

# FULTON COUNTY GOVERNMENT



**REQUEST FOR PROPOSAL 15RFP96985C-DR**

**FOR**

**FIT PICK MICRO MARKET, VENDING MACHINE & CATERED  
EVENTS**

**PUBLIC WORKS/GENERAL SERVICES DEPARTMENT**

RFP DUE DATE AND TIME: MAY 6, 2015 @ 11:00 A.M.

RFP ISSUANCE DATE: APRIL 2, 2015

PRE-PROPOSAL CONFERENCE DATE: APRIL 29, 2015 @ 10:00 A.M.

PURCHASING CONTACT: Donald R. Riley, CPPB, Assistant Purchasing Agent

E-MAIL: [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov)

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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- Exhibit 4: Listing of Building and vending locations (Attached PDF)
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- Exhibit 6: Fit Pick (Attached PDF)
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**SECTION 1  
INTRODUCTION**

**1.1 PURPOSE**

Fulton County, Georgia (“County”) is soliciting Proposals from qualified Proposers to provide fit pick ® micro market, vending machine services, and special events catering.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers that will furnish all labor, material, supplies, services, and equipment to operate vending machines to be located in various County-owned or leased facilities within Fulton County, Ga. in strict compliance with all the terms, conditions, specifications, and provisions of this solicitation. Fit Pick ® Micro Market will be located at the Fulton County Government Center 141 Pryor Street, Atlanta, Georgia 30303.

**A. COUNTYWIDE VENDING OPERATIONS**

The key objective for this project is to provide quality vending services; exceptional customer service and satisfaction to a varied clientele which consists of employees and the general public countywide. The successful contractor shall offer a variety of selections, which includes, but is not limited to FDA Nutrition Wellness and Fit Pick ® designations.

**B. DETAILED SUSTAINABLE MICRO MARKET FOOD SERVICE REQUIREMENTS**

The successful contractor must operate and maintain the retail food service facility in the name of the successful contractor for profit.

Provide prompt, efficient, and courteous services and avoid undue interference. Micro Markets are a hybrid of convenient merchandising food service, vending, and coffee service, etc. This market will be in an approximately 1,800 square foot area.

A micro market is serviced on a pre-set schedule by a route driver. The route driver arrives at Fulton County Government location(s), checks the equipment to be sure it is working correctly, cleans the equipment on a set schedule, check products to be sure they are still “in date” and will be until the next service date, pulls any products that will be “out of date” and then stocks the product shelves and refrigerated and/or freezer units with new product. Through the use of on-line software, the route driver brings only what products are actually needed. The “out of date” products are returned to the warehouse for accountability and proper

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disposal at the end of day. Fulton County Government is mandating that healthier food options be available to their employees. A micro market allows a number of products/items that shall be sold within the floor space. In addition, customer must be able to read all the nutrition information on the label of a food product before purchasing the products/items.

### **C. SPECIAL EVENT CATERING**

The proposer should price out, on a cost plus basis, menu selection for banquet service, continental breakfast, lunch and dinner. Successful contractor shall publish catering menu with pricing for catered items, including surcharges clearly identified.

Contractor should include in your response to include special events for Fulton County and non Fulton County events to accommodate evening, weekends and Fulton County holidays.

**1.2 METHOD OF SOURCE SELECTION:** This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

### **1.3 BACKGROUND**

The contractor shall propose a business plan to operate Vending Machine Service countywide; Fit Pick ® Micro Market for the Government Center; and Special Event Catering in accordance with all the terms and conditions specified in this RFP.

Types of products may include, but are not limited to: Hot beverages; soups; carbonated soft drinks (CSD); Calories Count™ Beverage Vending Program; fruit/juice drinks; bottled water; sandwich products; snacks, nuts to include but not limited to candy, chips, crackers, pastry, health/low calorie, gum/mints, popcorn, and ice cream/frozen desserts, toothpaste, health & beauty products, and reverse vending. No tobacco or alcoholic products may be offered or sold at any time. Industry standards for dispensing temperatures must be met. The bidder must offer equal access to all national brands of product at all locations to County employees and customers/visitors. Fulton County will not permit any exclusive agreements in regards to products at any location under this contract.

Vendor will be required to provide reverse vending options, specifically for the Government Center and the Judicial Complex (2).

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[http://www.reversevending.co.uk/Reverse\\_Vending\\_Machines.html](http://www.reversevending.co.uk/Reverse_Vending_Machines.html) .

Reverse vending machines, (RVM's) are automated machines that utilize advanced technology to identify, sort, collect and process used beverage containers.

#### **1.4 OBTAINING THE RFP**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

#### **1.5 SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

#### **1.6 PRE-PROPOSAL CONFERENCE**

The County will hold a Pre-Proposal Conference, on **April 29, 2015 at 10:00 A.M. EST.**, in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP; however, Proposers are highly encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Donald R. Riley, Assistant Purchasing Agent at email: [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov).

#### **1.7 PROPOSAL DUE DATE**

All proposals are due in the Department of Purchasing in Fulton County located in the Public Safety Building, 130 Peachtree St, S.W., Suite 1168, Atlanta Georgia 30303 on or before **Wednesday, May 6, 2015 at 11:00 A.M.**, legal prevailing time. All submitted proposals shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing. Any proposals received after this appointed schedule will be considered late and will

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be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## **1.8 DELIVERY REQUIREMENTS**

It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing.

## **1.9 CONTACT PERSON AND INQUIRIES**

Any questions or suggestions regarding this RFP shall be submitted in writing to the Purchasing Department contact person, Donald R. Riley, CPPB, Assistant Purchasing Agent 130 Peachtree Street S. W. Suite 1168, Atlanta, Georgia 30303 and email: [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov). Any response made by the County shall be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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## SECTION 2 INSTRUCTIONS TO PROPOSERS

### 2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

### 2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

**Addendum** – Revision to the RFP documents issued by the County prior to the receipt of proposals.

**Agreement** – refers to the executed contract between the County and Contracting Entity.

**Cost Adjustments** - Prices are to remain firm for the initial year of the contract. Prices and commission fee offered and accepted by the County may be subject to adjustment for extension terms only. Such adjustments shall be by mutual agreement between the County and the Contractor and may include additional considerations will enter into the same requirements for performance trial, unless the County has prior satisfactory experience with the next lowest bidder.

**County** – Fulton County Government and its authorized representatives.

**Contact Person** – Purchasing staff designated by the Fulton County Department of Purchasing to submit any questions and suggestions to.

**Offeror** – the entity of individual submitting a proposal in response to this RFP.

**Owner** – Fulton County Government

**Proposal** – the document submitted by the offeror in response to this RFP.

**Proposer** – the entity or individual submitting a proposal in response to his RFP.

**Request for Proposal (RFP)** – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

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**Responsible Offeror** – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

**Responsive Offeror** – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

**Scope of Work** – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

**Subcontractor/sub-consultant** – An individual, firm, corporation or any combination; thereof, is having a direct contract with Consultant/Contractor for the performance of a part of the work.

### **2.3 NO CONTACT DURING PROCUREMENT PROCESS**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person,

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firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

## **2.4 CLARIFICATION & ADDENDA**

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County’s consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, May 1, 2015 at 2:00 P.M. EST**, local prevailing time. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County’s failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing (letter, fax or email) to:

**Fulton County Department of Purchasing**  
**Attn: Donald R. Riley, CPPB, Assistant Purchasing Agent**  
**Public Safety Building**  
**130 Peachtree Street S.W. Suite 1168**  
**Atlanta GA 30303**  
**Email: [Donald.Riley@fultoncountyga.gov](mailto:Donald.Riley@fultoncountyga.gov)**  
**F: (404) 893-1786**  
**RE: 15RFP96985C-DR, FITPICK MICRO MARKET, VENDING SERVICES & SPECIAL EVENTS CATERING**

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website [www.fultoncountyga.gov](http://www.fultoncountyga.gov).

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

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During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, [www.fultoncountyga.gov](http://www.fultoncountyga.gov). These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

## **2.5 TERM OF CONTRACT**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

### **a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2015, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31<sup>st</sup> day of December, 2015. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

### **b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by

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the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1<sup>st</sup> day of January, 2016 and shall end no later than the 31<sup>st</sup> day of December, 2016. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January, 2017 and shall end no later than the 31<sup>st</sup> day of December, 2017. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**2.6 RFP SUBMITTALS**

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

**2.7 PROPOSAL EVALUATION**

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site

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visits. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.

## **2.8 DISQUALIFICATION OF PROPOSERS**

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

## **2.9 RESERVED RIGHTS**

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest proposer and the County reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated by reference herein.

## **2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS**

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

At the time of award, a copy of the successful Proposer's Certificate of Insurance must be provided through the County's online insurance compliance system.

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The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance (“COI”) directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

## **2.12 ACCURACY OF RFP AND RELATED DOCUMENTS**

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.13 RESPONSIBILITY OF PROPOSER**

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County’s **“No Contact During Procurement”** policy and shall only contact the person designated by the RFP.

## **2.14 CONFIDENTIAL INFORMATION**

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County’s decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

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Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## **2.15 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever.
- Fulton County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several vendors.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer.
- The County reserves the right to reject all Proposals and components thereof to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.
- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the

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requirements of this RFP.

- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

## **2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS**

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including

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engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

## **2.17 TERMINATION OF NEGOTIATIONS**

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

## **2.18 WAGE CLAUSE**

Pursuant to 102-413, each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

## **2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION**

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Respondent's qualifications. If requested by the Fulton County Department of Purchasing, Respondent's maybe required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

## **2.20 REPORTING RESPONSIBILITIES**

The successful Proposer shall report directly to the director, or designated representative.

## **2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Request for Proposal is subject to the Georgia Security & Immigration

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Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means 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 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> .

The Director of the Purchasing Department is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Proposal Forms for declarations and affidavits.

## **2.22 AUTHORIZATION TO TRANSACT BUSINESS**

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

## **2.23 RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the

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contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of the Purchasing Department does not comply.

## **2.24 FIRST SOURCE JOBS POLICY**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing valued in excess of \$200,000. The Prime Contract is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County. Forms are provided in Section 6 of this RFP.

## **2.25 NON-COLLUSION**

By submitting a signed proposal, Offeror certifies that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work. See Section 5, Proposal Forms for declarations and affidavits.

## **2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT**

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly

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marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception. See Section 5, Proposal Forms for declarations and affidavits.

## **2.27 GENERAL REQUIREMENTS**

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting

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the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.

6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

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**SECTION 3  
PROPOSAL REQUIREMENTS**

**3.1 SUBMISSION REQUIREMENTS**

**3.1.1 Proposal Submission Date and Submittal Format**

All Proposals, including all attachments, must be received by the County in a sealed package no later than **May 6, 2015 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #15RFP96985C-DR  
Fulton County Department of Purchasing  
Public Safety Building  
130 Peachtree Street S.W. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

**THE TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 15RFP96985C-DR  
Project # and Title  
[Technical or Cost Proposal]  
Proposer's Name and Address**

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### **3.1.2 Number of Copies**

Proposers shall submit the following:

Technical Proposal, one (1) original hard copy and three (3) hard copies and six (6) copies on CD media in PDF format.

Contract Compliance Exhibits, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Financial Information, one (1) original with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Cost Proposal, one (1) original and five (5) copies in a separate sealed envelope.

All Proposals must be complete with all requested information.

## **3.2 OVERVIEW OF PROPOSAL REQUIREMENTS**

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

## **3.3 SCOPE OF WORK**

Provide a detailed description of the work to be performed.

Identify all the tasks to be performed to reach the stated objective(s). This should include a detailed description of what is to be accomplished.

### **3.3.1 General Requirements**

#### **a. Offeror's Responsibilities**

Offeror shall furnish all labor, materials, food, drink, equipment, insurance and health permits to perform all work as described and required for the provision of vending services countywide utilizing drink compatible

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vending machines. Copies of health permits and insurance certificates shall be submitted to the County prior to the start of any work. Successful proposer shall provide sustainable vending options with reverse vending and energy efficient refrigeration and cooling initiatives. Successful proposer shall utilize best practices established within various industry standards. (e.g. Energy Star 2007 / 2009; Forest Stewardship Recommended Checklist 2008; LeanPath 2009 Waste Reduction Investments; Food Waste Tracking Systems; EPA Waste Reduction Model (WARM); Water Efficiency Water Sense; Guide to Minimize Microbial Food Safety Hazards for Fresh Fruits and Vegetables; HOBART Center for Food Service Sustainability; IFMA Restaurant and Food Service Community of Practice, et al). All vending operations should be compliant with current American with Disability Act legislation.

