



## COBB COUNTY PURCHASING DEPARTMENT

122 Waddell Street  
Marietta, Georgia 30060  
(770) 528-8400 / FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.cobbcounty.org/purchasing](http://www.cobbcounty.org/purchasing)

### IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

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

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

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

**COBB COUNTY PURCHASING DEPARTMENT**  
**122 Waddell Street**  
**MARIETTA, GA 30060**

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

#### PLEASE CHECK bid specifications and advertisement for document requirements.

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

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

- **BID SUBMITTAL FORM**
  - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A**
  - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

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

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

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

Thank you in advance for your cooperation.

## **Advertisement for Request for Proposals**

Cobb County will receive Sealed Proposals before **12:00 noon, November 10, 2016** in the

**Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060**

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

**Sealed Bid # 17 – 6206  
Request for Proposal  
Food and Beverage Services  
Food Service Kitchen/Café and Congregate/Home Delivered Meals  
Cobb County Senior Services**

**Pre-Proposal Meeting: October 24, 2016 @ 10:30 A.M.  
Cobb County Senior Services  
1150 Powder Springs Street, Suite 100  
Marietta, GA 30064**

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

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

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

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

Advertise: October 14, 21, 28, 2016  
November 4, 2016

**BID SUBMITTAL FORM**



SUBMIT BID/PROPOSAL TO:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060

**BID/PROJECT NUMBER: 17-6206**  
**Request for Proposal**  
**Food and Beverage Services**  
**Food Service Kitchen/Café and Congregate/Home Delivered Meals**  
**Cobb County Senior Services**

**DELIVERY DEADLINE: November 10, 2016 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

Bid Opening Date: November 10, 2016 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia, 30060.

**BUSINESS NAME AND ADDRESS INFORMATION:**

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

\_\_\_\_\_  
(PLEASE PRINT/TYPE)      NAME      TITLE

**SIGNATURE OF OFFICER ABOVE:** \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

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

\_\_\_\_\_

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

The enclosed (or attached) bid is in response to Bid Number **17-6206**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

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

## SEALED BID LABEL

### **SEALED BID ENCLOSED**

DELIVER TO:  
Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060

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**SEALED BID # 17-6206 DATE:** November 10, 2016

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:** Request for Proposal  
Food and Beverage Services  
Food Service Kitchen/Café and Congregate/Home  
Delivered Meals

**VENDOR:** \_\_\_\_\_

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
122 WADDELL STREET  
MARIETTA, GA 30060

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

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**"STATEMENT OF NO BID"**  
**SEALED BID NUMBER 17-6206**

**Request for Proposal**  
**Food and Beverage Services**  
**Food Service Kitchen/Café and Congregate/Home Delivered Meals**  
**Cobb County Senior Services**

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, 122 Waddell Street, Marietta, GA. 30060 -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:

\_\_\_\_\_ Representative  
Company

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



*Cobb County...Expect the Best!*

**REQUEST FOR PROPOSAL**

**Sealed Bid # 17-6206  
Food and Beverage Services  
Food Service Kitchen/Café and Congregate/Home Delivered Meals  
Cobb County Senior Services**

**Bid Opening Date: November 10, 2016**

**Pre-Proposal Conference: October 24, 2016 @ 10:30 AM (E.S.T.)  
Cobb County Senior Services  
1150 Powder Springs Street, Suite 100  
Marietta, Georgia 30064**

**Proposals Are Received In the Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060**

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

**Proposal Will Be Opened In the Cobb County Purchasing Department at 2:00 pm  
122 Waddell Street  
Marietta, GA 30060**

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

NAME: \_\_\_\_\_

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

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

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

**Request for Proposals  
Food and Beverage Services  
Food Service Kitchen/Café and Congregate/Home Delivered Meals  
Cobb County Senior Services  
Sealed Bid #17-6206**

**Introduction**

Cobb County Senior Services (“CSS”) is seeking proposals from qualified vendors (“Vendor” or “Proposer”) for the purpose of selecting an experienced restaurateur to provide high-quality and diverse food and beverage services for the Café and Dinner Theater, and an experienced food service provider to prepare Congregate and Home Delivered Meals (HDM) for the senior citizens of Cobb County. The Café and Dinner Theater are located within the Senior Wellness Center located at 1150 Powder Springs Street Marietta, GA 30064. The kitchen operation shall prepare Congregate Meals for three (3) Neighborhood Senior Centers as well as Home Delivered Meals for all eligible senior citizens within the County. This Request for Proposals is an invitation by the County for Vendors to submit a sealed proposal, which may or may not be subject to subsequent discussions and negotiations.

CSS prefers that the Vendor be willing to provide both services, however, Vendors may submit a proposal to provide only one of the services requested. 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.

Proposals shall be sealed, mailed or delivered to the Cobb County Purchasing Department, 122 Waddell Street Marietta, Georgia, 30060 **before 12:00 noon on November 10, 2016**. Late submittals will not be accepted.

Please submit an original and six (6) copies.

**A pre-proposal meeting shall be conducted at Cobb County Senior Services, 1150 Powder Springs Street, Suite 100, Marietta, Georgia 30064 at 10:30 AM on October 24, 2016. Attendance is not mandatory but bidders are highly encouraged to attend.**

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

Cobb County Purchasing Department  
122 Waddell Street  
Marietta, Georgia 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**The deadline for questions to be submitted is 5:00 PM on November 1, 2016.**

## Scope of Work

### *CSS Kitchen and Café*

CSS is requesting proposals from Vendors to operate a Food Service Kitchen and Café business located in the Senior Wellness Center, 1150 Powder Springs Street, Marietta, GA 30064.

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

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

#### Requirements:

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

- G. All meals shall be prepared in the CSS kitchen. CSS staff will have access to the kitchen at all times including the walk-in refrigerator and freezer.
- H. If any portion of the meals is to be prepared off-site, the Vendor must specify the location of all food preparation sites in the proposal and include a full description of the preparation area, the amount of space available and all relevant data showing that the area conforms to all local, State and Federal standards. Vendor shall also include written permission for inspection of the space by CSS *prior* to award of a contract. Vendor must also submit a detailed delivery plan, from the food preparation location to the CSS site, with the proposal.
- I. Vendor shall assume responsibility for the efficient management of the CSS kitchen and Café for the stipulated period, subject to the terms and conditions herein. The County shall have the right to approve food and beverage selections. The Vendor shall also assume the responsibility of the supervision of Vendor's employees, administrative activities, food production and service.
- J. The apparent silence of these and any supplemental specification as to any details, or the omission of a detailed description concerning any point, shall mean that the best commercial practices are to be used and only products, materials and equipment of the highest quality and correct type, size and/or design are to be used. All services shall be of first-rate quality. Interpretations of the specifications in this RFP shall be made based on this paragraph, with CSS' interpretation prevailing.
- K. The quality of food and services, quantity and condition of equipment, and all other phases of operations shall be subject to the review and approval of CSS.
- L. The CSS kitchen is a full service kitchen with all needed equipment. Attachment A includes a list of equipment available for use. CSS will provide a comprehensive preventive maintenance contract on all equipment. It will be the responsibility of the Vendor's staff to maintain all equipment appropriately. Should any problems with equipment arise, the Vendor must notify the CSS Business Manager for further investigation and repair.
- M. CSS will provide adequate space for operations as indicated in this document and thereafter, such space as it may deem necessary. CSS will provide adequate ingress and egress, including a reasonable use of existing corridors, passageways, driveways, and loading areas. CSS will, as it deems advisable, provide heating/ventilation/air conditioning (HVAC), lighting, and utilities (including telephone & internet service). Vendor shall be responsible for providing business equipment such as computers, printers and other peripherals.
- N. Compliance with Health and Other Standards
  1. CSS Kitchen and Vendor sites must meet all applicable Federal, State, and/or local standards for meal preparation sites.
  2. Vendor must obtain all food service license and permits as mandated by Federal, State, and local public health agencies and any other authorities. Vendor must maintain compliance with all applicable health and sanitary regulations and laws. Vendor must secure and pay all Federal, State and local licenses, permits, fees, and taxes required for the operation of the food service provided.
  3. During the contract period, CSS has the right to conduct periodic, unannounced inspections of the Vendor's meal preparation and storage site(s) to ensure proper food preparation and handling procedures; compliance with Federal, State and local laws and standards and adequacy of food storage practices.

4. A copy of the Vendor's current Health Inspection Report must be submitted with the proposal. The successful Vendor will be required to correct any deficiencies cited in the health inspection report prior to contracting with CSS.

5. The Health Inspection Score for the CSS Kitchen and Café shall not fall below a 95 due, in any part, to the fault of the selected Vendor.

- O. Utilities: The County shall provide for all electricity, gas, water, sewer, telephone, cable, satellite and all other communication services and utilities supplied to or consumed on the Property for the proper operation of the Café. The County shall also arrange for all trash removal and waste disposal related to the operation of the café. The selected Vendor must pay the county \$38,000.00 annually to accommodate expenses for the square footage of the Kitchen and Café area.

### ***Dinner Theater and Catering***

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

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

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

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

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

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

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

### ***Congregate and Home Delivered Meals***

CSS administers a nutrition program for persons 60 and over who reside in Cobb County through Congregate and HDM. The primary purpose of the program is to provide low cost, nutritionally balanced meals that meet the Dietary Guidelines for Americans, published by the Secretaries of Health and Human Services and Agriculture. Nutrient content of meals are determined by the application of the Dietary Guidelines for Americans within the Dietary Reference Intakes (DRIs), the Recommended Dietary Allowances (RDAs) and Adequate Intake (AI) levels. The nutrient content of meals must provide a minimum of 1/3 of the RDA/AI. These meals are served in a congregate setting, delivered to the home of the client, or provided in the form of a shelf stable meal for weekend and/or emergency use by participants, or a combination of all meal types. Boxed lunches (or Picnic Meals) for special events are served in addition to therapeutic/modified meals. The nutritional content of the therapeutic/modified meals may vary according to the type of diet prescribed.

