheriff@) and \_\_\_\_\_

\_\_\_\_\_ party of the second part (hereinafter called the AContractor@); and

WHEREAS, the Contractor and the Sheriff for the consideration hereinafter named, agree and acknowledge that:

**Part A: Contract Form**

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Glynn County Detention Center Food Service** in strict conformity with all sections of the Solicitation 00271, hereinafter set forth, whose program services together with the Contractor=s Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on a date mutually agreed upon by the Sheriff=s Office and the Contractor.

ARTICLE 3. The Sheriff agrees to pay the Contractor, in current funds, for the performance of this Contract an amount equal to the number of actual meals served at the rate of \_\_\_\_\_ which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided.

ARTICLE 4. The Sheriff and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. The Contractor, recognizing the particular requirements of the Sheriff=s budgetary process, agrees to waive the terms of O.C.G.A. Section 13-11-1 et seq., known as the AGeorgia Prompt Pay Act@. Contractor agrees that the work and services required by this contract may require inspection and approval of the Sheriff=s Office. The County shall have 30 working days from approval by the Sheriff=s Office in which to pay the Contractor; subject to any documentation requests by the Sheriff as necessary to allow the County

to evaluate the completeness and accuracy of monies due.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Sheriff=s Office, Consultants and their officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

- Part A: Contract Form
- Part B: Performance Bond
- Part C: Affidavit of Payment of Claims
- Part D: Certificate of Insurance
- Part E: Drug Free Workplace

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor=s workers, Sheriff=s Office personnel, or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia that require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract, shall be brought in any court in Glynn County, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this

Agreement. The Sheriff shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the Sheriff. Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Glynn County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each bid for public improvements projects submitted to the County for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the Sheriff.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the Sheriff, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

**IN WITNESS WHEREOF:**

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

**SHERIFF'S OFFICE:**

By: \_\_\_\_\_  
Title: Sheriff, Glynn County Georgia

Date: \_\_\_\_\_

Signed and sealed in  
the presence of:

*(Seal)*

1. \_\_\_\_\_

2. \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**Company Name**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and sealed in  
the presence of:

*(Seal)*

1. \_\_\_\_\_

2. \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PART B**  
**PERFORMANCE BOND**

STATE OF GEORGIA  
COUNTY OF GLYNN

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_, as

Principal, (herein after known as "Contractor"), and we \_\_\_\_\_

\_\_\_\_\_ as Surety, do hereby  
acknowledge ourselves indebted and firmly bound and held unto the Glynn County, Georgia,  
Sheriff, for the use and benefit of those entitled thereto in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) ) for the payment of which will and truly  
to be made, in lawful money of the United States, we do hereby bind ourselves, successors,  
assigns, heirs, and personal representatives.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**

WHEREAS, the Sheriff has engaged the said Contractor for the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) ) for

the, **Detention Center Food Services** project, as more fully appears in a written Agreement  
bearing the same project title, a copy of which Agreement is by reference hereby made a part  
thereof.

**NOW, THEREFORE**, if a said Contractor shall fully and faithfully perform all the undertakings  
and obligations under the said agreement or contract herein before referred to and shall fully  
indemnify and save harmless the said Owner from all costs and damage whatsoever which it may  
suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse  
and repay the said Owner such default, and shall guarantee all products and workmanship against  
defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it  
shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time,  
alteration or addition to the terms of the said Agreement or Contract or in the work to be  
performed there under, or the Specifications accompanying the same shall in any way affect the

obligations under this obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-82-100 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

**IN WITNESS WHEREOF**, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its

duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2008. Executed in three (3) counterparts.

-----  
**CONTRACTOR**

\_\_\_\_\_  
*(Company Name)*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and sealed in  
the presence of:

*(Seal)*

1. \_\_\_\_\_

2. \_\_\_\_\_

-----  
**SURETY:**

\_\_\_\_\_  
*(Surety Name)*

By: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Title: \_\_\_\_\_

**(Seal)**

1. \_\_\_\_\_

2. \_\_\_\_\_

**PART C**  
**AFFIDAVIT OF PAYMENT OF CLAIMS**  
*(Submitted with Last Invoice)*

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2008

appeared before me, \_\_\_\_\_, a Notary Public, in

and for \_\_\_\_\_, and being by me first duly sworn states that all subcontractors and suppliers of labor and materials have been paid all sums due them to date for work performed or material furnished in the performance of the contract between:

Sheriff, Glynn County, Georgia (Sheriff) and \_\_\_\_\_(Contractor),

last signed \_\_\_\_\_ for the **Detention Center Food Services.**

\_\_\_\_\_  
**(Contractor)**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*(Seal)*

Subscribed and sworn to before me the \_\_\_\_\_ day

of \_\_\_\_\_, 2008

My commission expires on the \_\_\_\_\_ day

of \_\_\_\_\_, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

(Notary Seal)

**PART D  
DRUG FREE WORK PLACE CERTIFICATION**

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

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.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

**Date:** \_\_\_\_\_

**PART E  
CERTIFICATE OF INSURANCE**

This is to certify that \_\_\_\_\_  
(Insurance Company)  
of \_\_\_\_\_  
(Insurance Company Address)

has issued policies of insurance, as identified by a policy number to the insured name below, and that such policies are in full force and effect at this time. Furthermore, this is to certify that these policies meet the requirements described in the General Conditions of this project; and it's agreed that none of these policies will be canceled or changed so as to affect this Certificate until thirty (30) days after written notice of such cancellation or change has been delivered to

*Glynn County Sheriff's Office, 1812 Newcastle Street, Brunswick, Georgia 31520.*

It is further agreed that Glynn County Sheriff's Office shall be named as an additional insured on the Contractor's policy

1. Insured:
2. Project Name: **Glynn County Detention Center Food Service**
3. Project Number: **IFB # 082008**
4. Policy Numbers(s): \_\_\_\_\_

DATE: \_\_\_\_\_

ISSUED BY: \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**NOTE: Please attach Certificate of Insurance form to this page.**