Successful contractor shall provide consumer education to communicate the benefits of sustainable and healthy eating practices and how to successfully participate in recycling and composting programs. Brochures, video display screens, table tents and poster placed within the eating and vending areas can be used for consumer education. Define recycling requirements to address completely emptying aluminum, plastic and glass containers, or that food-contaminated materials are not recyclable. Low Cost; Medium; Higher Cost of Entry (i.e. ENERGY STAR 2007 / 2009) Energy Efficiency; Waste Reduction; Consumer Education.

Fulton County has the exclusive review and approval authority over the quality of products and services, prices charged per the commodity provided, the quantity and condition of Offeror's equipment, and all other phases of vending operations, micro market and special event catering.

Offeror shall supply a sufficient number of employees to render quick and efficient service and maintenance for all vending services.

Minimum Quality Requirements:

- Detailed: Plan for concept layout and design of Micro Market
- Detailed: Plans for a sustainable Micro Market
- Detailed: Plans for refresh technology
- Detailed: Temperature control freshness
- Detailed: Countywide Vending Machine Requirements
- Detailed: Catering Services

Bidder should provide brief narrative data on the following:

1. Name the brands and types of equipment to be provided.

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2. Explanation of refund policy.
  3. List the brand and name of products to be offered.
  4. Describe the bill changer and change capacity?
  5. List any electrical needs above 110 volt, 20-30 amps standard.
  6. Money collection and reporting methodology, e.g., machine beg/end counter numbers.

How soon after receipt of order can you schedule delivery and installation? Days.

Standards provided within the National Automatic Merchandising Association; United States Department of Food & Drug Administration Nutrition Guidelines; United States Department of Agriculture Retail Food Regulations; State of Georgia and Fulton County Health & Wellness, etc. The Food and Drug Administration (FDA) published their final rule on Calorie Labeling Articles of Food in Vending Machines on December 1, 2014, with a fully implementation date of January 1, 2016.

General Obligations & Requirement Offeror shall:

- Operate and maintain the countywide vending machine service facility in the name of the Offeror for profit.
- Provide catering services countywide on an as needed basis.
- Provide prompt, efficient, and courteous services and avoid undue interference with other County operations in which the facility is located.
- Maintain sanitation and cleanliness of all equipment and appliance hardware and serving areas.
- Maintain seating for 50 chairs, table accommodations and decorations.
- Obtain all 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.
- Employ sufficient and suitable employees to meet or exceed the highest quality standard of food and customer care.
- Conduct a full criminal background check on all employees, including Offeror and any central office staff that may have occasion to visit the facility; maintain a copy in employee's personnel file with Offeror and submit a copy of the results to the Contract Administrator and Fulton County Police to obtain FC identification.

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- Secure and maintain insurance, preserve records, submit reports, and sustain contract performance as specified in this RFP.
  - Exercise reasonable care and precaution in the use of all Fulton County Government-owned equipment and facilities when moving and maintaining vending equipment.
  - Upon termination of the contract, yield the Fulton County Government-owned equipment in good condition as when received, except normal wear and tear and damages caused by reason clearly beyond the Offeror's control. Fulton County will not be responsible, in any way, for damage(s) or loss(es) occasioned by fire, theft, accident, or otherwise to the Offeror's stored supplies, materials, or equipment, nor the employee's personal belongings. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the Director of the Department and/or his/her designee from the Department of Public Works/General Services.
  - Provide monthly financial (profit and loss) statements and operating reports to the Contract Administrator for this RFP in the Public Works/General Services Department according to the defined standards and approach set forth in this RFP.

Should any of the above be damaged due to Offeror's negligence, his/her employees or sub-contractors (e.g. water lines, outlets, etc.), Offeror shall be responsible for all expenses to repair, and subsequently remodel, in the event of a fire, etc.

To merchandise all the products available in a micro market you will typically find:

- Shelving, be it wall or free standing for popular snacks, candies, gum, mints, low-calorie, low-fat healthy alternative snacks and sundry items.
- Single or double door glass front reach-in refrigerators and freezers for premium beverages, sparkling drinks and juice varieties.
- Single door glass front reach-in refrigerator or open air cooler for fresh crisp salads and fruit; deli sandwiches, subs, soups and other meal options; breakfast sandwiches, pastries and cereals.
- Single door glass front reach-in freezer for ice cream and other

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frozen treats.

- Equipment specifications for handling time/temperature control for safety food.
- All glass front reach-in refrigerators and freezers equipped with a health safety switch shall be Listed by the National Automatic Merchandising Association or other third party certifiers.

## County Responsibilities

### 3.3.1 Hours of Operations

Offeror shall operate vending services between the hours of 8:30 AM – 5:00 PM. , Monday – Fridays, with the exception of County-recognized holidays, at which time Fulton County operations will be closed.

Any modifications to these hours must be made, in writing, to the Contract Administrator for this RFP, two (2) weeks prior to the modification detailing the purpose and rationale for the modification. The Contract Administrator will respond, in writing, as to approval or denial of Offeror's request. Offeror will be required to post any approved modifications to the hours of operations one (1) week prior to implementation. Fulton County Government also reserves the right to make changes in product(s) and equipment when deemed sales are not met.

The County reserves the right to make modifications to this schedule due to inclement weather. Offeror will be notified as soon as the County's decision has been made in order for Offeror to notify their employees.

Fulton County will maintain and repair building structure in areas assigned for the operator's use, including routine periodic painting and enhancements. Fulton County will maintain gas, water, steam, sewer, fire systems, electrical lines, ventilation, lighting fixtures, floors, wall, ceilings and pest control services. The successful vendor, vendor employees or vendor subcontractors shall bear all expense(s) of any repairs due to negligence and intentional damages witnessed and reported by Fulton County staff during the course of providing and/or operating vending, micro market or special event services.

Fulton County will provide and permit the successful contractor to add additional equipment as proposed, with maintenance, repairs and replacement provided solely by the responsible Offeror. The contractor shall address the final disposition of contractor provided equipment in their

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proposal.

Fulton County reserves the right to inspect the food service facility at any time and to provide the successful contractor with a comprehensive review and deficiency report if any, for the following:

The County requires that the contractor provide the highest quality standards and services to maintain superior Health Department ratings, quality of food products and operating standards as consistent with National Sanitation Foundation, National Institute of Food Service Industry, National Restaurant Association, or other applicable measurements to maintain a grade of "A". Operator shall operate the facilities implementing key service goals of excellence in customer service; cleanliness, hospitality; accuracy; preventative maintenance; product quality; and speed of service. The following minimum food specifications for all operations are established and shall be maintained in accordance with the following:

Beef and Veal, USDA Choice  
Pork & Lamb, USDA #1  
Poultry, USDA Grade "A"  
Eggs and Dairy Products, USDA Grade "A"  
Frozen Foods, USDA Grade "A" Fancy  
Fresh Produce, USDA #1 Quality  
Canned Goods, USDA Grade "A" Fancy

Sustainable food products include the following characteristics but are not limited to organic produce, local, seasonal, fair trade, cage free, hormone free, third-party certifications and food miles traveled.

The contractor will have a consistent and continual operation of services to include, but not limited to , supplying the County with vending, dining and catering service options during the hours approved by the Public Works/General Services Department.

Beverage Labeling;  
Food Labeling;  
Service quality, attentiveness, courtesy and similar factors;  
Food quality, presentation, merchandising;  
Sanitary practices and conditions;  
Personnel appearance;  
Training program techniques, schedules and records;  
Safety / Security Surveillance conditions.

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Operational Procedures:

Restrooms available in the location.  
Mop sinks for cleaning: always available in the location.  
General cleaning.  
Handling of all food products in the Micro Market by Route Driver.

Disposal of expired food:  
Daily Disposal of all solid waste in the designated areas (i.e. Govt Ctr Loading Dock Dumpster, etc.)  
Recycling all materials in designated locations (i.e. Recycling Bins)  
Temperature control of potentially hazardous foods.  
Controlled Refrigeration food at 41° F and frozen at 0° F; Self Locking; Self Monitoring; Automatic Shut Off device to prevent loss of ambient temperatures. Loss prevention for container and or package expiration date or day.  
Staff training - cleaning of the market and handling of all food products.  
Health permits/food handling cards for employees if required by the regulatory agency which requires the discarding of applicable products.  
Sickness/hand washing, etc. policies for employees.

Newstand Media / Television/ Overhead LCD Menu Board  
Micro Wave ovens- 10  
Convection Ovens- 2  
Rotary toaster oven- 1  
Ice machine (cup dispenser type) -1  
Soft drink fountain unit -1  
Panini Press- 2  
Fresh pastry/bagel rack/cabinet -2  
Bagel slicer- 1  
Popcorn machine- 1  
Check out kiosks- 3  
Tables and chairs for seating of- 50  
Integrated Coffee station with multiple offerings of fresh brewed, single serve, tea, chocolates, flavored and Cappuccino, including high end premium offerings.  
Greeting card rack- 1  
Health and beauty aid rack - 1  
Condiment rack- 1  
Utensil rack -1  
Coordinated color scheme for hardware build out for all racks, cabinets, tables chairs booths and decor to be approved by FC  
Approved accent lighting

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## Public Health Safeguards

**Food Safety** - Since micro markets sell „time/temperature control for safety“ food reach-in refrigerators maintain an ambient temperature of 41°F and reach-in freezers maintain an ambient temperature of 0°F. All refrigeration equipment has self-closing doors to help maintain the correct temperatures. In addition all refrigeration equipment is equipped with automatic shut-off controls that prevent the equipment from selling food by locking the door when there is a power failure, mechanical failure or other condition that results in an ambient temperature greater than 41°F or 0° for longer than 30 minutes. Only an authorized service technician or the route driver has the ability to reset the equipment after it is has been determined what caused the temperature failure.

**Food Security** - Micro markets are designed to be located in a closed location serving a known set of employees. Micro market operates with an employee present. To prevent theft and tampering of food products micro markets are equipped with 24/7 surveillance cameras. The time and date products were purchased can be traced back and matched to the person who made the purchase.

**General Sanitation** - To perform routine cleaning of the micro market, the route driver has access to potable water and a sanitation kit consisting of a cleaning pail, disposable towels, detergent and sanitizer in spray bottles and window cleaner.

### Payment Options:

Offeror shall have the ability to accept the following methods of payment:

Cash (All forms of currency shall be accepted; excluding pennies)

Debit Cards

Credit Cards (All major cards shall be authorized for transactions)

(Preferred not mandatory Tap Technology for purchase)

Secure credit/ debit card chip indicia for added security to prevent fraudulent recurring activity. A unique one-time code is generated behind-the-scenes that is needed for the transaction to be approved - a feature that would not be replicated by counterfeit cards. Digital currency hardware interface from networks to enable unattended cryptocurrency transactions, which includes software that manages payments and triggers vends which is coded, allowing patrons to use a smartphone to scan a quick response code on the machine to activate a vend, then transfers the cryptocurrency payment from the consumer's wallet to the machine's

There shall be no minimum purchase for the payment by debit and/or credit cards.

### 3.3.2 Pricing and Price Changes

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All pricing and portion sizes shall be submitted with Offeror's response and shall be binding on the awarded Offeror. Offeror agrees to hold submitted food pricing for the first twelve (12) months, if awarded a contract under this proposal. Any increases in price must be submitted, in writing, one hundred twenty (120) days to the Contract Administrator and Purchasing Agent for this RFP for review and consideration before the contract expiration date.

Prices are to remain firm for the initial year of the contract. Prices and commission fee offered and accepted by the County may be subject to adjustment for extension terms only. Such adjustments shall be by mutual agreement between the County and the Contractor and may include additional considerations will enter into the same requirements for performance trial, unless the County has prior satisfactory experience with the next lowest bidder.

### 3.3.3 Advertising and Display

The successful Offeror may advertise all goods and services offered to Fulton County through appropriate electronic means and via posted flyers within County-owned facilities, including use of the County's internet e-mail system. No signage may be erected of any kind on the exterior or displayed on adjacent sidewalk areas.

Easy to read products with prices listed, shall be displayed on the product servicing equipment area for the patrons as practical.

All pricing shall always be posted on product.

The use of advertised specials may be used to induce patrons to purchase and use the market. Specials shall be tasteful, true and achievable with adequate quantities. Any misleading, or bait and switch advertising may be cause for contract termination after the reporting and verification of three (3) incidents in any given twelve (12) month period.

Fulton County Government reverses the right(s) to add or change equipment and/or products when deemed necessary to meet the needs of its employees.