Meal services are primarily funded through grants available under the Older Americans Act, the Title III-C Nutrition Service Program, and the United States Department of Agriculture. Contracting for service is contingent upon CSS receiving these funds from the Aging Services Division of the Atlanta Regional Commission (ARC).

CSS is bound by certain rules and regulations adopted by the U.S. Department of Health and Human Services (“HHS”); the Georgia Department of Human Services - Aging Services Division (“DAS”); and ARC in the operation of the senior nutrition program.

## **Proposal Format/Content**

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

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

### **A. General Information:**

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

### **B. Company Background and Qualifications:**

1. Provide a profile of Vendor's organization, including number of years in business and a description of the legal structure and principal officers. The Vendor must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary, if applicable.
2. Provide a copy of any organization profile, sales brochure or other documentation pertaining to the organization.
3. Provide resumes of key personnel and principals of the organization.
4. Provide an explanation of company's experience in working with public entities and any other entities that market facilities for a public venue.
5. Provide examples of Vendor's café and catering menus highlighting the capability to provide diverse menu options. Address Vendor's ability to provide service for different events such as picnic meals, hot lunches, snacks, etc. Include a sample menu for café and catering with proposed pricing for Café patrons and group rentals of the Dinner Theater. Please include pricing for multiple items, including the healthy meal option, to fully demonstrate your pricing structure.
6. Submit a detailed plan outlining Vendor's catering procedures and forms and how customer satisfaction will be achieved.
7. Provide a marketing and advertising plan for the Café.

### **C. Additional Requirements**

1. Include a response to each section and requirement of the RFP not specified in the sections detailed herein (e.g. sample menu, etc.). Incomplete responses may be grounds for elimination from the selection process.

### **D. References**

1. Provide four (4) references from facilities served by the company to include contact name, title, address, current telephone number, and current email address. Include a brief summary of contract with facility to include dates of service and reason for termination (if any).

E. Financial Statement

1. Provide most recent year completed financial statement (income statement and balance sheet).

F. Cost Proposal Form

1. Provide Cost Proposal Form for Congregate and Home Delivered Meals as contained herein. Cost Proposal Form shall not be altered or changed.

**Evaluation Criteria**

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

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

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

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

Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the RFP.

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 – Evaluation of the overall cost of the required services as submitted in the RFP (only applies to Congregate and Home Delivered Meals).

## Meal Specifications

1. Each meal must comply with provisions in the Older Americans Act, Title III, Subpart 3, §339, concerning compliance with Dietary Guidelines for Americans.
2. Vendor must employ a Registered Dietitian for menu planning and nutritional analysis purposes. All menus must be planned under the supervision of a Registered Dietitian. Vendor shall include the name and registration number of the Dietitian in their proposal. The CSS Registered Dietitian (RD) will review and approve all planned menus. The RD will plan special meal menus in coordination with vendor staff as needed.
3. Vendor must adhere to all requirements for meals in accordance with DAS Manual 5300 Section 304 Nutrition Services. Meals shall focus not only on nutrition content, but also color, texture and flavor. The variety of meal pattern is important to meal satisfaction. Nutrition content of the meal must be as outlined in Appendix 304-B “Georgia Nutrition Program Nutrition Targets for Meals”
4. Vendor must plan all congregate, home delivered, therapeutic and special menus on a minimum four-week cycle which can be repeated during the quarter in accordance with the DHR/DAS Nutrition Services Program Guidelines and Requirements. Vendor must agree to meet with CSS, the RD, ARC and the state nutritionist in order to plan menus on a quarterly basis and to revise menus to accommodate client preferences. Menus must change quarterly. Vendors must provide CSS with written nutritional analyses of all menus. Vendor shall maintain adequate local suppliers for food items to minimize the number of food substitutions needed.
5. Vendor shall be charged a penalty equal to 10% of the purchase price per meal for certain contract violations, at the discretion of CSS. These violations shall include, but not be limited to, serving of unapproved menu substitutions; missing menu items; spoiled or expired menu items; and, menu items delivered at unsafe temperatures. In the event of multiple or egregious violations of this contract, CSS shall have the right to terminate the contract.
6. Vendor shall provide a sample four-week menu with accompanying nutritional analyses in their proposal.
7. Vendor must submit menus to CSS at least eight (8) weeks prior to planned implementation to allow adequate time for review and approval by CSS, the RD, ARC, and/or DHR. ***Approved menus may not be modified and food substitutions cannot be made without prior written permission from CSS, the RD, ARC, and/or DHR.***
8. Vendor shall supply two electronic copies of each monthly menu in two (2) different formats. One set of menus shall be formatted using 14 point or larger Arial font for legal size paper (8-1/2 x 14), with each monthly menu fitting on the front and back of said paper. The other set of menus shall be printed in Arial font in adequate font size formatted for a letter size sheet of paper (8-1/2 x 11), with each monthly menu fitting on the front side only of said paper.
9. Food must be selected, stored, and prepared to assure maximum nutritional content. In purchasing, storing and preparing, delivering, and serving the meals, the Vendor must comply with all Federal, State, and local health laws and must follow procedures to preserve nutritional value and food safety. Use of food items beyond the indicated expiration date on the package is not allowed.

10. All rules found in §290-5-14-03 of the Administrative Rules and Regulations of the State of Georgia, "Food Care, Amended", shall apply. These rules shall include, but not be limited to: The temperature of potentially hazardous foods shall be maintained at either 41 degrees Fahrenheit or below or at 140 degrees Fahrenheit or above at all times. Frozen food shall be stored at a temperature of 32 degrees Fahrenheit or below. The holding time for hot foods shall not exceed four (4) hours from the final stage of cooking until the meal is served.

11. All food used in the preparation of meals shall be of high quality. The following minimum standards must be met:

- A. Canned Fruits and Vegetables must be Grade A Fancy or better. Fruits must be packed in natural juice, not light syrup or heavy syrup.
- B. Fresh Fruits and Vegetables must be #1 Quality.
- C. Poultry must be USDA Grade A or better. Turkey must be solid muscle boneless combination of dark and white meat.
- D. Beef must be USDA Choice or better. Beef shall be tender and with minimum fat. Ground Beef shall be no more than 20% fat and contain no more than 4% textured protein, if used.
- E. Pork must be USDA #1 or better. Pork must be tender with a minimum of fat and must be solid muscle.
- F. Eggs and Dairy Products must be USDA Grade A or better.
- G. Ham must be solid muscle boneless.
- H. Fish must be solid muscle.
- I. Salt must be iodized.

12. Foods must be attractive in color and texture, non-greasy, and appealing to senior citizens to encourage maximum individual consumption.

13. One serving of the required vegetable items each day must be non-starchy.

14. Food items chosen for each meal must vary daily, and must vary within the category of food as well as the frequency of serving. The same two side items shall not be served more than once per week.

15. Poultry must be served a minimum of once per week. Poultry can be baked, broiled or oven fried. When chicken is served, ¼ pieces must be used (breast and wing or leg and thigh).

16. The use of casserole-type entrée items must be limited to no more than one (1) time per week.

17. Vendor must strictly adhere to all guidelines in the following sections of the Georgia DHR Division of Aging Services, §304 Nutrition Service Program Guidelines and Requirements in regards to Meal Service Requirements, Food Storage and Safety, Holding time, Nutrient Content, Nutrient Analysis, Menu Cycles, Meal Packing, Compliance with Other Laws and Regulations, Food Production and any other areas as required by the program guidelines (see attached).

18. Vendor must have the capability to provide the following types of diets:

- A. **Regular** – This diet provides at least 1/3 of the DRI/RDA as established by the Food and Nutrition Board of the National Academy of Science Research Council (no added salt).
- B. **NCS (No Concentrated Sweets)** – A Regular diet provided without concentrated sweets or sweetened beverages.
- C. **1500 ADA** – Diet provides 2 ounces of meat, ½ cup vegetable, 2 breads/starches, ½ cup fruit (unsweetened), 1 fat and 1 cup skim milk to equal 62 grams of cholesterol, 30 grams of protein, 15 grams of fat and 530 calories.
- D. **Mechanical soft** – This diet is for clients who need to minimize the amount of chewing necessary to ingest food.
- E. **2 grams sodium** – This diet is for clients who cannot have more than 2000 mg of sodium per day.
- F. **Renal** – This diet is for clients who have chronic renal insufficiency or other renal problems (60 grams of protein, 2 grams sodium, 2 grams potassium, & low phosphorus per day).
- G. **Vegetarian** – This diet will vary depending upon the request.
- H. **Boxed Lunch/Picnic Meals** – Meals are delivered to senior centers in individually packed temperature-retaining containers. These meals must meet the 1/3 DRI/RDA requirements.
- I. **Shelf Stable Meals** – These meals must be available for emergency and weekend use. These meals must meet the 1/3 RDA/AI requirements. These meals shall be provided as single meals and as 5-meal packs. All items contained in the shelf stable meals must have *expiration dates* or *best used by* dates of six months from purchase.