### 3.3.4 Equipment and Utensils

- Offeror shall supply any additional equipment for the safe and effective operations and management of the services.
- Offeror shall submit with their proposal a list of any additional equipment and all utensils that they will provide labeled in an attachment "Contractor-Supplied Equipment and/or Utensils". The

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following includes, but is not limited to, a list of “Contractor-Supplied Equipment and/or Utensils”:

- Offeror shall provide a comprehensive inventory list of all contractor-supplied equipment and utensils upon contract start-up, and every six (6) months thereafter for the duration of the contract, with a final inventory list supplied on the final day of the contract and/or performance, in the event of early termination. The inventory list shall indicate the following:
  - Description of the equipment and/or utensil, including brand name
  - Manufacturer
  - Identification number (SKU, serial, etc...)
  - Any additional information Offeror deemed necessary to identify his/her equipment.
- List locations where services and/or products will be provided and/or performed? Throughout Fulton County Government
- Identify any customers and end users impacted. Identify the specific individuals, groups or processes whose work will be most affected during and after the project's execution.

#### Countywide Facilities Owned and Leased

- List the key technical and functional requirements/tasks for the project. Highlight those requirements/tasks that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

#### Pricing

Sales / Commissions

Refunds

Maintenance

- All tasks should have measureable outcomes/ results.
  - Anticipated Commission Itemized for 2 ½ year period
  - Anticipated Losses Itemized for 2 ½ year period
  - Anticipated Work Orders for 2 ½ year period (Basis Average Monthly Service Requests)
- List any publications, manuals, and regulations that the contractor must abide by.

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USDA FitPick® Standards  
National Automatic Merchandising Association Industry Standards  
Calories Count™ Beverage Vending Program

1. *Qualifications (3.6)*

- Describe the skills, experience, qualification and resources that are mandatory to perform this work.

3 Years of Vending Equipment Experience

Demonstrate the ability to provide 150 but not limited to 250 pieces of equipment.

- What (if any) special certification, educational degrees, licenses, years of experience or permits are required to do this work?

3 Years of Vending Equipment Experience

- What skills or resources would be helpful in the performance of this work (desired or mandatory)?

The ability to track inventory

Available Inventory

Customer Service

Maintenance / Services Requested

- Among the desired skill or resource requirements you have listed, which are the top priorities?

Available Inventory

The ability to provide a minimum of 150 vending units

Customer Service

Maintenance / Services Requested

### **3.4 PROJECT DELIVERABLES**

List any milestones, major project deliverables or project submittals with specific due dates or time frames.

Identify what the quality expectations (outputs/outcomes or performance standards) are for this project.

Design and layout of the micro market

October 2015 Calories Count™ Beverage Vending Program

January 1, 2016 All Vending merchandise must have Nutrition Labeling

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Fit Pick® Healthy Vending Micro Market Guidelines  
USDA Guidelines for Health & Nutrition  
Product menu for special catered events

Bidder should provide brief narrative data on the following:

1. Name the brands and types of equipment to be provided.
  2. Explanation of refund policy.
  3. List the brand and name of products to be offered.
  4. Describe the bill changer and change capacity.
  5. List any electrical needs above 110 volt, 20-30 amps standard.
  6. Money collection and reporting methodology, e.g., machine beg/end counter numbers.
- How soon after receipt of order can you schedule delivery and installation? Days.

### **3.5 PROJECT SCHEDULE**

1. List any and all milestones or submittal due dates for any reports.

See 2. Project Deliverables (3.4), above

2. What is the estimated project duration?

2 ½ Years, (30 months from the issuance of Notice to Proceed)

### **3.6 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

The Technical Proposal shall be arranged and include content as described below:

#### ***Section 1 - Executive Summary***

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc).

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3. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
  4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

### ***Section 2 – Project Plan or Project Approach***

Describe what information the Proposer's should submit in order to demonstrate:

1. Their understanding of the tasks identified in the scope of work.
2. Their plan or approach to accomplish the tasks identified in the scope of work.
3. Their methodology including best practices and benchmarks to be used.
4. Their general and specific capabilities and experience that will enable the Proposer to provide the services required by the County.

### ***Section 3 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years of work experience in fit pick ® micro market, vending services and special events catering.
3. The Project Manager must have a minimum of five (5) years of experience in managing fit pick ® micro market all of which is within the past five (5) years.
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:
  - Name and Title
  - Professional Background
  - Current and Past Relevant Work Experience
  - Include three (3) references for each key personnel member on similar projects.

### ***Section 4 - Availability of Key Personnel***

- (1) Percentage of time key personnel will spend on this project

- 
- (2) Current workload of key personnel

### **Section 5 - Local Preference**

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.

In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
- Copy of a lease or rental agreement, or;
- Proof of ownership interest in a location within the geographical boundaries of Fulton County.

2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).

3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

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The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

### ***Section 6 – Service Disabled Veterans Preference***

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

### ***Section 7 – Cost***

The respondent with the lowest total cost will receive the full 13 points. For respondents with the second, third, fourth, etc., their total costs will be divided into the lowest cost and multiplied by 13, the total points allowed for cost.

The County has established the following formula to evaluate cost proposals for Request for Proposals (RFP):

#### **Lowest cost submitted**

***Each successive cost proposal score***      ***X***      ***Points allocated for cost in RFP = Cost***

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

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### **Section 8 – Past Performance**

Identify three (3) projects where the Proposer has performed projects similar in size and scope with entities comparable to Fulton County within the past three (3) years. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

### **Section 9 – Proposer Financial Information**

It is the policy of the County to conduct a review of a firm's financial responsibility in order to determine the firm's capability to successfully perform the work.

If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- a. Provide your firm's most recent balance sheets.
- b. Provide your firm's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

### **Section 10 – Disclosure Form and Questionnaire**

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry

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is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form D.

### **3.7 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

#### ***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

#### ***Section 2 - Completed Cost Proposal Forms***

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Based on project type and scope, describe how cost will be evaluated, i.e., hourly rates, lump sum, etc. Cost is 10 points maximum.

Average Percentage of Commission Pricing % Submitted for all products. Note: Excluding catered pricing. All added equipment locations will be commission locations with the exception of designated non-commission locations.

**Vending pricing required for all products**  
**Market pricing required for all products**  
**Menu prices required for all catering services**

**Product Examples ONLY (Vendors do not have to use products from this supplier)**

<http://www.advancepierre.com/Products/>

Steak and Egg Quesadilla  
Smart Picks Cherry Salsa Cheeseburger  
Pizza a la Cordon Bleu  
Teriyaki Chicken Dipper Pita Snack  
Philly Cheesesteak Sandwich  
Simply Grilled Chicken Dippers  
Sandwich with Roasted Pineapple Slaw  
Gourmet Coffee / Cappuccino  
Sorbe/Frozen Smoothie  
Fresh crisp salads and fruit  
Deli sandwiches, subs, soups and meal options

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Premium beverages, sparkling drinks and juice varieties  
Popular snacks, candies, gum and mints  
Low-calorie, low/mild-fat healthy alternatives  
Breakfast sandwiches, pastries and cereals  
Ice cream and other frozen treats  
Some over the counter medicine and sundry items

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## SECTION 4 EVALUATION CRITERIA

### 4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
Project Plan/Approach to Work	20%
Qualifications of Key Personnel	10%
Relevant Project Experience	15%
Financial Responsibility	5%
Availability of Key Personnel	15%
Performance on previous contracts	10%
Cost Proposal	13%
Service Disabled Veterans Preference	2%
Local Preference	10%
<b>TOTAL POINTS</b>	<b>100%</b>

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## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Certification Regarding Debarment

Form B: Non-Collusion Affidavit of Bidder/Offeror

Form C: Certificate of Acceptance of Request for Proposal Requirements

Form D: Disclosure Form and Questionnaire

Form E: Georgia Security and Immigration Contractor Affidavit/Agreement

Form F: Georgia Security and Immigration Subcontractor Affidavit

Form G: Professional License

Form H: Local Preference Affidavit of Bidder/Offeror

Form I: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

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## 5.2 PROPOSAL FORMS DESCRIPTION

### **Certification Regarding Debarment**

Proposer shall complete and submit **Form A**, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### **Non-Collusion Affidavit of Bidder/Offeror**

Proposer shall complete and submit **Form B**, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### **Certificate of Acceptance of Request for Proposal Requirements**

Proposer shall complete and submit **Form C**, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### **Disclosure Form and Questionnaire**

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form D**, which requests disclosure of business and litigation.

### **Georgia Security and Immigration Contractor Affidavit and Agreement**

Proposer shall complete and submit **Form E**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

### **Georgia Security and Immigration Subcontractor Affidavit**

Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit **Form F**, Subcontractor Affidavit.

### **Professional License**

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form G** and attach a copy of their license for the work they will perform on this project.

### **Local Preference Affidavit of Bidder/Offeror**

Proposer shall complete and submit **Form H**, which certifies that the Proposer is eligible to receive local preference points.

### **Service Disabled Veteran Preference Affidavit of Bidder/Offeror**

Proposer shall complete and submit **Form I**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

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**FORM A:                    CERTIFICATION REGARDING DEBARMENT**

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

***INSTRUCTIONS FOR CERTIFICATION***

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) *Causes for Suspension.* The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to

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obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM B:           NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

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

Signature: \_\_\_\_\_

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

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

**(Affix Corporate Seal)**

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**Form D:      OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

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**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:            YES                            NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:            YES                            NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:            YES                            NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES                            NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES                            NO

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4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES                            NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES                            NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty or of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT**

**Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM E: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

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STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

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<sup>3</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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EEV/Basic Pilot Program\* User Identification Number

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BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

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Title of Authorized Officer or Agent of Subcontractor

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Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

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**FORM G: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_\_ Sub-Contractor \_\_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

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

**(ATTACH COPY OF LICENSE)**

---

**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM H:            LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror \_\_\_\_\_ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_ (Affix corporate seal here, if a corporation)  
(BUSINESS NAME)

\_\_\_\_\_  
(FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_  
(OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_  
(NAME OF AFFIANT)

\_\_\_\_\_  
(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



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**SECTION 6**  
**CONTRACT COMPLIANCE REQUIREMENTS**

**6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING**

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

**Implementation of Equal Employment Opportunity (EEO) Policy**

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

**Monitoring of EEO Policy**

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

**6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)**

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will allow for participation of racial, gender or ethnic groups.

- 
2. Efforts that will be made by the proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

### **6.3 DETERMINATION OF GOOD FAITH EFFORTS**

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

### **6.4 REQUIRED FORMS AND EBO PLAN**

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report

- 
- Exhibit C – Schedule of Intended Subcontractor Utilization
  - Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
  - Exhibit E – Declaration Regarding Subcontractors Practices
  - Exhibit F – Joint Venture Disclosure Affidavit
  - Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
  - Exhibit H – First Source Jobs Program Information, Form 1

The following document must be completed as instructed if awarded the project:

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

---

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We ( \_\_\_\_\_ ),  
Name

\_\_\_\_\_ Title Firm Name  
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

**SIGNATURE:** \_\_\_\_\_

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

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

## NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

The following demographic employment information must be submitted with this quote.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS and MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
<b>TOTAL</b>														

FIRMS'S NAME

ADDRESS

TELEPHONE

EMAIL ADDRESS

Submitted by:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

If the proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the proposal**. All prime proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Proposer:** \_\_\_\_\_

**RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- 1. My firm, as Prime Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of proposal amount that your firm will carry out directly):

\_\_\_\_\_  
\_\_\_\_\_

- 2. If the Prime Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

- 3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

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

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

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

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
\_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, please attach copy of recent certification.**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Firm or Corporate Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT D**

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: \_\_\_\_\_  
**(Name of Prime Contractor Firm)**

From: \_\_\_\_\_  
**(Name of Subcontractor Firm)**

RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
**(Prime Bidder)**

\_\_\_\_\_  
**(Subcontractor)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

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

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

**RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

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

\_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

## EXHIBIT – G PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

<b>REPORTING PERIOD</b>		<b>PROJECT NAME:</b>	
<b>FROM:</b>		<b>PROJECT NUMBER:</b>	
<b>TO:</b>		<b>PROJECT LOCATION:</b>	

PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
<b>Name:</b>					
<b>Address:</b>					
<b>Telephone #:</b>					

**AMOUNT INVOICED THIS MONTH: \$** \_\_\_\_\_  
**TOTAL AMOUNT PAID TO SUBCONTRACTORS THIS PERIOD (MONTH): \$** \_\_\_\_\_  
**TOTAL AMOUNT PAID TO SUBCONTRACTORS YEAR TO DATE: \$** \_\_\_\_\_  
**TOTAL AMOUNT PAID TO PRIME CONTRACTOR THIS PERIOD (MONTH): \$** \_\_\_\_\_  
**TOTAL AMOUNT PAID TO PRIME CONTRACTOR YEAR TO DATE: \$** \_\_\_\_\_

### SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
<b>TOTALS</b>						

Executed By: \_\_\_\_\_  
*(Signature)*
*(Printed Name)*

Notary: \_\_\_\_\_ Date: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.**

## EXHIBIT H

### FULTON COUNTY FIRST SOURCE JOBS PROGRAM

#### **STATEMENT OF POLICY:**

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

#### **PURPOSE:**

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing and the Office of Workforce Development.