19. Vendor sites must meet all applicable Federal, State, and/or local standards for meal preparation sites and adhere to the following:

- A. Vendor shall obtain all food service licenses and permits as mandated by Federal, State, local public health, and other authorities; maintain compliance with all applicable health, sanitary, and other regulations, and laws; and secure and pay all Federal, State, and local licenses, permits, fees and taxes required for the operation of the food services provided.
- B. During the contract period, CSS and/or ARC and DHR/DAS, shall have the right to conduct periodic, unannounced inspections of the Vendor's meal preparation and storage site(s) to ensure proper food preparation and handling procedures; compliance with Federal, State and local laws and standards; adequacy of food storage practices and compliance with DHR Congregate and Home Delivered Meal Standards.
- C. Vendor must provide written procedures for preparing frozen meals, based on Federal, State, and local standards and post in the kitchen where meals are prepared and processed. All meals, including frozen meals, must be prepared under the guidance and supervision of a Registered Dietitian.
- D. **A copy of the Vendor's current Health Inspection Report must be submitted with their proposal.** The successful Proposer will be required to correct any deficiencies cited in the health inspection report prior to contracting with CSS.
- E. The Health Inspection Score for the CSS Kitchen and Café shall not fall below a 95 due, in any part, to the fault of the selected Vendor.

20. Vendor shall maintain adequate records on (a) meal cost; (b) food production; (c) food purchase; (d) menu substitutions (if any) to include a date and items substituted; and, (e) any other records necessary to document compliance with all standards established by CSS and the Concerned Funding Agencies. These records shall be available for inspection, during the Vendor’s regular working hours, by CSS and the Concerned Funding Agencies without prior notice. These records shall be retained for six (6) years after the expiration of this contract unless litigation, claim or audit is started before the end of the six (6) year period, in which case the records shall be retained for six (6) years until all litigation, claims, or audit findings involving the records have been resolved, whichever occurs last.

**Food Service Information**

1. Kitchen Food Estimates:

The following quantities are estimated as representative of annual meals provided by CSS to its citizens. The County is under no obligation to purchase any quantities listed and no quantities are guaranteed.

<b>Service</b>	<b>Annually</b>
Home Delivered Meals, Hot, ready to be packed for delivery	53,200
Congregate, Hot, ready to be packed for delivery and served on line	23.250
<b>Totals</b>	<b>76,450</b>

Other food estimates:

- A. 1,000 Boxed Lunch/Picnic Meals included in Congregate Meal count.
- B. 3,000 Shelf Stable Meals as requested included in the meal count.
- C. 500 Frozen 5-meal packs as requested included in the meal count

2. Congregate Meals (see previous section for Meal Specifications):

- A. Vendor shall provide birthday cakes for three (3) centers each month and appropriate holiday meals, during each four-week menu cycle. Special care must be taken **not to duplicate menu items** when holiday and special meals are planned.
- B. For one (1) day of each month, a special meal must be prepared to allow seniors to consume a meal of their choice. Details must be arranged with the CSS Dietitian.

3. Home Delivered Meals:

- A. Vendor must prepare pre-approved daily menu for all Home Delivered Meal clients. Meals are prepared for approximately 190 clients, served Monday through Friday. All sides and beverages shall be packed in coolers with gel packs by CSS staff. These meals shall be prepared in the kitchen, pre-plated in 3-compartment trays, and sealed with plastic film cover. Carriers and coolers are delivered to five drop sites by CSS staff for pickup and in-home delivery by volunteers.
- B. Vendor must have meals prepared one (1) day in advance and placed in the cooler or freezer, to be used by CSS staff for open routes without volunteers.

## Experience and Qualifications

### 1. Management Assessment:

- A. Vendor must submit an assessment of its management capacity in providing the meals as specified. This assessment must include:
- 1) The number of years the company has been in business.
  - 2) Previous Experience: Provide a list of all clients, service agreements and/or contracts within the past five (5) years that demonstrate qualifications to perform the work proposed
  - 3) Staffing: Provide information that guarantees adequate staff will be assigned to meet the requirements of the RFP. For each of the proposed individuals to be assigned to this project (management and supervisory personnel), provide a resume indicating, at a minimum, the individual's name, current and proposed duties, and years of relevant experience. In addition, include details on the following: how Vendor will maintain qualified staff (including contractual arrangements), criteria for hiring, maintenance of personnel records, organizational structure, training programs, and written policies and procedures.
  - 4) An organization chart showing on-site supervision and the relationship with corporate office (where applicable).
  - 5) Method to deal with absenteeism of staff at all levels in order to keep CSS facility and services operating at the highest level of customer satisfaction.
  - 6) Size of company: personnel (note full-time and part-time) and total number of meals provided in the last twelve (12) months.
  - 7) The most recent financial statement (income statement and balance sheet) to demonstrate financial capability to fulfill the requirements of the RFP.
  - 8) Describe the company's purchasing procedures with regard to competitive pricing, quality and service.
- B. Vendor's administrative staff must be available by telephone during the office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding CSS recognized holidays. CSS shall be provided a list containing names, titles, addresses, telephone numbers, and email addresses of all pertinent staff prior to the start of contract term.
- C. Describe the administrative facility to be used in connection with this contract.
- D. Provide a comprehensive detailed implementation plan showing how all start-up tasks will be completed (i.e. initial training, etc.).
- E. Vendor must develop and submit a four-week menu plan with prices for breakfast and lunch for Café.
- F. Provide a comprehensive quality control plan that describes methods for monitoring and evaluating the quality of service delivery, customer, and staff satisfaction.

- G. Vendor shall provide a minimum of four (4) references from facilities served by the Proposer to include contact name, title, address, current telephone number and current address.
- H. Vendor shall provide and/or pay for all administrative support including facsimile, photocopy, computer, and other office supplies required to run the food service operation efficiently.

## 2. Billing

- A. Original weekly invoices must be submitted to CSS for review and approval of payment. The billing must list services and costs separately for each Neighborhood Center location and Home Delivered Meals. Copies of meal orders for the month must be included with the billing for verification purposes. **Meal Orders and billing must match.** Requests for advance payment will not be honored.
- B. Because this service is grant-funded, all services and service-related billing must be submitted based on a July 1 – June 30 fiscal year.
- C. Vendor shall waive any and all claims for loss of anticipated profits and other damages arising out of reductions to the projected units of services required by CSS hereunder. In addition, CSS will execute a contract only to the extent of funding appropriations. CSS shall not incur any liability beyond monies duly appropriated and available funds for the purpose and scope of work outlined in this RFP.

## 3. Business Certification

Vendor shall provide proof of certification and authorization to do business within the State of Georgia.

## 4. Civil Rights Compliance

Vendor shall provide proof that it is an Equal Opportunity Employer with an Affirmative Action Plan in place.

## **Contract Term**

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

The contract will be renewable at the option of the County (subject to availability of funds) and upon written agreement by the vendor. However, the total duration of this contract, including the exercise of any options, shall not exceed three (3) years (basic year and two (2) one (1) year options). The submitted proposal shall become part of the contract. All renewals will follow the same terms and conditions, unless restricted from doing so by the amendment of existing policies and procedures, or the issuance of new policies and procedures by DHR/DAS or ARC.

A renewal requires approval of the Cobb County Board of Commissioners and Cobb Senior Services Executive Director and is subject to satisfactory contractor performance. Vendor must notify the Purchasing Director at least ninety (90) days before the expiration of the existing contract of its availability to continue to operate the food service facility. If there are any changes to be made to the current contract, and/or other fundamental operating conditions, these must be stated in writing with the request for renewal. Any price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area and must be approved by Cobb Senior Services.

In determining whether or not to exercise its option to renew or extend the contract, CSS will use satisfactory performance and unit cost as the determining factors. If the unit cost is acceptable, but the Vendor has not demonstrated satisfactory performance, CSS will not exercise its option to renew or extend the contract. The following items will be used by CSS to determine satisfactory performance:

- 1) Compliance with bid specifications
- 2) Timely delivery of food
- 3) Quality of food
- 4) Adherence to the menu
- 5) Adherence to required temperature standards
- 6) Proper portion size and number
- 7) Response time to problems that may arise
- 8) Adherence to Federal, State, and local standards

Upon termination of the contract, Vendor shall yield the Cobb County-owned equipment and space to CSS, in as good a condition as when received except for normal wear and tear and damages caused by reasons clearly beyond the Vendor's control. Cobb County will not be responsible in any way for damage or loss occasioned by fire, theft, accident, or otherwise to the Vendor's stored supplies, materials, or equipment, or employees' personal belongings.

Vendor affirms to provide the highest quality of service and to turn over, to Cobb County, all documents pertaining to the maintenance of the County's café equipment performed during the term of the Vendor's contract, after the completion of the contract period.

## **Subcontractors**

1. Vendor shall include a list of proposed subcontractors, if any, including copies of any subcontracting agreements, which shall be used to provide services to CSS through the Vendor.
2. CSS reserves the right to veto the use of any subcontractor. Failure to veto a subcontractor does not in any way suggest approval by CSS to use the particular subcontractor, unless CSS expresses this approval in writing.
3. Substitution of subcontractors after contract award shall only be done with the expressed written approval of CSS.
4. CSS approval shall provide subcontractor(s) with the required means to access and exit the café facility, assuming proper observance of CSS and Cobb County policies and procedures. Subcontractor(s) shall be governed and monitored by the Vendor.

## **Documents and Reporting**

1. Vendor Accounting and Reporting Systems

Vendor shall describe their complete accounting procedures, to include:

- A. Inventory control methods
  - B. Method of recording, checking and reporting sales
  - C. Internal audit systems
  - D. Copies of all regular accounting forms used with detailed explanations of their importance
  - E. Copies of all regular reports used with detailed explanation of their operation and importance
  - F. Copies of sample reports that will be provided to CSS during term of contract
2. Vendor personnel shall be responsible for handling all cash received in the Café in accordance with established County procedures.
  3. Vendor shall submit invoices for Home Delivered and Congregate Meals each Monday following the week covered by the invoice.
  4. Vendor shall agree to submit any data required by CSS within fifteen (15) calendar days after oral or written request.
  5. Vendor agrees to hold and retain all operating information for a period of six (6) years after the termination of the ensuing contract agreement, and to allow CSS the unrestricted right to audit this information.