#### **MONITORING POLICY:**

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

### FORM 1

# FULTON COUNTY

## First Source Jobs Program Information

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

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

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

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

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

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

Phone Number: \_\_\_\_\_

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

**FORM 2**

**FULTON COUNTY**  
**First Source Jobs Program Agreement**

Awarded Contractor's Name: \_\_\_\_\_

Formal Contract Name: \_\_\_\_\_

RFP Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Contractor's Signature: \_\_\_\_\_

**FORM 3**

**SECTION 7**  
**INSURANCE AND RISK MANAGEMENT PROVISIONS**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer’s Liability Insurance BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance BY DISEASE	EACH EMPLOYEE	\$100,000

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	
\$100,000		

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Combined Single Limits</b>	Each	Occurrence
\$1,000,000		
(Including operation of non-owned, owned, and hired automobiles).		

**4. UMBRELLA LIABILITY**

\$1,000,000	Each	Occurrence
(In excess of above noted coverages)		

**5. PROFESSIONAL LIABILITY**

\$1,000,000/\$1,000,000	Per	Claim/Aggregate
**Extended Reporting Period 3-5 Years**		

**Certificates of Insurance**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation and Professional Liability) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

**Important:**

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the

conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney’s fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker’s Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR

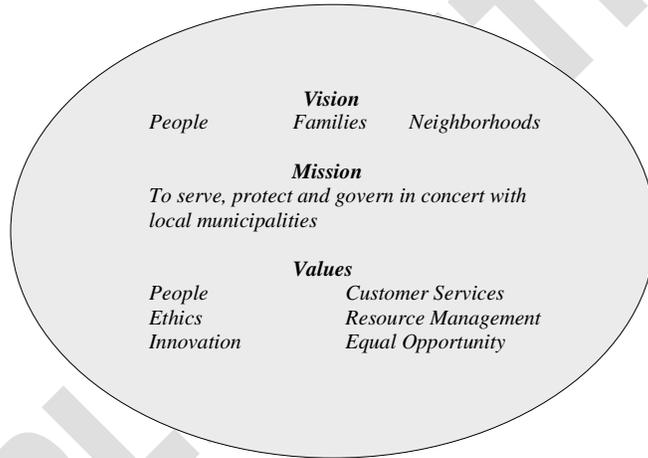
COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SECTION 8**  
**PROFESSIONAL SERVICES SAMPLE CONTRACT**



**FULTON COUNTY**



*Vision*  
*People Families Neighborhoods*

*Mission*  
*To serve, protect and govern in concert with local municipalities*

*Values*  
*People Customer Services*  
*Ethics Resource Management*  
*Innovation Equal Opportunity*

**CONTRACT DOCUMENTS FOR**

**PROJECT NUMBER**

**PROJECT TITLE**

**For**

**DEPARTMENT NAME**

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*Index of Articles*

- ARTICLE 1. CONTRACT DOCUMENTS
- ARTICLE 2. SEVERABILITY
- ARTICLE 3. DESCRIPTION OF PROJECT
- ARTICLE 4. SCOPE OF WORK
- ARTICLE 5. DELIVERABLES
- ARTICLE 6. SERVICES PROVIDED BY COUNTY
- ARTICLE 7. MODIFICATIONS/CHANGE ORDERS
- ARTICLE 8. SCHEDULE OF WORK
- ARTICLE 9. CONTRACT TERM
- ARTICLE 10. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 11. PERSONNEL AND EQUIPMENT
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- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. AUDITS AND INSPECTORS
- ARTICLE 32. ACCOUNTING SYSTEM
- ARTICLE 33. VERBAL AGREEMENT
- ARTICLE 34. NOTICES
- ARTICLE 35. JURISDICTION
- ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 37. FORCE MAJEURE
- ARTICLE 38. OPEN RECORDS ACT
- ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES  
MADE IN RESPONSE TO PROCUREMENT
- ARTICLE 40. INVOICING AND PAYMENT
- ARTICLE 41. TAXES
- ARTICLE 42. PERMITS, LICENSES AND BONDS
- ARTICLE 43. NON-APPROPRIATION
- ARTICLE 44. WAGE CLAUSE

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*Exhibits*

- EXHIBIT A: GENERAL CONDITIONS  
EXHIBIT B: SPECIAL CONDITIONS  
EXHIBIT C: SCOPE OF WORK  
EXHIBIT D: PROJECT DELIVERABLES  
EXHIBIT E: COMPENSATION  
EXHIBIT F: PURCHASING FORMS  
EXHIBIT G: CONTRACT COMPLIANCE FORMS  
EXHIBIT H: INSURANCE AND RISK MANAGEMENT FORMS

**APPENDICES**

- APPENDIX 1: POLICY 800-6, PROCEDURES FOR HANDLING CHANGE ORDERS

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# CONTRACT AGREEMENT

Consultant: **[Insert Consultant Name]**  
Contract No.: **[Insert Project Number and Title]**  
Address: **[Insert Consultant Address]**  
City, State  
Telephone: **[Insert Consultant telephone #]**  
Email: **[Insert Consultant Email]**  
Contact: **[Insert Consultant Contact Name]**  
**[Insert Consultant Contact Title]**

This Agreement made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **[Insert Consultant Company Name]**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

## WITNESSETH

WHEREAS, County through its **[Insert User Department Name]** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform **[Insert project description/services to be provided]**, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work

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- VI. Exhibit D: Project Deliverables;
  - VII. Exhibit E: Compensation;
  - VIII. Exhibit F: Purchasing Forms
  - IX. Exhibit G: Office of Contract Compliance Forms;
  - X. Exhibit H: Insurance and Risk Management Forms
  - XI. Appendix 1: Policy 800-6, Procedure for Handling Change Orders

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Policy and Procedure 800-6 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **[Insert Board of Commissioners approval date and item number]**.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Consultant agree the Project is to perform **[Insert project description]**. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

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Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6.

**SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7.

**MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Policy 800-6, specified in Appendix 1.

ARTICLE 8.

**SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

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ARTICLE 9. **CONTRACT TERM**

***[Insert contract term and any renewal options] Make sure the contract term matches the contract term in the solicitation document exactly.***

ARTICLE 10. **COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed ***[Insert amount approved by BOC]***, which is full payment for a complete scope of work/services.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all matters pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;

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- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
  - 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by **[insert user department name]**. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the **[department]** designated representative.

#### ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to

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provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

**ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

**ARTICLE 16. WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

**ARTICLE 17. INDEPENDENT CONSULTANT**

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

**ARTICLE 18. PROFESSIONAL RESPONSIBILITY**

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

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All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

#### ARTICLE 19. **COOPERATION WITH OTHER CONSULTANTS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

#### ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

#### ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

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## ARTICLE 22. INDEMNIFICATION

Consultant hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Consultant, its directors, officers, employees, sub-consultants, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Consultant obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, sub-consultants, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

## ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of County and be delivered to the **[insert user department name]**.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not

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be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

#### **ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

#### **ARTICLE 25. COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

#### **ARTICLE 26. INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of

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the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

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## ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

## ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

## ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

## ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

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Notice to County, shall be addressed as follows:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

**With a copy to:**

Department of Purchasing

Interim Director

130 Peachtree Street, S.W., Suite 1168

Atlanta, Georgia 30303

Telephone: (404) 612-5800

Email: [Felicia.Strong-Whitaker@fultoncountyga.gov](mailto:Felicia.Strong-Whitaker@fultoncountyga.gov)

Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

**[Insert Consultant Representative for project]**

**[Insert Consultant Address]**

Telephone:

Email:

Attention: **[Insert Consultant Representative for project]**

#### ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

#### ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

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Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 37. **FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

#### ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq.*, applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

#### ARTICLE 39. **CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to

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provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Consultant by U.S. mail approximately thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Consultant shall submit all invoices in original and one (1) copy to:

**[Insert User Department Representative Position for project]**

**[Insert User Department Address]**

Atlanta, Georgia 30303

Telephone:

Email:

Attention: **[Insert User Department Representative for project]**

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**Optional: [A narrative of one (1) page only, listing the scope of work/ services billed for shall accompany each invoice.]**

**County's Right to Withhold Payments:** The County may withhold payments for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions

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stipulated by the County are satisfied. The County shall promptly pay any undisputed items contained in such invoices.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

#### ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

#### ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County

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within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

#### ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

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**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

CONSULTANT:

***[Insert Consultant COMPANY NAME ]***

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John H. Eaves, Commission Chair  
Board of Commissioners

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***[Insert Name & Title of person authorized to sign contract]***

ATTEST:

ATTEST:

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Mark Massey  
Clerk to the Commission (Seal)

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Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

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Office of the County Attorney

APPROVED AS TO CONTENT:

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***[Insert Department Head Name]***  
***[Insert Department Head Title]***

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# ADDENDA

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# **EXHIBIT A**

# **GENERAL CONDITIONS**

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# **EXHIBIT B**

## **SPECIAL CONDITIONS**

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# **EXHIBIT C**

## **SCOPE OF WORK**

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# **EXHIBIT D**

## **PROJECT DELIVERABLES**

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# **EXHIBIT E**

# **COMPENSATION**

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# **EXHIBIT F**

## **PURCHASING FORMS**

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**EXHIBIT G**

**OFFICE OF CONTRACT COMPLIANCE  
FORMS**

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**EXHIBIT H**

**INSURANCE AND RISK MANAGEMENT  
FORMS**

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**SECTION 9  
EXHIBITS**

**Request to Proposal (RFP) Submittal Check List for**

*The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.*

*Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.*

Item #	Required Proposal Submittal Check List	Check (✓)
1	One (1) Proposal marked " <b>Original</b> ", five (5) CD's	
2	*Form E: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form F: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Executive Summary Technical Approach/Detailed Work Plan Project Team Qualifications/Qualifications of Key Personnel Relevant Project Experience Proposer Financial Information Availability of Key Personnel Local Preference Disclosure Form and Questionnaire	
9	Purchasing Forms Form A: Certificate Regarding Debarment Form B: Non-Collusion Affidavit of Bidder/Offer or Form C: Certificate of Acceptance of Request Proposal requirements Form D: Disclosure Form & Questionnaire Form G: Professional License Form H: Local Preference Affidavit of Bidder/Offeror	
10	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit B: Employment Record Exhibit C: Schedule of Intended Subcontractor Utilization Exhibit D: Letter of Intent to Perform as Subcontractor Exhibit E: Declaration Regarding Subcontractor Practices Exhibit F: Joint Venture Disclosure Affidavit Exhibit G: Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan) Exhibit H – First Source Jobs Program Information Form 1 Exhibit H – First Source Jobs Program Agreement Form 2	
	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier	

**Request to Proposal (RFP) Submittal Check List for**

	Certificate of Insurance An umbrella policy in excess of required limits for this project	
	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

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## **COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

### ***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Cost Proposal.

### ***Section 2 - Completed Cost Proposal Forms***

The Proposer is required to complete **all** of the Cost Proposal Forms provided.

Based on project type and scope, describe how cost will be evaluated, i.e., hourly rates, lump sum, etc. Cost is 13 points maximum.

**Vending pricing required for all products**

**Market pricing required for all products**

**Menu prices required for all catering services**

### **Product Examples**

<http://www.advancepierre.com/Products/>

Steak and Egg Quesadilla

Smart Picks Cherry Salsa Cheeseburger

Pizza a la Cordon Bleu

Teriyaki Chicken Dipper Pita Snack

Philly Cheesesteak Sandwich

Simply Grilled Chicken Dippers

Sandwich with Roasted Pineapple Slaw

Gourmet Coffee / Cappuccino

Sorbe / Frozen Smoothie

Fresh crisp salads and fruit

Deli sandwiches, subs, soups and meal options

Premium beverages, sparkling drinks and juice varieties

Popular snacks, candies, gum and mints

Low-calorie, low/mild-fat healthy alternatives

Breakfast sandwiches, pastries and cereals

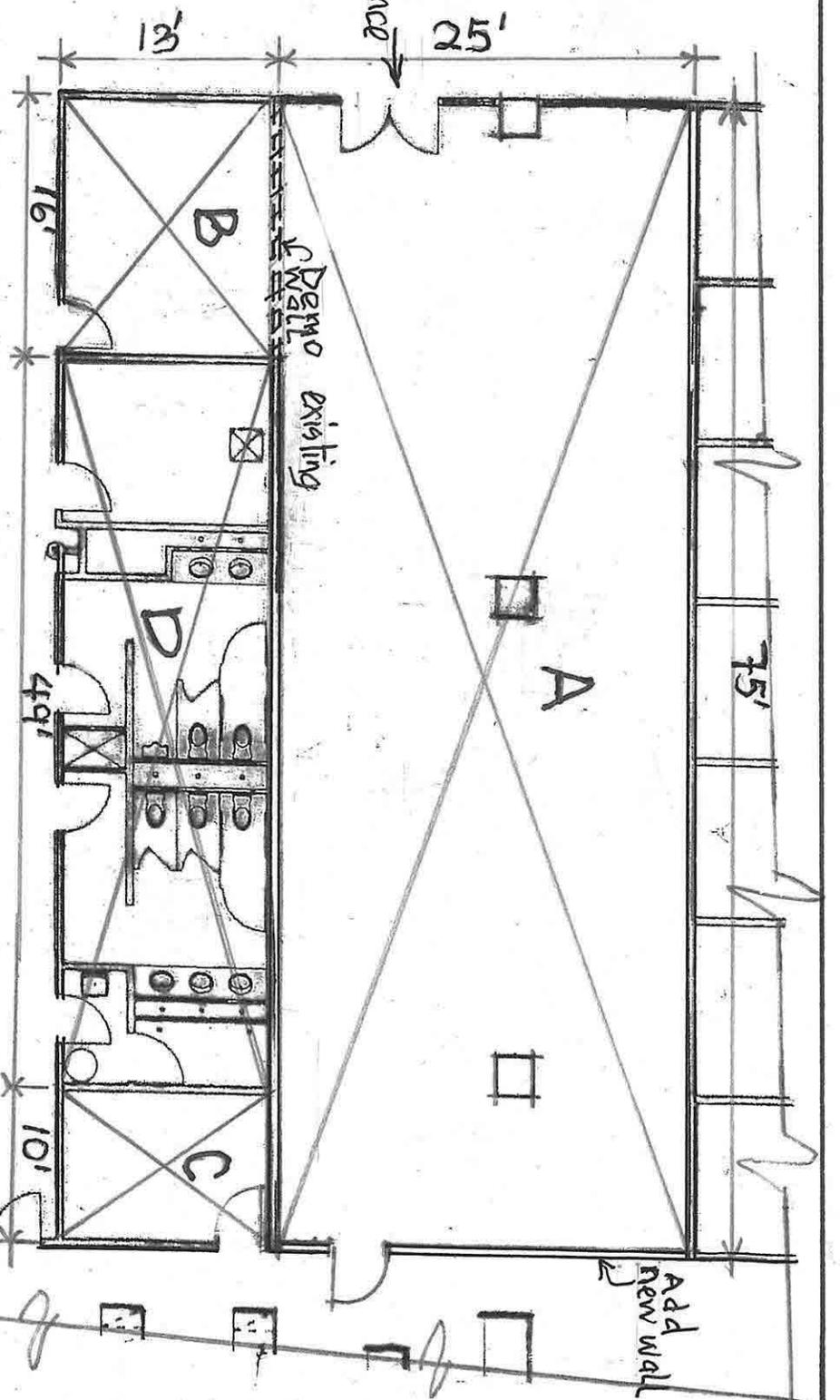
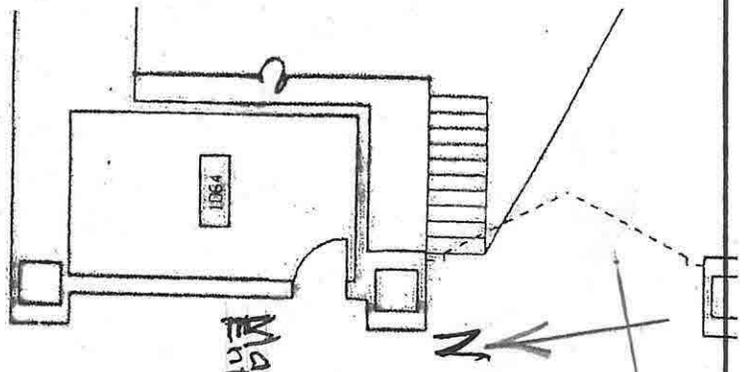
Ice cream and other frozen treats

Some over the counter medicine and sundry items

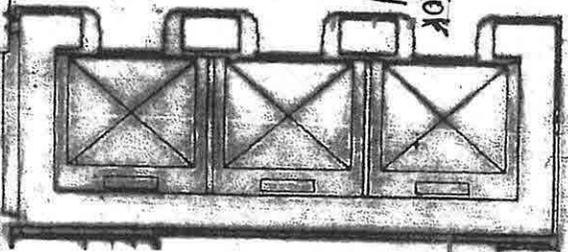
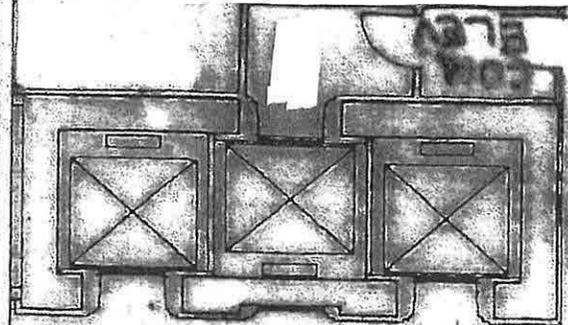
Special Event Catering	Name of Item/Product	Total Cost Per Serving	% Against Gross Revenue	
Menu #1 Hot Breakfast (Meal)		\$ _____	\$ _____	\$ _____
Hot Cereal		\$ _____	\$ _____	\$ _____
Meat		\$ _____	\$ _____	\$ _____
Egg		\$ _____	\$ _____	\$ _____
Bread/Biscuit		\$ _____	\$ _____	\$ _____
Drink		\$ _____	\$ _____	\$ _____
Menu #2 Continental Breakfast		\$ _____	\$ _____	\$ _____
Fresh Fruit		\$ _____	\$ _____	\$ _____
Bagel/Muffin		\$ _____	\$ _____	\$ _____
Cereal Cold		\$ _____	\$ _____	\$ _____
Drink		\$ _____	\$ _____	\$ _____
Menu #3 Lunch		\$ _____	\$ _____	\$ _____
Box Lunch		\$ _____	\$ _____	\$ _____
Grab and Go Lunch		\$ _____	\$ _____	\$ _____
Plated Lunch		\$ _____	\$ _____	\$ _____
Plated Soup, Salad, Sandwich		\$ _____	\$ _____	\$ _____
Menu # 4 Dinner		\$ _____	\$ _____	\$ _____
Appetizer #1		\$ _____	\$ _____	\$ _____
Appetizer #2		\$ _____	\$ _____	\$ _____
Entrée #1		\$ _____	\$ _____	\$ _____
Entrée #2		\$ _____	\$ _____	\$ _____
Vegetable		\$ _____	\$ _____	\$ _____
Drink #1		\$ _____	\$ _____	\$ _____
Drink #2		\$ _____	\$ _____	\$ _____
Dessert		\$ _____	\$ _____	\$ _____

Vending/Products	Ounce	Price	% Commission	Non Commission	Reduced Multipurpose Senior Center	% Multi-purpose Sr. Ctr Commission	Multi-purpose Sr. Ctr Non-Commission Pricing
Chips	1.25	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Chips	1.75	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Soda - Can	12	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Soda - Bottle	20	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Water - Bottle	20	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Coffee	12	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Popcorn	2.75	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Nutition Bar	1.3	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Nutition Bar	1.7	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Ice Cream Sandwich	3	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Ice Cream Bar	5	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Cookies		\$ _____	%	\$ _____	\$ _____	%	\$ _____
Gum/Mints		\$ _____	%	\$ _____	\$ _____	%	\$ _____
Trail Mix		\$ _____	%	\$ _____	\$ _____	%	\$ _____
Candy		\$ _____	%	\$ _____	\$ _____	%	\$ _____
Pastries		\$ _____	%	\$ _____	\$ _____	%	\$ _____
Orange Juice	10	\$ _____	%	\$ _____	\$ _____	%	\$ _____
Apple Juice	10	\$ _____	%	\$ _____	\$ _____	%	\$ _____

Micro Market	Name of Item/Product	Total Cost Per Serving	% Against Gross Revenue	
Deli Sandwich #1		\$ _____	\$ _____	\$ _____
Deli Sandwich #2		\$ _____	\$ _____	\$ _____
Deli Sandwich #3		\$ _____	\$ _____	\$ _____
Deli Sandwich #4		\$ _____	\$ _____	\$ _____
Garden Salad		\$ _____	\$ _____	\$ _____
Chef Salad		\$ _____	\$ _____	\$ _____
Fresh Crisp Fruits		\$ _____	\$ _____	\$ _____
Soups		\$ _____	\$ _____	\$ _____
Fountain Drinks		\$ _____	\$ _____	\$ _____
Sparkling Drinks		\$ _____	\$ _____	\$ _____
Juice Varieties		\$ _____	\$ _____	\$ _____
Cereals		\$ _____	\$ _____	\$ _____
Pastries		\$ _____	\$ _____	\$ _____
Candy		\$ _____	\$ _____	\$ _____
Chips		\$ _____	\$ _____	\$ _____
Cookies		\$ _____	\$ _____	\$ _____
Breakfast Sandwich #1		\$ _____	\$ _____	\$ _____
Breakfast Sandwich #2		\$ _____	\$ _____	\$ _____
Breakfast Sandwich #3		\$ _____	\$ _____	\$ _____
Breakfast Sandwich #4		\$ _____	\$ _____	\$ _____
Frozen Treat #1		\$ _____	\$ _____	\$ _____
Frozen Treat #2		\$ _____	\$ _____	\$ _____
Frozen Treat #3		\$ _____	\$ _____	\$ _____
Frozen Treat #4		\$ _____	\$ _____	\$ _____
Sundry Item#1		\$ _____	\$ _____	\$ _____
Sundry Item#2		\$ _____	\$ _____	\$ _____
Sundry Item#3		\$ _____	\$ _____	\$ _____
Medicine #1		\$ _____	\$ _____	\$ _____
Medicine #2		\$ _____	\$ _____	\$ _____
Medicine #3		\$ _____	\$ _____	\$ _____



Main Elevator  
hallway



- Proposed Micro-Market Layout
- Drawing Notes:
- Space A - Proposed vending and dining hall.
  - Space B - Proposed wet vending area.
  - Space C - Proposed storage area.
  - Space D - Existing rest-rooms and closets to remain as-is.