6. In addition, upon reasonable notice by CSS to Vendor, Vendor shall provide to CSS, its accountants, its attorneys, and/or agents the right to examine and make copies of the books and records relating to this RFP, provided such examination is conducted during normal business hours and with as little disruption to the business of the Vendor as possible. Vendor shall submit an Auditor's Review, by an independent CPA, to CSS on an annual basis.
7. Vendor shall pay CSS, on or before the 10<sup>th</sup> day of each month, a fee equal to a negotiated sum of the gross receipts earned during the preceding calendar month. "Gross receipts" shall be defined as all sales for cash or credit, less applicable sales tax and added gratuities, if any. Fees are not contingent on profitability of sales. Vendor shall submit a report of gross receipts earned during the preceding month with each corresponding payment.

### **Performance Measures**

1. A maximum of five (5) unsatisfactorily resolved customer complaints within a ninety (90) day period will be allowed; however, the Vendor's goal shall always be zero (0) complaints about food quality, customer service, and sanitation.
2. Vendor shall agree to a goal of zero (0) public health infractions over the life of the contract. Failure to achieve this goal may be grounds for termination of the contract.
3. Vendor must fully correct all public health violations, if any, within the timeframe specified in any public health violation citation.
4. Persistent failure to meet these terms and conditions may be grounds for termination of the contract. Persistent failure shall be defined as a pattern of exceeding the maximum allowable target for two (2) consecutive quarters.

## **Cobb County General Instructions for Proposers, Terms and Conditions**

### **I. Preparation of Proposals**

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

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

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

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

### **II. Delivery**

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

### **III. Explanation to Proposers**

Any explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal, drawings, specifications, etc. must be received in writing by **5:00 PM on November 1, 2016** in order for a reply to reach all proposers before the close of the bid. Any information concerning an RFP will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers.

Submit questions in writing to:  
Cobb County Purchasing Department  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

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

#### **IV. Submission of Proposals**

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

Unsigned proposals will not be considered.

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

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

#### **V. Withdraw Proposal Due To Error**

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

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

#### **VI. F.O.B. Point**

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the

items is not payable until the items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

## **VII. Patent Indemnity**

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

## **VIII. Bid, Payment & Performance Bonds – Not Required**

## **IX. Insurance**

### **A. Requirement:**

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

### **B. Minimum Limits of Insurance:**

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

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

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

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

C. Deductibles and Self-Insured Retention

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

D. Other Insurance Provisions

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

- i. General Liability, Automobile Liability, and Umbrella/Excess Insurance

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

E. Workers' Compensation and Employers Liability Coverage

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

F. Waiver of Subrogation

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

G. All Coverages

- i. **Notice Requirement.**

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

(ii) Acceptability.

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

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

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

I. Subcontractors

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

X. **Award**

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

investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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

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

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

#### **XI. County Furnished Property**

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

#### **XII. Rejection of Proposals**

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

#### **XIII. Contract**

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

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

#### **XIV. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not

delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### **XV. Non-Collusion**

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

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

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

#### **XVI. Conflict of Interest, Etc.**

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

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, 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.

## **XVII. Default**

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

## **XVIII. Disputes**

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

## **XIX. Substitutions**

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

## **XX. Ineligible Proposers**

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

## **XXI. General Information**

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

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

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

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

## **XXII. Uniformity of Proposal**

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

## **XXIII. Request Additional Information**

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

Cobb County Purchasing  
122 Waddell Street  
Marietta, GA 30060  
Fax: (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

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

## **XXIV. Firm Prices**

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

## **XXV. Proposal/Presentation Costs**

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

## **XXVI. Proposal Format**

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

## **XXVII. Indemnification/Hold Harmless**

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") which may arise from or be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section 12.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

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

## **XXIX. Proposal Evaluation**

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

1. Evaluation Responsibility

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

2. Presentations

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

3. Evaluation Criteria

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

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

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

## **XXX. Multi-Year Contract Provisions**

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

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

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

#### **XXXI. Termination for Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

#### **XXXII. 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.

#### **XXXIII. 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.

#### **XXXIV. 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.

#### **XXXV. 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.

**XXXVI. Compliance with Georgia Security and Immigration Compliance Act  
PROCEDURES & REQUIREMENTS**  
*(Effective 09-20-2013 - Supersedes All Previous Versions)*

**BACKGROUND**

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

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

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

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

**DEFINITIONS**

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

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

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

## PROCEDURES & REQUIREMENTS

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

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

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

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

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

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

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

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

***FORM ATTACHMENTS:***

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

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

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

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

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

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

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

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

***Effective 09-20-2013***

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

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

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

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

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

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

*Effective 09-20-2013*

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

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

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

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s 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 09-20-2013*

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

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

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

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

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

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

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

**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  
122 Waddell Street  
Marietta, GA 30060  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Business: \_\_\_\_\_

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

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

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

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

Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

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

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

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

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

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

**\*\*\* Instructions \*\*\***

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

Cobb County Purchasing Division  
Attn.: DBE Report

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

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

**Exhibit C**  
**Cobb County Government Disadvantaged Business Enterprise Participation**  
**Monthly Report**

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

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

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

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

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

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

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

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

Submitted by: \_\_\_\_\_  
Printed Name Signature of Authorized Representative

Title or position: \_\_\_\_\_

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

**Cost Proposal Form  
For Congregate/Home Delivered Meals Only  
Sealed Bid #17-6206**

Prices quoted shall be proposed unit cost per meal.

COST PER MEAL BREAKDOWN	CONGREGATE	HDM	PICNIC	SHELF STABLE	5- PACK FROZEN
Raw Food	\$	\$	\$	\$	\$
Labor	\$	\$	\$	\$	\$
Food Delivery	\$	\$	\$	\$	\$
Disposables	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Utilities	\$	\$	\$	\$	\$
Other/Direct	\$	\$	\$	\$	\$
Administrative	\$	\$	\$	\$	\$
Profit	\$	\$	\$	\$	\$
<b>Total Cost Per Meal</b>	\$	\$	\$	\$	\$

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

# Attachment A

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

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

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

### SECTION 304 - Nutrition Service Program Guidelines and Requirements

<b>304.1 SUMMARY STATEMENT</b>	This section establishes requirements for Area Agencies on Aging and their subcontractors in the administration and provision of a comprehensive program of nutrition services to older adults.
<b>304.2 SCOPE</b>	These requirements apply to all congregate and home delivered nutrition services contracted and provided through or by the Area Agency on Aging, supported by any and all non-Medicaid sources of funding.
<b>304.3 DEFINITIONS</b>	<p><u>Nutrition Assessment</u> An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and care plan with measurable goals.</p> <p><u>Nutrition Counseling</u> The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special nutrition needs, taking into consideration health, cultural, socioeconomic, functional and psychological factors. Nutrition counseling may include: advice to increase, decrease, or eliminate nutrients in the diet, to change the timing, size or composition of meals, to modify food textures, and/or to change the route of administration-from oral to feeding tube to intravenous.</p> <p><u>Nutrition Education</u> The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.</p> <p><u>Nutrition Screening</u> The process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.</p> <p><u>Therapeutic Diet</u> A diet ordered by a physician as part of treatment for a disease or clinical condition, or to eliminate, decrease, or increase specific nutrients in the diet.</p>

<b>304.4 LAWS AND CODES</b>	<p>Each nutrition service program site shall be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety, sanitation, insurance coverage, and wage requirements.</p>
<b>304.5 NUTRITION PROGRAMS</b>	<p>The congregate nutrition program promotes better physical and mental health for older adults through the provision of nutritious meals and opportunities for social contact.</p> <p>The home delivered meal program promotes better health for older adults and eligible members of their households through the provision of nutritious meals; nutrition screening, education and counseling; and opportunities for social contact.</p> <p>Both types of nutrition services shall be part of a system of services that promotes independent living for older adults.</p>
<b>304.6 SERVICE OUTCOMES</b>	<p>At a minimum:</p> <ul style="list-style-type: none"> <li>• To identify persons at nutritional risk and/or with food insecurity and delay the decline in health/nutrition status through nutrition screening, assessment, and referrals;</li> <li>• To reduce identified nutritional risk and food insecurity among program participants through the provision of nutritious meals, education and counseling;</li> <li>• To reduce isolation of program participants through socialization.</li> </ul>
<b>304.7 ELIGIBILITY AND PRIORITY FOR SERVICES</b>	<p>Eligible persons are:</p> <ul style="list-style-type: none"> <li>• Aged 60 and over, or a spouse (regardless of age) of a person aged 60 or over;</li> <li>• Persons with disabilities who are residents of housing facilities occupied primarily by older adults at which congregate nutrition services are provided; or</li> <li>• Volunteers, staff and guests age 60 and above (Approved conditionally upon AAA policies).</li> </ul> <p>AAAs shall give priority to those:</p> <ul style="list-style-type: none"> <li>• In greatest social and economic need,</li> <li>• Show moderate to high nutrition risk status, as indicated by the NSI</li> </ul>

	<ul style="list-style-type: none"> <li>• High functional impairment levels and unmet need, as documented on the DON-R instrument (Home Delivered Meals ONLY)</li> <li>• And as indicated by the Food Security Survey.</li> </ul> <p>Providers may offer a meal to the spouse/caregiver(s) of a homebound eligible person if the provision of the meal supports maintaining the person at home. Providers may also offer meals to the non-elderly or persons with disabilities who reside in the household of an older adult (60 years or older) and are dependent on them for care.</p>
<p><b>304.8 REQUIREMENTS FOR MEALS</b></p>	<p>Each meal shall comply with provisions in the Older Americans Act, Title III, Subpart 3, Section 339, concerning compliance with Dietary Guidelines for Americans.</p> <p>Meals will focus not only on the nutrition content, but also color, texture and flavor.</p> <p>Variety in the meal pattern is important to meal satisfaction. Therefore, there are no requirements that any specific food be served (example: milk), or any requirements that a meal pattern be followed (example: 3oz meat, 2 ½-cup vegetables, dessert, roll).</p> <p>Standardized recipes will be used to analyze and prepare meals. The food that is served will be the same as analyzed, to the fullest extent possible.</p> <p>A caffeine free and sugar free beverage must be offered as part of a complete meal.</p> <p>Providers will develop a plan to offer choice in meals.</p> <p>Providers will be capable of serving a therapeutic diet based on a doctor’s recommendation. See 304.3k for further explanation.</p>
<p><b>304.9 MENU CYCLES</b></p>	<p>Providers shall follow at a minimum a twenty day (four week) menu cycle, which can be repeated during the quarter.</p>
<p><b>304.10 NUTRIENT CONTENT</b></p>	<p>Nutrient content of meals is determined by the application of the Dietary Reference Intakes (DRI) guidelines and the Dietary Guidelines for Americans.</p> <p>To allow for regional preferences, the nutrient content of meals must:</p> <ul style="list-style-type: none"> <li>• Use the targets outlined in Appendix 304-B “Georgia Nutrition Program Nutrient Targets for Meals”.</li> </ul>

	<ul style="list-style-type: none"> <li>The nutrition analysis will show these targets are met over an average of one menu cycle (minimum of twenty days), within +/-10%.</li> </ul>
<b>304.11 NUTRIENT ANALYSIS</b>	<p>The provider shall obtain and maintain documentation of nutrient analysis for each meal per menu cycle. If the AAA allows the use of alternative protein sources, the procurement documents must clearly state how frequently alternative protein may be used on a monthly basis and to what degree.</p>
<b>304.12 MEAL TYPE</b>	<p>Hot, frozen, dehydrated, chilled, and shelf-stable meals shall be prepared and served in accordance with Division of Aging Services requirements. The AAA or provider will be responsible for assessing the ability of the home delivered meal recipient to store and prepare meals. Appendix 304-A contains instructions to determine appropriate meal type.</p> <p>A hot meal is not required for congregate or home delivered programs. However, each individual should be assessed and given the type of meal that is determined to be the most appropriate, or that the individual requests.</p>
<b>304.13 THERAPEUTIC DIETS</b>	<p>Therapeutic diets shall be provided as required by the participant's special needs and medical condition, providing:</p> <ul style="list-style-type: none"> <li>The nutrition service provider obtains a physician prescription for each participant needing a therapeutic meal and maintains documentation of specific guidance on meal modification;</li> <li>The therapeutic diet is planned in accordance with the Georgia Dietetic Association Manual, is approved by a Registered Dietitian, and is submitted on a quarterly basis along with the regular menu.</li> </ul>
<b>304.14 MENU APPROVAL</b>	<p>A qualified dietitian shall certify menus in each cycle as meeting the dietary guidelines and providing recommended dietary allowances. The AAA shall submit copies of certified menus and nutrition analyses to the Division of Aging Services' Chief Nutritionist on a quarterly basis, at least two weeks before implementation.</p> <p>The AAA shall assure that the services of a registered dietitian are available for menu review and certification. This dietitian shall not be employed by the commercial food vendor that provides meals for the planning and service area, if the provider subcontracts meal preparation.</p> <p>The certified menus are subject to the audit process and are to be retained for a minimum of six years, according to state record retention requirements.</p>

<b>304.15 REGISTERED DIETITIANS</b>	<p>The AAA is responsible for assuring compliance with the Older Americans Act, which states that the nutrition program be administered with the advice of dietitians or individuals with comparable expertise. The AAA may employ directly the dietitian(s) or contract for consultation services.</p> <p>Nutrition service providers may also employ or contract the services of a dietitian in fulfillment of this requirement.</p>
<b>304.16 DUTIES OF THE DIETITIAN</b>	<p>Duties of the dietitian include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. <u>Menu Planning</u> The development of (or oversight of the development of) regular four week cycle menus (20 day minimum) which will change quarterly with consideration of input from program participants and staff. The dietitian shall convene quarterly menu planning meetings with senior center managers, individual representatives and on-site kitchen staff or commercial food vendor staff. The dietitian shall assure that the menus conform to DAS' nutrient content requirements.</li> <li>2. <u>Development of Standardized Recipes and Nutritional Analysis</u> The dietitian shall develop, select, and/or approve standardized recipes and provide full nutritional analysis for all proposed menus.</li> <li>3. <u>Nutrition Screening and Intervention</u> The dietitian shall assist the AAA staff in implementation of the NSI-D, including assisting with developing protocols and mechanisms to provide access to Level I Screening (or higher) and assessments, or referrals to appropriate health care providers for individuals identified as being at high nutritional risk. Upon reassessment, if there is no change to the NSI score, the dietitian will have the option, based on the individual's needs, to provide additional education and/or counseling.</li> <li>4. <u>Nutrition Education</u> The dietitian shall develop and/or disseminate approved nutrition education materials to food service personnel (for use with kitchen staff) and to senior center managers (for use with congregate and home delivered meals program participants).</li> <li>5. <u>Nutrition Counseling</u> The dietitian shall provide, oversee and/or develop resources for the provision of individualized nutrition counseling for persons identified as being at high nutrition risk, including developing protocols for targeting individual groups and priorities for using available resources. The counseling may include referral to other services and assistance and follow-up. The dietitian shall coordinate service referrals with case managers, if present.</li> <li>6. <u>Training</u> The dietitian shall develop and/or disseminate quarterly (or more frequently as needed) in-service training to on-site kitchen staff and senior center staff on such topics as: food sanitation and safety, portion control, special nutrition needs of older adults, and health related topics.</li> </ol>

	<p>7. <u>Program Monitoring, Planning, and Evaluation</u> The dietitian shall oversee or assist as needed with the program monitoring and evaluation; the analysis of programmatic data; oversee or assist in the development of bid specifications; and oversee or assist in developing the Area Plan with regard to meal service and nutrition program initiatives. The dietitian will coordinate with Wellness Program staff, Care Coordinators, and other staff in the implementation and promotion of Wellness Program activities.</p> <p>8. <u>Technical Assistance</u> The dietitian shall provide technical assistance in the areas of food service management and nutrition program management to AAA staff, nutrition program personnel and food service personnel. The dietitian will provide technical assistance to food vendors to offer flexibility and choices for program participants.</p> <p>9. <u>Quality Assurance</u> It is the responsibility of the dietitian to assure that:</p> <ul style="list-style-type: none"> <li>• Meals served in the OAA program meet the dietary standards.</li> <li>• The vendor/provider has used standardized recipes.</li> <li>• The menu items used for nutrient analysis and the food products provided to participants are the same.</li> <li>• Program participants have an opportunity to provide input in the development of menus.</li> </ul>
<p><b>304.17 MEAL PACKING</b></p>	<p>1. Providers shall use supplies and carriers that allow for packaging and transporting hot foods separately from cold foods.</p> <p>2. Providers shall use meal carriers of appropriate design, construction, and materials to transport trays or containers of potentially hazardous food, and other hot or cold foods. Carriers shall be enclosed to protect food from contamination, crushing or spillage, and be equipped with insulation and/or supplemental sources of heat and/or cooling as is necessary to maintain safe temperatures.</p> <p>3. Providers shall clean and sanitize meal carriers daily or use carriers with inner liners that can be sanitized.</p> <p>4. Meals packaging, condiments, and utensils must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Be sealed to prevent moisture loss or spillage to the outside of the container while also meeting the current standards for oxygen transfer rates;</li> </ul>

	<ul style="list-style-type: none"> <li>• Be designed with compartments to separate food items for maximum visual appeal and minimize leakage between compartments; and</li> <li>• Be easy for the participant to open or use.</li> </ul> <p>5. Providers must make every effort to provide assistive devices or modified utensils to persons who need them.</p> <p>6. Package labeling must be legible and show:</p> <ul style="list-style-type: none"> <li>• the packaging date,</li> <li>• list of food items,</li> <li>• storage instructions, and</li> <li>• instructions for preparation of safe thawing and reheating, or reconstituting.</li> </ul>
<p><b>304.18 MEAL SERVICE REQUIREMENTS</b></p>	<p>Nutrition service providers shall use procedures that provide for the safety, sanitation, accessibility and convenience of participants, and efficiency of service, and shall include the following:</p> <ol style="list-style-type: none"> <li>1. Using correct portion sizes (and utensils) as specified on approved menus;</li> <li>2. Adherence of staff and volunteers to food sanitation requirements, as prescribed by applicable Federal, State and local rules and regulations. County health departments have the right of amendment to add requirements to State rules and regulations. The higher of the two sets of standards shall apply;</li> <li>3. Taking and recording food temperatures daily to document that safe temperatures are maintained;</li> <li>4. To prevent cross-contamination, kitchenware and food-contact surfaces of equipment shall be washed, rinsed and sanitized after each use and following any interruptions of operations during which contamination may have occurred;</li> <li>5. Food shall be available to participants for at least 30 minutes after serving begins;</li> <li>6. Providers shall make available to people with disabilities food containers and utensils appropriate for their needs;</li> <li>7. After offering additional servings to participants if appropriate, program providers <i>may</i> donate unconsumed food products to other charitable community social service of public service organizations.</li> </ol>