Customer	Location	Place	Asset ID	Type
Fulton Co	Fulton Co JCT Building	7th Floor Jury Waiting	71455	Coffee
Fulton Co	Fulton Co Central Library	148 5th floor	40362	Ice Cream
Fulton Co	Fulton Co Health Dept Downtown	#125 3rd FLOOR	40586	Ice Cream
Fulton Co	Fulton Co Juvenile Court	1st food court	40661	Ice Cream
Fulton Co	Fulton Co 911 Building	137 3rd floor breakroom	41836	Ice Cream
Fulton Co	Fulton Co Public Safety	break room	46670	Ice Cream
Fulton Co	Fulton Co Jefferson Shelter	Breakroom	49926	Ice Cream
Fulton Co	Fulton Co Burdett Gym	Gym	16111	Pepsi
Fulton Co	Fulton Co JCB Building	Basement	50080	Pepsi
Fulton Co	Fulton Co JCT Building	9th Floor Sherrif	56905	Pepsi
Fulton Co	Fulton Co FCC Building	#120 Basement	56906	Pepsi
Fulton Co	Fulton Co FCC Building	#121 FCC 1st Floor Breakroom	50091	Pepsi
Fulton Co	Fulton Co Health Dept Downtown	#123 3rd Floor	50603	Pepsi
Fulton Co	Fulton Co 911 Building	#139 1st Floor	50900	Pepsi
Fulton Co	Fulton Co JCT Building	7th floor	56904	Pepsi
Fulton Co	Fulton Co JCT Building	#111 Jury Cafeteria	51007	Pepsi
Fulton Co	Fulton County Service Center	Breakroom	56803	Pepsi
Fulton Co	HG Darnell Senior Center	Main Floor Rear of Bldg	56806	Pepsi
Fulton Co	Fulton Co Central Library	146 5th floor	56809	Pepsi
Fulton Co	Fulton Co Govt Center Bldg	Cafe	56815	Pepsi
Fulton Co	Fulton Co JCT Building	Jury Cafeteria	56900	Pepsi
Fulton Co	Fulton Co Road and Bridges	break room	57779	Pepsi
Fulton Co	Fulton Co Jefferson Shelter	Breakroom	57781	Pepsi
Fulton Co	Fulton Co Drug CT.#100,101,102	Breakroom	58008	Pepsi
Fulton Co	Fulton Co Govt Center Bldg	Loading Dock	58009	Pepsi
Fulton Co	Fulton Co Central Library	1st Floor	59603	Pepsi
Fulton Co	Fulton County Tax Office	Waiting area	59647	Pepsi
Fulton Co	Fulton Co Medical Examiners	Rear Dock	59875	Pepsi
Fulton Co	Fulton County Instructional	Inside Hallway by Cafeteria	75647	Pepsi
Fulton Co	Fulton County Warehouse	Breakroom	75649	Pepsi
Fulton Co	Fulton Co Burdett Gym	Gym	60029	Snack
Fulton Co	Fulton Co Public Safety	break room	60234	Snack
Fulton Co	Fulton County Police Dept	Breakroom	60298	Snack
Fulton Co	Fulton Co JCT Building	7th Floor Hallway	60344	Snack
Fulton Co	Fulton Co 911 Building	#138 1st Floor 911	60562	Snack
Fulton Co	Fulton Co Govt Center Bldg	#130 Govt Center Cafeteria	60563	Snack
Fulton Co	Fulton Co 141 Building	#135 3rd Floor Freight Elevator	60564	Snack
Fulton Co	Fulton Co 141 Building	#134 6th Floor Breakroom	60565	Snack
Fulton Co	Fulton Co 141 Building	980 7th floor elevator	60566	Snack
Fulton Co	Fulton Co 141 Building	#132 8th Floor Elevator	60567	Snack
Fulton Co	Fulton Co JCB Building	#149 2nd Floor Hallway	60569	Snack
Fulton Co	Fulton Co JCB Building	152 JCB Basement	60570	Snack
Fulton Co	Fulton Co JCT Building	#110 Jury Cafeteria	60571	Snack
Fulton Co	Fulton Co JCT Building	#115 7th Floor Jury Waiting	60572	Snack
Fulton Co	Fulton Co FCC Building	#160 4th Floor Hallway	60573	Snack
Fulton Co	Fulton Co FCC Building	#118 3rd Floor Hallway	60574	Snack
Fulton Co	Fulton Co FCC Building	#119 Basement	60679	Snack
Fulton Co	Fulton Co JCB Building	3rd floor	60680	Snack
Fulton Co	Fulton Co JCB Building	1st Floor Criminal Warrants	60681	Snack
Fulton Co	Fulton Co JCB Building	#153 Ground Floor by G33 Court	60682	Snack
Fulton Co	Fulton Co Central Library	5th floor	60683	Snack

Fulton Co	Fulton Co Helen E Mills Senior Ctr	Lounge	60684	Snack
Fulton Co	Fulton Co Court Administration	3rd Floor	60685	Snack
Fulton Co	Charlie Brown Airport	Bldg 3939B Lobby	60687	Snack
Fulton Co	Fulton Co Medical Examiners	Breakroom	60694	Snack
Fulton Co	Fulton Co Juvenile Court	#143 Food Court	60695	Snack
Fulton Co	Fulton Co Juvenile Court	#144 Food Court	60696	Snack
Fulton Co	Fulton Co FCC Building	#122 1st Floor Breakroom	60697	Snack
Fulton Co	Fulton Co FCC Building	#161 5th Floor	60699	Snack
Fulton Co	Fulton Co Pblc Defenders-2	17th Floor	60848	Snack
Fulton Co	Fulton Co Jefferson Shelter	Laundry	60849	Snack
Fulton Co	Fulton Co JCT Building	Ground	60873	Snack
Fulton Co	Fulton Co Pblc Defenders-2	16th Fl Breakroom	60874	Snack
Fulton Co	Fulton Co South Training Ctr	Crafts Room	60878	Snack
Fulton Co	Fulton Co Health Dept South	Vend Area	60880	Snack
Fulton Co	Fulton Co Health Dept South	2nd Floor Breakroom	60887	Snack
Fulton Co	Fulton Co Disability Affairs	Breakroom	60890	Snack
Fulton Co	Fulton Co North Training Cntr	Cafeteria	60892	Snack
Fulton Co	Fulton Co North Tag Annex	2nd Floor Breakroom	60930	Snack
Fulton Co	Fulton Co JCT Building	9th Floor Sherriff	60792	Snack
Fulton Co	Fulton Co Training Central	Cafeteria - No NUTS!!!	60936	Snack
Fulton Co	Fulton Co Central Library	1st floor	61402	Snack
Fulton Co	Fulton Co Grounds Maintenance	Breakroom	61500	Snack
Fulton Co	Fulton Co Cultural Arts Center		61728	Snack
Fulton Co	Fulton Co 141 Building	10th Floor	61732	Snack
Fulton Co	FC Community Court		61734	Snack
Fulton Co	Dorothy Benson Senior Cntr	Hallway	63050	Snack
Fulton Co	Fulton Co JCT Building	#111 Jury Cafeteria	63971	Snack
Fulton Co	Palmetto Library		64658	Snack
Fulton Co	Fulton Co Warehouse Milton	Breakroom	65999	Snack
Fulton Co	Fulton Co Govt Center Bldg	Loading Dock	66610	Snack
Fulton Co	Fulton Co Drug CT.#100,101,102	Breakroom	66954	Snack
Fulton Co	Fulton Co Road and Bridges	break room	67779	Snack
Fulton Co	Fulton Co South Tag Annex	break room	67780	Snack
Fulton Co	Fulton Co South Tag Annex	1st Floor	67781	Snack
Fulton Co	Fulton Co Wolf Creek Library		67784	Snack
Fulton Co	Fulton Co Central Maintenance	Breakroom	67789	Snack
Fulton Co	Fulton Co Mental Health West	Breakroom	67790	Snack
Fulton Co	Fulton Co Sandtown Gym	Break Area	67791	Snack
Fulton Co	Fulton Co FCC Building	#117 7th Floor	67792	Snack
Fulton Co	Fulton County Service Center	Breakroom	67826	Snack
Fulton Co	HG Darnell Senior Center	Cafe Hallway	67833	Snack
Fulton Co	Fulton Co Jefferson Shelter	#104 Breakroom	67883	Snack
Fulton Co	Fulton Co 911 Building	#136 3rd Floor	68523	Snack
Fulton Co	Fulton Co JCT Building	Jury Cafeteria	68554	Snack
Fulton Co	Fulton Co HJC Bowden Senr Fac	Senior Facility	68598	Snack
Fulton Co	Fulton Co Jail Intake Center	Main Office	68599	Snack
Fulton Co	Fulton Co Health Dept Downtown	#124 3rd Floor	68777	Snack
Fulton Co	Fulton Co South Maintenance	Cochran Rd	69333	Snack
Fulton Co	East Rowsell Library	Vending Area	1195803	Snack 168
Fulton Co	Fulton Co Big Creek Admin Bldg	Breakroom	50033	Snack/Beverage
Fulton Co	Fulton Co Big Creek Sewer Main	Trailer	50049	Snack/Beverage