	<p>Providers that make such donations shall obtain a “hold harmless” agreement from the receiving organization, that protects the provider from any liability (see Appendix 304-C “Hold Harmless Guidance”);</p> <p>8. Providers shall not arrange for or provide covered dish meals at nutrition sites or other locations, using any funds which are administered through the contract with the AAA to support the cost of such activities.</p>
<p><b>304.19 ALTERNATIVE MEALS</b></p>	<p>Picnic, special occasion, holiday and weekend meals must meet the nutrient targets outlined in Appendix 304-B; meet temperature requirements for hot and cold foods; and must be prepared in a commercial food service or on-site kitchen.</p> <p>Shelf-stable, dehydrated, chilled, and frozen meals must meet the nutrient targets outlined in Appendix 304-B; and applicable temperature standards.</p> <p>Package labeling must be legible and show:</p> <ul style="list-style-type: none"> <li>• the packaging date,</li> <li>• list of food items,</li> <li>• storage instructions, and</li> <li>• instructions for preparation of safe thawing and reheating, or reconstituting.</li> </ul>
<p><b>304.20 FOOD STORAGE AND SAFETY</b></p>	<p>All rules and regulations governing food service stated by the Georgia Department of Public Health (511-6-1) shall apply for congregate and home delivered meal programs.</p> <p>Refer to references section for web link.</p>
<p><b>304.21 HOLDING TIME</b></p>	<p>Providers shall assure that holding times for hot foods do not exceed four (4) hours from the final stage of food preparation until the meal is served to the participants, including delivery to the homes of home delivered meal participants.</p>
<p><b>304.22 MEAL DELIVERY</b></p>	<p>Providers shall develop and implement procedures for assuring safe meal delivery in accordance with applicable food service and safety rules and DAS requirements for holding times. Meals shall not be left in coolers or other containers outside the house or dwelling as proper temperatures may not be possible in this environment.</p>

<b>304.23 NUTRITION SCREENING</b>	<p>Nutrition screening begins at the AAA with the administration of the Nutrition Screening Initiative DETERMINE (NSI-D) Checklist as part of the intake and screening process.</p> <p>The AAA may allow congregate meal sites with no waiting lists to perform initial applicant intake and screening directly. Congregate meal providers shall complete the checklist thirty (30) days after services begin, and at a minimum, annually thereafter, or at any time a change in the participant's condition or circumstances warrants.</p> <p>The AAA and provider(s) jointly (or case management, if used) shall develop protocols to assure that applicants/recipients whose NSI-D score is 6 or greater receive or are referred for:</p> <ul style="list-style-type: none"> <li>• a comprehensive nutrition assessment, when indicated;</li> <li>• nutrition counseling, if indicated;</li> <li>• their primary health care provider(s) for follow-up; and</li> <li>• any other assistance or services needed</li> </ul>
<b>304.24 NUTRITION ASSESSMENT</b>	<p>Area Agencies and nutrition service providers are to work collaboratively to identify or develop resources for the provision of nutrition assessments for persons at high nutrition risk and/or those with low food security. Registered Dietitians and other qualified professional (example: Dietetic Technician, Registered) may conduct nutrition assessments.</p>
<b>304.25 NUTRITION EDUCATION</b>	<p>Each provider shall develop written nutrition education programming, including a calendar, documentation of subject matter, presenters, and materials to be used, in accordance with requirements below.</p> <p>The RD may develop a single educational curriculum that may be used by multiple sites. The provider may develop curriculum, however the RD will review and approve all nutrition education content and materials. The RD is not required to approve nutrition education from reliable sources (USDA, Universities, etc.)</p> <p>Providers shall assure that nutrition education content and materials are developed to be consistent with the nutritional needs, literacy levels, and vision and hearing capabilities, as well as the multi-cultural composition of participating older adults. Providers shall make available print materials that are sufficiently large (14 point or larger), use clear and common typefaces (such as Arial, Verdana, Georgia, or Times New Roman), and in language that is appropriate for the educational levels and cultural backgrounds of the participants.</p>

<p><b>CONGREGATE</b></p> <p><b>HOME DELIVERED</b></p>	<p>Each nutrition service provider shall maintain written documentation of programs presented to verify that the requirements are met.</p> <p>Sessions shall be provided at least once monthly consisting of a session of not less than 15 minutes in length.</p> <p>Education materials will be included with the meal delivery at least once per month.</p>
<p><b>304.26</b> <b>NUTRITION</b> <b>COUNSELING</b></p>	<p>The AAA or provider (or case management, if used) shall develop protocols to determine those participants with special nutrition needs who would benefit from individual counseling and assure that such counseling is made available by qualified professionals.</p> <p>Individual counseling may not be indicated, regardless of the level of nutritional risk if the person would not benefit from the counseling due to:</p> <ul style="list-style-type: none"> <li>• cognitive impairments or otherwise could not participate in the development of a nutrition care plan, or</li> <li>• the documented opinion of a social service or health care professional that the person would not comply with a nutrition care plan.</li> </ul>
<p><b>304.27</b> <b>SERVICE</b> <b>ACTIVITIES</b></p>	<p>In addition to identifying, assessing and referring individuals to a nutrition program, the following service activities are meant to enhance the core services and allow individuals to remain independent in the community.</p> <ol style="list-style-type: none"> <li>1. The provision of meals, wellness activities, and nutrition education in a group setting at a nutrition site, senior center, or multipurpose senior center, and ongoing outreach to the community;</li> <li>2. Access by participants to nutrition screening and assessment, nutrition education, and counseling on an individual basis, when appropriate;</li> <li>3. Access to the congregate site through transportation services;</li> <li>4. Shopping assistance, and increasing access to healthy foods;</li> <li>5. Evidence-based wellness programs, and;</li> <li>6. Appropriate referrals to other services/resources.</li> </ol>

<p><b>304.28</b> <b>SCHEDULE OF SERVICE</b></p>	<p>The service provider shall provide home delivered meals as proscribed by contract and in accordance with the frequency requirements in the Older Americans Act Section 336 (42 U.S.C. §3030f). Individual meal service and frequency shall be based on the determined needs of each individual.</p>
<p><b>304.29</b> <b>TEMPORARY HOME DELIVERED MEALS FOR REGISTERED CONGREGATE MEAL PARTICIPANTS</b></p>	<p>Temporary home delivered meal service may be provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA. An additional provider assessment for home delivered eligibility is not required for this service. Funding for these temporary home delivered meals should be charged to the congregate meal program. When providing this service, only the meal cost and cost of delivery are to be included. An eligible homebound congregate meal participant may receive up to twenty (20) consecutive home delivered meals.</p> <p>Receipt of more than 20 consecutive home delivered meals shall require:</p> <ul style="list-style-type: none"> <li>• an assessment of the individual’s need for continued home delivered meal service and</li> <li>• their corresponding placement on the waiting list (if needed) and/or</li> <li>• referral to gateway for additional resources (if appropriate).</li> </ul>
<p><b>304.30</b> <b>WEATHER-RELATED EMERGENCIES, FIRES, AND OTHER DISASTERS</b></p>	<p>The provider agency shall make facilities, equipment, and services available to the fullest extent possible in emergencies and disasters, according to the AAA regional emergency/disaster plan.</p> <p>The provider agency shall develop and implement written procedures to provide for the availability of food to participants in anticipation of and during emergencies and disasters, including contingency planning for delivery vehicle breakdowns, inclement weather, shortages in deliveries, food contamination, spoilage, etc.</p> <p>Minimum implementation guidelines include:</p> <ol style="list-style-type: none"> <li>1. Creating a functional matrix that plots out key emergency functions and responsible parties.</li> <li>2. Spelling out actions in the matrix that apply to events and hazards most likely to occur in the service area (natural and human-made events like weather emergencies, chemical spills, major power outages, disease outbreaks, etc).</li> <li>3. Specifying conditions for adapting the plan as needed to meet unforeseen circumstances.</li> <li>4. Planning for federal disaster takeover.</li> </ol>

	<p>The guidelines and sample plan from Meals On Wheels Association of America can be used.</p> <p><a href="http://www.mowaa.org/Document.Doc?id=38">http://www.mowaa.org/Document.Doc?id=38</a></p>
<b>304.31 FACILITY ACCESS AND SAFETY</b>	<p>All nutrition sites shall comply with the Americans with Disabilities Act requirements, and with any other relevant DAS standards or program requirements relating to access and safety. Facility requirements for senior centers which house congregate meal programs are found in DAS Manual 5300 Section 200, Chapter 206.</p>
<b>304.32 MENU MONITORING</b>	<p>Each nutrition service provider shall retain on file each menu with meals as served, for monitoring purposes. If providing services at multiple sites, each site must have a copy of the menus with meals as served.</p>
<b>304.33 NUTRITION OUTREACH</b>	<p>Providers shall conduct outreach activities with emphasis on identifying potential program participants who are among those in greatest social and economic need. Providers shall refer potential participants to the Area Agency for intake and screening, when appropriate, according to the procedures developed by the AAA. Outreach strategies and contacts will be documented.</p>
<b>304.34 CONDITIONS FOR REFERRAL TO OTHER SERVICES</b>	<p>When appropriate, service providers shall work with the AAA (or case management, if available) to refer participants to other service resources that may be able to assist with remaining independent and safe in the home, and/or to assist caregivers with maintaining their own health and well-being.</p>
<b>304.35 ADMINISTRATIVE RESPONSIBILITIES OF NUTRITION SERVICE PROVIDERS</b>	<p>All providers shall comply with all provisions for nutrition services contained in the Older Americans Act, as amended.</p>
<b>304.36 COMPLIANCE WITH OTHER LAWS AND REGULATIONS</b>	<p>Each provider agency shall use procedures that comply with all applicable state and local fire, health, sanitation, and safety laws and regulations. All food preparation, handling and serving activities shall comply with applicable requirements as found at 290-5-14 of the Administrative Rules and Regulations of the State of Georgia (website in References).</p>