**Fulton County Government Full Service Vending  
Volume and Commission Results  
2014**

Outlet Number	Outlet Name	Address	Location	Quantity				Estimated Commissions	
				This	Last	Diff	Chg %	This	Last
02875746	FULTON CNTY BURDETTE GYM	2945 BURDETT RD	200Z REC RM FULTON CNTY	24	32	-8	-25.55	257	359
02875710	FULTON CNTY CENTRAL MAINTENANC	895 MARIETTA BLVD NW	CAN VENDING AREA FULTON CNTY	34	45	-11	-23.80	144	188
02875759	FULTON CNTY CENTRAL SERVICE CT	425 LANGHORN ST SW	CANS CAFE FULTON CNTY	127	162	-36	-21.96	0	0
02875769	FULTON CNTY CHARLIE BROWN AIRP	3929 AVIATION CIR NW	CAN MAINTENANCE B FULTON CNTY	28	36	-8	-23.01	117	136
02875766	FULTON CNTY CHARLIE BROWN AIRP	3977 AVIATION CIR NW		12	9	2	22.57	53	33
02875733	FULTON CNTY CLIFTONDALE PARK	4645 BUTNER RD	200Z BACK LBYY FULTON CNTY	12	13	-1	-7.17	144	142
02875756	FULTON CNTY COLLEGE PARK HEALT	1920 JOHN WESLEY AVE	200Z DNSTRS FULTON CNTY	15	44	-29	-66.32	140	418
02875755	FULTON CNTY COLLEGE PARK HEALT	1920 JOHN WESLEY AVE	CANS UPSTRS RM 225 FULTON CNTY	21	27	-6	-23.61	86	105
02485120	FULTON CNTY COURT ADMIN OFFICE	34 PEACHTREE ST NW	STE 300 FULTON CNTY COURT ADMI	37	31	6	19.67	157	138
02875752	FULTON CNTY CREEL PARK	2775 CREEL RD	CANS-FULTON CNTY	7	0	7	100.00	0	0
02485112	FULTON CNTY DA OFFICE HR	137 PEACHTREE ST	BASEMENT FULTON CNTY	86	94	-8	-8.03	405	458
02875708	FULTON CNTY DRUG COURT	1135 JEFFERSON ST NW BUILD A	200Z CAFE FULTON CNTY	157	79	78	98.79	1674	830
02494968	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	1ST FLR PURCHASING FULTON CNTY	25	41	-17	-40.90	101	149
02494969	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	200Z 1ST PRCHSING FULTON CNTY	59	107	-49	-45.35	630	1019
02494970	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	200Z 3RD 911 FULTON CNTY GOVER	128	125	3	2.71	1227	1190
02494971	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	GOVTNMT BLDG CAFE FULTON CNTY	211	258	-48	-18.45	2388	2972
02494972	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	GOVTNMT CAFE CANS FULTON CNTY	232	197	35	17.72	990	839
02494973	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	202 3RD SRV FULTON CNTY GOVER	47	43	4	8.65	475	448
02494974	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	PERSONEL BRK RM FULTON CNTY	26	35	-9	-25.30	288	372
02494975	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 4TH SRV ELE FULTON CNTY G	58	43	15	34.59	227	183
02494976	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 5TH SRV ELE FULTON CNTY	67	80	-13	-16.80	264	298
02494977	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 6TH SRV ELE FULTON CNTY GO	24	26	-3	-10.69	117	144
02494978	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 6TH FLR RM 6002 FULTON CN	43	43	0	-0.58	211	216
02494979	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 7TH SRV ELE FULTON CNTY G	75	78	-3	-4.07	312	365
02494980	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 8TH SRV ELE FULTON CNTY	62	53	10	18.48	309	280
02494981	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 9TH FLR SRV ELE FULTON CN	36	44	-8	-19.15	166	203
02494982	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	CANS 10TH FLR SRV FULTON CNTY	0	4	-4	-90.57	1	18
02494967	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	200Z BSMNT LFT FULTON CNTY GOV	35	40	-5	-13.11	393	493
02494966	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	LOADING DOCK FULTON CNTY GOV	129	145	-16	-11.15	546	593
02494965	FULTON CNTY GOVERNMENT BLDG	141 PRYOR ST SW	200Z BSMNT RGHT FULTON CNTY	49	64	-15	-23.49	533	721
02875726	FULTON CNTY GROUNDS DEPARTMENT	5590 STONEWALL TELL RD	CANS MAINTENANCE FULTON CNTY	15	22	-7	-30.70	74	97
02485006	FULTON CNTY GROUNDS DEPT	125 WILLIS MILL RD SW	CODE 4125 BACK GATE	19	18	1	4.56	202	227
02875763	FULTON CNTY H G DARNELL CENTER	677 FAIRBURN RD NW	CAN BRKRM FULTON CNTY	52	74	-22	-29.56	225	303
02875757	FULTON CNTY H J C BOWDEN CTR	2885 CHURCH ST	CANS SENIOR CNTR FULTON CNTY	158	153	5	3.54	675	655
02485000	FULTON CNTY HEALTH DEPT	99 JESSE HILL JR D	CANS 3RD FLR-FULTON CNTY	125	51	74	145.91	525	247
02484998	FULTON CNTY HEALTH DEPT 1ST FLR	99 JESSE HILL JR D	200Z 1ST FLR FULTON CNTY	192	193	-2	-0.90	2045	2078
02485119	FULTON CNTY HELEN S MILLS CTR	515 JOHN WESLEY DOBBS AVE NE		96	82	14	16.73	1027	888
02875704	FULTON CNTY JEFFERSON SHELTER	1135 JEFFERSON ST NW	CANS WAITING RM FULTON CNTY	135	384	-249	-64.92	0	0
02875705	FULTON CNTY JEFFERSON SHELTER	1135 JEFFERSON ST NW	CANS LAUNDRY RM FULTON CNTY	241	371	-131	-35.21	0	0
02509766	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	JCT MAIN CAFE	471	100	371	371.10	4962	1071
02509767	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	FCC BSMNT CAN FULTON CNTY	30	24	6	25.22	143	105
02509764	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	FCC 3RD FLR CAN FULTON CNTY	96	104	-8	-7.48	413	433
02509762	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	FCC 4TH FLR CAN FULTON CNTY	67	71	-4	-5.60	285	322
02509768	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	JCT CAFE CAN FULTON CNTY JUSTI	285	259	26	9.86	1212	1122
02509770	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	GROUND FLR JCT FULTON CNTY	94	116	-22	-19.07	395	480
02509774	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	CAN 3RD FLR JCB FULTON CNTY	119	120	0	-0.03	606	674
02509775	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	200Z 2NDFLR FCC FULTON CNTY	45	34	11	30.79	197	168
02509776	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	FCC 5TH FLR CAN FULTON CNTY	88	155	-67	-43.41	396	665
02509781	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	FCC 1ST FLR 200Z FULTON CNTY	52	56	-3	-5.92	559	544
03612627	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	I/S OFF ADMINISTRATOR 20Z	50	74	-24	-31.80	267	310
02509754	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	FCC 7TH FLR CAN FULTON CNTY	56	83	-27	-32.73	225	384
02509748	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	200Z 7TH FLR JCT FULTON CNTY	111	171	-60	-35.03	1216	1912
02509746	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	20Z FLR JCT FULTON CNTY	109	177	-69	-38.86	1232	1922
02509744	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	CAN 1ST FLR JCB FULTON CNTY	58	82	-24	-29.58	249	379
02509743	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	JCB BSMNT200Z FULTON CNTY	114	86	28	31.95	1163	916
02509740	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	CAN GRND FLR JCB FULTON CNTY	49	38	11	29.67	201	155
02494989	FULTON CNTY JUSTICE CENTER	136 PRYOR ST SW	JCB 2ND FLR CAN FULTON CNTY	122	146	-24	-16.32	614	779
02485123	FULTON CNTY JUVENILE COURT	395 PRYOR ST SW	292 332 -40	292	332	-40	-11.92	1426	1626
02485122	FULTON CNTY JUVENILE COURT	395 PRYOR ST SW		193	181	12	6.73	2099	1964
02485109	FULTON CNTY LIBRARY	1 MARGARET MITCHELL SQ NW	CANS 5TH FLR FULTON CNTY	41	58	-17	-28.70	183	281
02485117	FULTON CNTY MATERIALS MANAGEM	79 MILTON AVE SE	CANS FULTON CNTY	11	5	5	100.78	30	17
02485115	FULTON CNTY MED EXAMINERS OFFI	430 PRYOR ST	200Z FULTON CNTY	48	41	6	15.11	505	467
02875745	FULTON CNTY MENTAL HEALTH CTR	1636 CONNALLY DR	CANS LBYY FULTON CNTY	49	63	-14	-21.66	204	278
02485019	FULTON CNTY N TRAINING CENTER	5025 ROSWELL RD NE		48	62	-14	-22.60	0	0
02875727	FULTON CNTY PARKS SERVICE CTR	5565 STONEWALL TELL RD	CANS BRK RM-FULTON CNTY	13	11	2	20.85	55	42
02875711	FULTON CNTY PRE TRIAL CENTER	1107 JEFFERSON ST NW	CANS BRKRM FULTON CNTY	25	17	8	47.07	113	75
02485034	FULTON CNTY REGIONAL HEALTH CT	3155 ROYAL DR		21	37	-16	-43.07	87	153
02875730	FULTON CNTY ROAD & BRIDGES	5601 STONEWALL TELL RD	200Z BRK RM FULTON CNTY	13	25	-11	-48.02	139	259
02875765	FULTON CNTY S W ART CENTER	915 NEW HOPE RD SW	CAN LBYY OFF CASCADE FULTON CN	62	67	-6	-8.83	269	278
02875761	FULTON CNTY SANDTOWN GYM	5320 CAMPBELLTON RD SW	CAN GYM LBYY FULTON CNTY	22	23	-1	-2.90	111	97
02875760	FULTON CNTY SANDTOWN GYM	5320 CAMPBELLTON RD SW	200Z GYM LBYY FULTON CNTY	32	28	5	17.37	312	257
02875764	FULTON CNTY SO MENTAL RETARDAT	2605 FAIRBURN RD SW	CAN BRK RM FULTON CNTY	116	129	-12	-9.65	0	0
02875721	FULTON CNTY SOUTH TAG ANNEX	5600 STONEWALL TELL RD	200Z 1ST FLR LBYY FULTON CNTY	56	56	-1	-1.11	606	595
02875722	FULTON CNTY SOUTH TAG ANNEX	5600 STONEWALL TELL RD	CANS 2ND FLR BRK RM FULTON CNT	30	50	-21	-41.20	109	200
01056680	FULTON CNTY SOUTH TAG ANNEX	5600 STONEWALL TELL RD	POLICE DEPT 1ST FLR FULTON CNT	82	79	3	3.97	861	843
02485111	FULTON CNTY TAX COMMISSIONERS	132 MITCHELL ST SW	CANS 3RD FLR FULTON CNTY	7	5	2	34.48	24	26
02875720	FULTON CNTY WELCOME ALL PARK	4255 WILL LEE RD	200Z CSD LBYY FULTON CNTY	81	171	-90	-52.83	777	1539
01038766	FULTON CNTY WELCOME ALL PARK	4255 WILL LEE RD	PADE INSIDE FULTON CNTY	229	202	26	12.98	1445	1319
01056678	FULTON CO PUBLIC SAFETY TRAIN	3025 MERK RD SW	BRKRM 12CSD	52	63	-11	-17.05	196	224
01056679	FULTON CO PUBLIC SAFETY TRAIN	3025 MERK RD SW	BRKRM 20MLV	71	72	-1	-1.40	778	784
01681160	FULTON COUNTY	141 PRYOR ST SW	GOV CAFE 2ND FLR GFV	170	154	16	10.04	1305	1250
04605829	FULTON COUNTY	9111 PALMETTO CASCADE HWY	I/S LIB PALMETTO 12Z	0	0	0	0.00	0	0
04567182	FULTON COUNTY COMMUNITY COURT	5500B FULTON INDUSTRIAL BLVD S	I/S COMMUNITY COURT 0Z	0	0	0	0.00	0	0
01662462	FULTON COUNTY GOVERNMENT	141 PRYOR ST SW STE 7001	LOADING DOCK 20Z	87	85	1	1.66	493	504
04320074	FULTON COUNTY GOVERNMENT	3900 AVIATION CIR	I/S AVIATION COMMUNITY CUL 20Z	9	0	9	100.00	0	0
01341565	FULTON COUNTY GOVERNMENT WHSE	1365 ENGLISH ST NW	BRKRM MAIN FL 12Z	23	24	-1	-5.32	0	0
01681161	FULTON COUNTY JCT	136 PRYOR ST SW	FL9 12Z 20Z	105	135	-29	-21.84	793	1041
01681162	FULTON COUNTY JCT	136 PRYOR ST SW	FL7 12Z 20Z	119	140	-21	-15.15	959	1177
03786887	FULTON COUNTY NORTH FULTON	7741 ROSWELL RD	I/S SVC CTR MULTI	73	78	-5	-5.84	357	377
03161822	FULTON COUNTY PUBLIC DEFENDER	100 PEACHTREE ST NW	I/S FL17 BRKRM 20Z OFFICE	26	26	0	-0.95	310	304
03161824	FULTON COUNTY PUBLIC DEFENDER	100 PEACHTREE ST NW	I/S FL16 BRKRM 20Z OFFICE	31	40	-10	-24.20	375	407
01806089	FULTON COUNTY TAX OFFICE	3155 ROYAL DR	BACK ENTRANCE STE 165 12Z	31	26	5	20.65	161	153
03209740	FULTON CNTY GOVT SVC CTR	5440 FULTON INDUSTRIAL BLVD	I/S BRKRM 20Z	27	34	-7	-20.34	314	375
01056796	FULTON IND BLVD PRECINCT	4701 FULTON INDUSTRIAL BLVD S	INSIDE 20MLV	35	55	-21	-37.40	390	565

04373968	WOLF CREEK LIBRARY	3100 ENON RD SW	//S LOBBY 20Z	18	0	18	100.00	173	0
<b>TOTALS</b>				7257	7819	-562	-7.19	47482	47600



## FAST FACTS

### What is FitPick®?

FitPick is a healthy vending and micro market labeling program designed to help operators and consumers identify products that meet recognized nutrition standards. Today's FitPick is based on simple, easy to understand guidelines featuring absolute values for calories, fat, sugar and sodium, making the program ideal for operators and consumers alike.

### FitPick Benefits

FitPick is a turnkey program for any organization that hopes to efficiently deliver nutrition information directly to consumers, empowering them to make informed snack choices.

- **FitPick identifies better for you snacks** – FitPick appeals to all customers who want informed choice
- **FitPick is easy to use** – recognizable stickers, labels and clings make it simple for users to identify FitPick items
- **FitPick meets latest recognized nutrition standards** – FitPick food options meet the latest standards of trusted health organizations

### FitPick Nutrition Standards

	FitPick® (250 calorie)	FitPick® (100 calorie)
CALORIES	250 or less	100 or less
FAT	10g or less	3.5g or less
SATURATED FAT	3g or less	1g or less
TRANS FAT	0g	0g
SUGAR	20g or less	8g or less
SODIUM	230mg or less	230mg or less

Note: the values listed are the upper limit and as calories decrease, the allowances for fat and sugar decrease accordingly.

### Contact



FitPick® Product List

Snack Requirements (per package): ≤ 250 calories, ≤ 10 g fat\*, ≤ 3 g saturated fat, 0 g trans fat, ≤ 230 mg of sodium, ≤ 20 g of sugar\*\*

\*Nuts and seeds are exempt from the total fat criteria due to their fiber, vitamin E and better fat content. These items must still meet the criteria for sodium and calories\*\*unsweetened dried fruit exempt. Note: the values listed are the upper limit and as calories decrease, the allowances for fat and sugar decrease accordingly.

PLEASE NOTE: Snack products that meet FitPick requirements noted above are compliant products. The products included on the list below represent a sampling of the products that may comply and is intended to serve as a helpful guideline. This is not intended to serve as a comprehensive list of all compliant products available in the industry.