<b>304.37 FOOD BORNE ILLNESS COMPLAINTS</b>	<p>The provider shall report to local health authorities within 24 hours of receiving complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food supplied through the nutrition service program. Providers shall report any complaints regarding food borne illness to the contracting AAA within two business days of receipt.</p>
<b>304.38 MANAGEMENT AND OVERSIGHT OF THE NUTRITION PROGRAM</b>	<p>The provider shall identify an individual who is responsible for the overall management of nutrition services and compliance with performance standards, requirements, and procedures. This person, and any other employee(s) responsible to food service management, shall be ServSafe certified, as required by the state.</p> <p><a href="http://www.servesafe.com">www.servesafe.com</a></p>
<b>304.39 STAFF ORIENTATION AND TRAINING</b>	<p>The service provider shall assure that orientation and ongoing training for administrative and direct service staff and volunteers shall be adequate for provide safe, appropriate, and efficient services to older adults, and compliance with all applicable requirements and procedures. Providers shall document and maintain records of all content and dates of orientation and training for monitoring purposes. Providers may offer additional topics.</p>
<b>304.40 HEALTH INSPECTIONS</b>	<p>It is the responsibility of the nutrition service provider to obtain required health inspections and certificates from the appropriate local health authorities, and post the annual certificates in each facility. Any facility that handles food in any capacity (cooking, warming, plating, etc) must have a current health inspection.</p>
<b>304.41 RECORD KEEPING AND REPORTING</b>	<p>Providers shall comply with all record keeping and reporting and retention requirements as prescribed by DAS in MAN5600, Section 3012. Documentation requirements specific to food service include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Daily records documenting persons who receive meals;</li> <li>• Meal counts or reports, including meals eligible for the Nutrition Service Incentive Program (NSIP);</li> <li>• Perpetual and physical inventory records for all foods, if meals are prepared on site;</li> <li>• Food cost records;</li> <li>• Documentation of daily temperature checks for congregate meals and bi-weekly checks for home delivered meals;</li> </ul>

	<ul style="list-style-type: none"> <li>• Documentation of daily meal reports;</li> <li>• Documentation of participant feedback, and the method used to obtain feedback on a routine basis.</li> </ul>
<p><b>304.42 CONTRIBUTIONS</b></p>	<p>Providers shall allow participants the opportunity to make voluntary contributions in support of the program, in a manner that protects their confidentiality.</p> <p>Refer to Manual5600, Sections 2025, 2026, 2027, and 2028 for full guidance.</p>
<p><b>304.43 NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)</b></p>	<p>The cash allotment made available by the United States Department of Agriculture (USDA) shall be used in accordance with the Older Americans Act and USDA policies and procedures. Meals provided through NSIP must meet all requirements of the former USDA cash reimbursement program and must be served to eligible participants. Meals eligible for NSIP funding are those that:</p> <ol style="list-style-type: none"> <li>1. Meet at least 1/3 of the DRI/RDA for each meal served, unless the meal has been modified for medical reasons, as prescribed by a physician;</li> <li>2. Are served to eligible individuals (refer to eligibility requirements earlier in the document); and</li> <li>3. Are served by a nutrition service provider that is under the jurisdiction, control, management, and audit authority of the State Unit on Aging, or the AAA.</li> </ol>
<p><b>304.44 PROVIDER QUALITY ASSURANCE AND PROGRAM EVALUATION</b></p>	<p>Each nutrition program provider shall develop and implement an annual plan to evaluate and improve the effectiveness of operations and services to ensure continuous improvement in service delivery.</p> <p>The evaluation process shall include:</p> <ul style="list-style-type: none"> <li>• A review of the existing program;</li> <li>• Satisfaction survey results from participants, staff, and volunteers;</li> <li>• Program modifications made that responded to changing needs or interests of participants, staff or volunteers; and</li> <li>• Proposed program and administrative improvements</li> </ul>

	<p>Each provider shall prepare and submit to the AAA annually (no later than September 30<sup>th</sup>) a written report that summarizes the evaluation findings, improvement goals, and implementation plan for each site.</p> <p>Providers that also operate senior centers shall incorporate the evaluation of the nutrition program into the annual senior center program evaluation.</p>
<p><b>304.45 MONITORING BY SERVICE PROVIDER</b></p>	<p>Each provider will monitor and document daily that temperatures of hot or cold food received from vendors are within acceptable ranges upon delivery to the site. Providers will monitor no less than twice per month and document the temperature of the last meal delivered on a given delivery route to assure that holding times, safe temperatures, and quality of meals are maintained. Providers shall select routes randomly for monitoring. Providers will maintain this documentation in accordance with DAS policy, MAN 5600, Section 3015.</p>
<p><b>304.46 INDIVIDUAL'S RIGHTS AND RESPONSIBILITIES AND COMPLAINT RESOLUTION</b></p>	<p>Nutrition service providers, including AAAs, if applicable, shall assure that participants, or their caregivers/representatives, receive written notice of their rights and responsibilities upon admission to the program, according to Manual5300, Chapter 202, General Service Requirements. For ongoing participants, the information may be provided at the next re-assessment.</p>
<p><b>304.47 AAA RESPONSIBILITIES FOR THE NUTRITION SERVICES PROGRAM</b></p>	<p>The AAA shall develop and implement any necessary additional policies and procedures for the following:</p> <ul style="list-style-type: none"> <li>• Compliance with the Older Americans Act, with regard to the older adult nutrition program</li> <li>• Program evaluation activities, including conducting periodic evaluations of assessment, reassessment and nutrition risk information for congregate and home delivered meals participants to assure that those persons in greatest need are being served and that desired outcomes are achieved</li> <li>• Verification that all providers comply with NSIP funding rules; only eligible meals are funded through NSIP; and that cash will be used to purchase only meals prepared from food grown or commodities produced in the United States.</li> <li>• The election to allow providers to provide meals to volunteers, guests, and staff</li> </ul>

<p><b>304.48 COMPLIANCE REQUIREMENTS</b></p>	<p>AAAs are responsible for:</p> <ol style="list-style-type: none"> <li>1. Assuring that all meals served meet requirements (see Requirements for Meals earlier in the document);</li> <li>2. Establishing procedures for consistent AAA management of waiting lists and communications with nutrition providers regarding referrals to and openings in the program;</li> <li>3. Assuring that service provider staff has made appropriate arrangements for providing meals in emergency situations or disasters, with emphasis on plans for providing services during periods of inclement weather, particularly to people residing in geographically remote areas.</li> </ol>
<p><b>304.49 STAFFING FOR NUTRITION PROGRAM CONTRACT MANAGEMENT DUTIES</b></p>	<p>The AAA shall designate one or more staff to manage the nutrition service contracts or obtain the services of consultants to coordinate with staff for the management of nutrition service contracts. The minimum qualifications for staff or consultants shall be:</p> <ul style="list-style-type: none"> <li>• Satisfactory completion of a DAS-approved course in food safety, food protection, or equivalent (ServSafe); or</li> <li>• Licensure through the state of Georgia as a registered dietitian.</li> </ul> <p>Refer to Manual5600, Section 3014: AAA Contract Management Requirements</p>
<p><b>304.50 COMPLIANCE MONITORING</b></p>	<p>The AAA shall monitor each nutrition service provider and individual provider site at least once annually within the first six months of the contract year, placing additional emphasis on monitoring more often those sites that continue to demonstrate substantial non-compliance for the previous year, or new provider(s)/site(s).</p> <p>Monitoring forms provided from DAS are the preferred tool. If an AAA uses its own forms, all information on the DAS forms must be included.</p> <p>Refer to Manual5600, Section 3015: AAA Monitoring and Evaluation of Service Providers</p>

<b>304.51 NEGOTIATION OF CONTRACTS</b>	<p>Using the Uniform Cost Methodology and principles or performance-based contracting to procure congregate and home delivered meal services, AAAs shall assure that potential subcontractors establish a base meal cost. AAAs shall base reimbursement rates on actual cash costs, excluding estimates of volunteer time, and the value of contributed goods and services. The base meal cost shall be the basis for negotiation between the AAA and any respondents to requests for proposals.</p> <p>Area Agencies may waive the use of the Uniform Cost Methodology by food vendors if the vendor provides a meal unit cost with similar food cost categories.</p> <p>Costs of services other than the base meal rate must be accounted for in other service categories.</p> <p>The AAA has the authority to renegotiate reimbursement rates during the contract period, based on documentation from the provider that identifies additional costs and the rationale for including any additional costs as necessary and reasonable to the provision of meals.</p> <p>Refer to Manual5600, Section 3014: AAA Contract Management Requirements</p>
<b>304.52 PROGRAM PLANNING AND EVALUATION</b>	<p>On an annual basis, the AAA shall analyze individual and cost data, in addition to compliance monitoring results, to identify necessary program improvements. The AAA shall involve the provider(s) in the evaluation process and provide written feedback regarding required corrective actions or program improvement initiatives.</p>
<b>304.53 AAA QUALITY ASSURANCE AND PROGRAM EVALUATION</b>	<p>Area Agencies shall assure that each nutrition program provider develops and implements an annual plan to evaluate and improve the effectiveness of operations and services to ensure continuous improvement in service delivery.</p> <p>The evaluation process shall include:</p> <ul style="list-style-type: none"> <li>• A review of the existing program (including retention rates);</li> <li>• Satisfaction survey results from participants, staff, and volunteers;</li> <li>• Program modifications made that responded to changing needs or interests of participants, staff or volunteers; and</li> <li>• Proposed program and administrative improvements.</li> </ul> <p>Each provider shall prepare and submit to the AAA annually (no later than September 30<sup>th</sup>) a written report that summarizes the evaluation findings, improvement goals, and implementation plan for each site.</p>

	<p>Providers that also operate senior centers shall incorporate the evaluation of the nutrition program into the annual senior center program evaluation.</p>
<p><b>304.54 FISCAL MANAGEMENT</b></p>	<p>Contractors providing nutrition services shall practice sound and effective fiscal management and planning, financial and administrative record keeping and reporting. Contractors will use the Uniform Cost Methodology to analyze, evaluate and manage the costs of the program on an annual basis.</p> <p>Refer to MAN 5600, Appendix G</p>
<p><b>REFERENCES</b></p>	<p><a href="http://www.nal.usda.gov/fnic/foodborne/wais.shtml">http://www.nal.usda.gov/fnic/foodborne/wais.shtml</a> , maintained by the USDA Food and Nutrition Service for information and resources on food safety.</p> <p>Websites which may assist in the development of nutrition education materials include <a href="http://www.livewellagewell.info/">http://www.livewellagewell.info/</a>, <a href="http://www.uri.edu/ce/ceec/food/consumer.html">http://www.uri.edu/ce/ceec/food/consumer.html</a> <a href="http://extension.uga.edu/food/">http://extension.uga.edu/food/</a></p> <p>Georgia Department of Public Health Rules and Regulations Governing Food Service <a href="http://dph.georgia.gov/sites/dph.georgia.gov/files/related_files/site_page/EnvHealthFinalFoodRules.pdf">http://dph.georgia.gov/sites/dph.georgia.gov/files/related_files/site_page/EnvHealthFinalFoodRules.pdf</a></p> <p>ServSafe <a href="http://www.servsafe.com">http://www.servsafe.com</a></p> <p>MOWAA Disaster Planning Sample and Guide <a href="http://www.mowaa.org/Document.Doc?id=38">http://www.mowaa.org/Document.Doc?id=38</a></p> <p>Dietary Guidelines for Americans 2015-2020 <a href="http://health.gov/dietaryguidelines/2015/guidelines/appendices/">http://health.gov/dietaryguidelines/2015/guidelines/appendices/</a></p>

## **Appendix 304-A**

### **Evaluation of Individuals for Appropriate Meal Type**

When considering providing a meal to homebound individuals, as either a routine method of meeting part of their nutritional needs or in planning for continuity of services in emergencies, Area Agencies and/or provider staff are responsible for assessing the appropriateness of meal types for each person who will need them. These types include hot, frozen, chilled, or shelf stable meals.

Such meal types may not be appropriate if:

- The individual's home lacks proper appliances for food storage and preparation, and adequate space for proper storage of multiple meals, if a supply for an extended period of time is planned.
- The individual has physical or cognitive impairments that limit his/her ability to prepare or safely reheat the meals, and/or eat without assistance.

The Determination of Need-Revised (DON-R) assessment at the time of intake provides information about the person's functional abilities, specifically in the area of eating and meal preparation. It also provides indicators of possible cognitive impairment which may affect the person's functional capacity.

The assessor will use this information, as well as additional information on the physical conditions of the home, to determine the appropriateness of the alternate meal type. The assessor will make a home visit to visually inspect the cooking facilities and availability and condition of equipment and utensils.

The assessor will document the evaluation findings in the individual's file, using the following form, or otherwise capturing the required data. Staff responsible for periodic individual reassessment will re-verify and document the individual's status and continuing appropriateness for alternate meals, if such meals are part of the ongoing care plan.

**Individual/Home Evaluation for Alternate Meal Types**

Individual Name: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Client ID: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Evaluation Completed By \_\_\_\_\_

**Eating:**

Is the individual able to feed himself/herself? Assess the individual's ability to feed him/herself using routine or adapted table utensils and without frequent spills. Address the individual's ability to chew, swallow, cut food into manageable size pieces, and to chew and swallow hot and cold foods/beverages.

Score 0 – The individual can eat, with or without an assistive device.

1 -- The individual can eat, with or without an assistive device, but requires some verbal or physical assistance in some or all components of the activity.

2 -- The individual cannot eat, even with an assistive device, and/or requires a great deal of verbal and/or physical assistance.

3 -- The individual cannot perform any of the tasks of eating.

Availability of assistance with eating. If the individual scores at least (1) in impairment level, determine whether someone is available to assist and/or motivate the individual in eating.

**Need for assistance with eating**

Score 0 -- The individual's need for assistance is met to the extent that there is no risk to health or safety if current level of assistance is maintained or no other assistance is added.

1-- The individual's need for assistance is met most of the time, or there is minimal risk to the individual's health or safety if additional assistance is not acquired

2-- The individual's need for assistance is not met most of the time; or there is moderate risk to the individual's health/safety if additional assistance is not acquired;

3-- The individual's need for assistance is seldom or never met; or there is severe risk to the health and safety of the individual.

Who, if anyone, is available to provide assistance? \_\_\_\_\_

How often will assistance be provided? \_\_\_\_\_

**Preparing Meals**

Is the individual able to prepare a meal, including re-heating frozen or chilled meals? Assess the ability to open containers, to use kitchen appliances, and to clean up after the meal, including washing, drying and storing any utensils used in preparing or eating the meal.

Score 0 – The individual can prepare a meal, with or without an assistive device.

1 -- The individual can prepare a meal, with or without an assistive device, but requires some verbal or physical assistance in some or all components of the activity.

- 2 -- The individual can prepare a meal, even with an assistive device, and/or requires a great deal of verbal or physical assistance.
- 3 -- The individual cannot perform any of the tasks of preparing a meal.

Be specific about impairments \_\_\_\_\_

Need for assistance with meal preparation

If the individual scores at least (1) in this area, evaluate the appropriateness of the meal type being proposed.

- Score 0 -- The individual's need for assistance is met to the extent that there is no risk to health or safety if current level of assistance is maintained or no other assistance is added.
- 1-- The individual's need for assistance is met most of the time, or there is minimal risk to the individual's health or safety if additional assistance is not acquired
- 2-- The individual's need for assistance is not met most of the time; or there is moderate risk to the individual's health/safety if additional assistance is not acquired;
- 3-- The individual's need for assistance is seldom or never met; or there is severe risk to the health and safety of the individual.

Who, if anyone, is available to provide assistance? \_\_\_\_\_ How often? \_\_\_\_\_

Equipment for Meal Preparation and Storage and Utensils

The individual has in proper working condition:	<u>Yes</u>	<u>No</u>	<u>Not Needed for Meal Type</u>
Refrigerator	_____	_____	_____
Freezer or freezer compartment	_____	_____	_____
Oven	_____	_____	_____
Microwave	_____	_____	_____
Toaster Oven	_____	_____	_____

The individual has an adequate supply of:

Appropriate utensils for serving and eating	_____	_____	_____
Towels/Hot pads or mitts for handling hot food items	_____	_____	_____

The individual has an adequate amount of refrigerator/freezer space to store multiple meals if needed. \_\_\_\_\_

**Type of meal recommended:** Hot \_\_\_\_\_ Shelf stable \_\_\_\_\_ Frozen \_\_\_\_\_ Chilled \_\_\_\_\_

**Appendix 304-B**

**Georgia Nutrition Program Nutrient Targets for Meals**

**Nutrient Targets:** Targets may be met as a monthly average, +/-10%

**Table 304-F-1**

<b>Nutrient</b>	<b>Target Value</b>
*Calories	600
*Protein	17 grams
*Fat	Up to 35% of total calories:
*Saturated Fat	Up to 10% of total calories
*Calcium	400 milligrams
*Sodium	766 milligrams
*Potassium	1566 milligrams
*Magnesium	123 milligrams
*Zinc	3.2 micrograms
*Vitamin A	300 micrograms
*Vitamin B <sub>6</sub>	0.57 micrograms
*Vitamin B <sub>12</sub>	0.8 micrograms
*Vitamin D	5 micrograms
*Vitamin E	5 milligrams
*Folate	133 micrograms
*Fiber	≥ 8 grams
*Vitamin C	≥ 27 milligrams

\*Targets based on 2015-2020 Dietary Guidelines for Americans averaged for Females 51+ and Males 51+

**Appendix 304-C**  
**Hold Harmless Guidance**

## **Hold Harmless**

You may have a hold harmless provision in a contract presented to you. You may also choose to include a hold harmless provision in a contract you present to others.

Definition of a hold harmless agreement: A contractual agreement whereby one party assumes the liability inherent in a situation, thereby relieving the other party of responsibility.

Purpose of a hold harmless agreement: To save another party from all legal consequences or from the outlay of any money for defense costs, damages, etc.

**Ultimately, a hold harmless agreement transfers the risk from one party to another.**

You should include a hold harmless provision in most contracts dealing with contractors or vendors.

Hold Harmless Sample: You should consult your attorney for specific language to meet your specific needs. Additionally, you should refer to your general liability policy for any specific requirements.

“To the fullest extent permitted by law, the (contractor/vendor) agrees to defend (including attorney’s fees), pay on behalf of, indemnify, and hold harmless the (entity), its elected and appointed officials, employees and volunteers and others working on behalf of the (entity) against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the (entity), its elected and appointed officials, employees, volunteers or others working on behalf of the (entity), by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.”

-Sample taken from page 16, Risk Transfer Manual, published by C.M. Althoff Co. 1999.

### Mutual Hold Harmless Sample

Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.