Manufacturer	Product	Size (oz)	Size (g)	Cal	Cal Fat	% Fat	Fat (g)	Sat Fat (g)	% Sat Fat	Chol (mg)	Soc (mg)	Carb (g)	Prot (g)	Trans fat	Sugars (g)	Dietary Fiber (g)
Bare Fruit	Cherry/Banana	2.50	74	55	3	16.36%	1	0	0%	0	0	12	2	0	8	1
	Mango/ Pineapple	2.50	74	34	2	26.47%	1	0	0%	0	7	8	1	0	8	1
Back to Nature (Kraft)	Honey Graham Stick Cookies	1.00	28	120	22	18.75%	2.5	0	0%	0	150	23	1	0	10	1
Biscemerica	Basi's Low Fat Animal Snackers	2.00	57	194	40	18.56%	4	1	5%	0	100	36	2	0	14	0
	Basi's Mini Bites Chocolate Chip	1.50	43	160	35	6%	3.5	1.5	8%	0	50	30	3	0	14	2
Blue Diamond	Blue Diamond Whole Natural Almonds	1.50	42	160	130	78.75%	14	1	6%	0	0	0	6	0	1	3
CJF	manufacturer)	1.27	36	130	35	27.69%	4	1.5	10%	0	100	24	3	0	11	3
	CJF Z Bar Chocolate Brownie - #2	1.27	36	120	30	26.25%	3.5	1	8%	0	125	23	3	0	10	3
	CJF Z Bar Honey Graham - #3	1.27	36	130	25	13.85%	2	0.5	3%	0	95	26	3	0	10	3
	CJF Bar Oatmeal Raisin Walnut	2.40	68	240	45	18.75%	5	1	4%	0	130	43	10	0	20	5
	CJF Luna Bar - Nutz over Chocolate	1.69	48	180	60	30.00%	6	2.5	13%	0	190	25	9	0	10	4
	CJF Luna Bar - Lemon Zest	1.69	48	180	45	25.00%	5	2	10%	0	115	25	9	0	13	3
	CJF Luna Bar - Choc Peppermint Stick	1.69	48	180	45	25.00%	5	2.5	13%	0	120	28	8	0	12	4
	CJF Luna Bar - White Choc Macadamia	1.69	48	190	60	33.16%	7	2.5	12%	0	210	25	9	0	11	3
	CJF Mojo Mountain Mix	1.59	45	190	80	42.63%	9	1.5	7%	0	200	21	8	0	12	2
CJF Mojo Peanut Butter Pretzel	1.59	45	190	80	42.63%	9	2	9%	0	220	20	9	0	9	2	
Coca-Cola/Odwalla	Odwalla Chocolate Chip Peanut Original	2.00	56	230	70	31.30%	8	1.5	6%	0	170	33	7	0	14	4
	Odwalla Super Protein Original Bar	2.00	56	210	40	19.29%	4.5	1	4%	0	150	30	14	0	17	4
	Odwalla Dark Chocolate Chip Walnut Bar	2.00	56	220	60	28.64%	7	1.5	6%	0	100	36	4	0	11	8
	Odwalla Bar Banana Nut	2.00	56	240	60	22.50%	6	1	4%	0	115	41	4	0	18	5
	Odwalla Bar Berries Go Mega	2.00	56	210	50	25.71%	6	0.5	2%	0	210	36	5	0	16	5
Darlington	Spikerz Vending - Spicy Cracker Bites (Ranch)	1.25	35	130	35	27.69%	4	0.5	3%	0	230	22	3	0	1	2
	Spikerz Vending - Spicy Craker Bites (Buffalo)	1.25	35	130	35	27.69%	4	0.5	3%	0	230	22	3	0	1	2
	Spikerz Vending - Spicy Craker Bites (Nacho Cheese)	0.90	26	100	25	27.00%	3	0	0%	0	160	16	2	0	1	2
	Spikerz Vending - Spicy Cracker Bites (Ranch)	0.90	26	100	25	27.00%	3	0	0%	0	160	16	2	0	1	2
	Appleways Apple Soft Oatmeal Bars	1.20	34	140	40	28.93%	4.5	1.5	10%	0	80	24	2	0	9	1
	Appleways Chocolate Chip Soft Oatmeal Bars	1.20	34	130	35	27.69%	4	1	7%	0	75	24	2	0	9	1
	Appleways Strawberry Soft Oatmeal Bars	1.20	34	140	35	25.71%	4	1.5	10%	5	85	24	2	0	9	1

Opt-Out: Not Defined



FitPick® Product List

Snack Requirements (per package): ≤ 250 calories, ≤ 10 g fat\*, ≤ 3 g saturated fat, 0 g trans fat, ≤ 230 mg of sodium, ≤ 20 g of sugar\*\*

\*Nuts and seeds are exempt from the total fat criteria due to their fiber, vitamin E and better fat content. These items must still meet the criteria for sodium and calories\*\*unsweetened dried fruit exempt. Note: the values listed are the upper limit and as calories decrease, the allowances for fat and sugar decrease accordingly.

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Food Should Taste Good (General Mills)	Tortilla Chips- Multi Grain	1.50	42	210	90	38.57%	9	1	4%	0	120	27	4	0	2	5
	Tortilla Chips- Sweet Potato	1.50	42	210	90	38.57%	9	1	4%	0	120	28	3	0	3	5
	Tortilla Chips- Jalapeno	1.50	42	210	90	38.57%	9	1	4%	0	210	27	3	0	0	5
	Tortilla Chips- Olive	1.50	43	210	90	38.57%	9	1	4%	0	210	28	3	0	0	3
Flowers Bakery	Mountain Grain & Fruit Bar Apple Cinnamon	1.30	37	150	35	21.00%	3.5	0	0%	0	125	27	2	0	12	1
	Mrs. Fehsly's Chocolate Chip Cookie Bar	1.50	43	190	60	33.16%	7	1.5	7%	<5	90	30	2	0	14	3
	Mrs. Fehsly's Oatmeal Raisin Cookie Bar	1.50	43	180	60	30.00%	6	1	5%	10	160	29	2	0	13	3
Frito Lay and Quaker (PepsiCo)	BAKED! CHEETOS w/ Calcium Crunchy	0.88	25	120	120	33.75%	4.5	0.5	4%	0	200	17	2	0	<1	<1
	BAKED! CHEETOS w/ Calcium Ramin Hot	0.88	25	120	120	33.75%	4.5	0.5	4%	0	190	18	2	0	0	<1
	BAKED! LAY'S BBQ	0.88	25	110	110	20.45%	2.5	0	0%	0	190	19	2	0	2	2
	BAKED! LAY'S Regular	0.88	25	100	100	13.50%	1.5	0	0%	0	115	20	2	0	2	2
	BAKED! LAY'S Sour Cream & Onion	0.88	25	110	110	24.55%	3	0	0%	0	190	19	2	0	3	2
	BAKED! DORITOS Nacho Cheese	0.75	21	90	90	30.00%	3	0.5	5%	0	179	16	2	0	<1	1
	BAKED! TOSTITOS SCOOPS Original	0.88	25	110	110	20.45%	2.5	0	0%	0	125	19	2	0	0	2
	BAKED! LAY'S REGULAR	1.125	32	130	20	13.65%	2	0	0%	0	150	26	2	0	2	2
	BAKED! LAY'S SOUTHWESTERN RANCH	1.00	28	120	30	22.50%	3	0.5	4%	0	160	21	2	0	2	2
	BAKED! LAY'S BBQ	1.125	32	140	31	22.50%	3.5	0.5	4%	0	220	24	2	0	4	2
	BAKED! LAY'S Sour Cream and Onion	1.125	32	130	28	22.50%	3.5	0.5	4%	0	190	21.1	1.8	0	4	1.8
	RF DORITOS Nacho Cheese	1.00	28	130	45	34.62%	5	0.5	3%	0	200	20	2	0	0	2
	RF DORITOS Cool Ranch	1.00	28	130	45	34.62%	5	1	7%	0	160	19	2	0	1	2
	RF DORITOS Spicy Sweet Chili	1.00	28	130	45	34.62%	5	0.5	3%	0	180	20	2	0	<1	2
	RF SMARTFOOD White Cheddar Popcorn	0.50	14	60	25	37.50%	2.5	0	0%	0	125	9	2	0	0	1
	ROLD GOLD Heartzels	1.00	28	120	10	11.25%	1.5	0	0%	0	200	23	2	0	1	2
	QUAKER SNACK MIX MID'S MIX	0.88	25	110	35	32.73%	4	1	8%	0	190	18	2	0	4	1
	HUMMUS CHIPS	0.80	23	100	40	36.00%	4	0	0%	0	130	13	3	0	1	2
	POPPED CHIPS	0.80	23	100	40	36.00%	4	0	0%	0	130	13	3	0	1	2
	CHIPS	0.80	23	100	35	36.00%	4	0	0%	0	170	17	1	0	2	1
	LIPS	1.55	44	200	60	27.00%	6	0.5	2%	0	130	32	5	0	7	3
	Quaker Chewy Peanut Butter Chocolate Chip (.84oz)	0.84	24	100	27	27.00%	3	1	2%	0	95	17	2	0	7	1
quaker fies also	0.84	24	90	20	27.00%	2	0.5	2%	0	80	19	1	0	7	1	
(.84oz) (* PB qualifies also)	0.84	24	90	20	27.00%	2	0.5	2%	0	80	19	1	0	7	1	
(.84oz)	0.84	24	90	20	27.00%	1.5	0	2%	0	80	19	1	0	7	1	
Fiber One Oats & Chocolate	Fiber One Oats & Chocolate	1.40	40	140	35	25.71%	4.0	1.5	10%	0	95	29	2	0	10	9
	Fiber One Oats & Peanut Butter	1.40	40	150	40	27.00%	4.5	2.0	12%	0	105	28	3	0	9	9
	Natures Valley Chewy Trail Mix/Fruit and Nut	1.20	35	140	35	25.71%	4	0.5	3%	0	100	25	3	0	14	1
	Nature Valley Granola Bar/Oats and Honey	1.50	42	190	60	28.42%	6	0.5	2%	0	160	29	4	0	12	2
	Natures Valley Crunch Peanut Butter	1.50	42	190	60	33.16%	7	1.0	5%	0	180	28	5	0	11	2

opt-out: Not Defined



FitPick® Product List

Snack Requirements (per package): ≤ 250 calories, ≤ 10 g fat\*, ≤ 3 g saturated fat, 0 g trans fat, ≤ 230 mg of sodium, ≤ 20 g of sugar\*\*

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General Mills	Nature Valley S&S Almond	1.20	35	160	60	39.38%	7	2.0	11%	0	150	22	0	0	12	2
	Nature Valley S&S Peanut	1.20	35	170	70	47.65%	9	2.5	13%	0	150	19	0	0	11	2
	Natures Valley Crunchy Granola/Apple Crisp	1.50	42	160	50	33.75%	6	0.5	3%	0	140	26	3	0	11	2
	Cinnamon Brown Sugar	1.87	53	230	70	31.30%	8	1.0	4%	0	190	35	4	0	13	4
	Berry	1.42	40	190	80	42.63%	9	3.0	14%	0	160	17	10	0	11	3
	Simply Chex Cheddar	0.92	26	110	25	36.00%	2.5	0.5	4%	0	135	20	2	0	4	2
	Simply Chex Chocolate Caramel	1.03	29	130	40	30.7	4.0	1.5	10%	0	70	22	2	0	8	2
	Simply Chex Strawberry Yogurt	1.03	29	120	25	20.80%	3	1	8%	0	55	23	2	0	6	2
	Team Cheerios - Strawberry Cereal Bar	1.42	40	150	30	18.00%	3	0.5	3%	0	90	30	2	0	9	2
	Hostess	Hostess Brands-Mini Muffins-Banana Walnut	2 oz.	57	220	80	14.00%	9	1	5%	35	150	31	3	18	< 1g
Keebler	Mango Pineapple Trail Mix (Unsalted)	1.50	28	120	45	37.50%	5	0.5	4%	0	15	18	2	0	13	1
	Raisins	1.00	28	80	0	0.00%	0	0	0%	0	0	22	<1	0	17	1
	Almonds (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	160	130	78.75%	14	1	6%	0	0	5	6	0	1	3
	Brown Sugar Granola Mix	1.25	35	150	45	30.00%	5	0	0%	0	60	24	3	0	8	3
	Original Unsalted Trail Mix (exempt from fat criteria due to Fiber, Vitamin E and better fat)	1.50	42	200	130	63.00%	14	1.5	7%	0	0	17	7	0	10	3
	Salted Cashews (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	160	120	78.75%	14	2.5	14%	0	80	9	5	0	1	1
	Salted Peanuts (exempt from fat criteria due to Fiber, Vitamin E and better fat content)	1.00	28	170	130	79.41%	15	2.5	13%	0	90	4	8	0	1	3
Kashi	Kashi® GOLEAN® Cereal-in-a-Cup	1.60	45	130	10	6.92%	1	0	0%	0	75	26	12	0	5	9
	Kashi® GOLEAN Crunch® Cereal-in-a-Cup	2.30	65	240	35	13.13%	3.5	0	0%	0	125	47	11	0	16	10
	Kashi® Heart to Heart® Honey Oat Cereal Cereal-in-a-Cup	1.40	40	140	20	12.86%	2	0	0%	0	100	31	4	0	6	6
	Kashi® Heart to Heart® Wild Blueberry Cereal Cereal-in-a-Cup	1.90	54	200	15	9.00%	2	0	0%	0	135	43	6	0	12	4
	Kellogg's FiberMax® Antioxidants Bar Chocolate Chip	1.20	36	120	40	30.00%	4	2	15%	0	55	26	2	0	7	9
	Kellogg's FiberMax® Antioxidants Bar Chocolatey Peanut Butter	1.20	36	120	45	37.50%	5	2.5	19%	0	65	24	3	0	7	9
	Nutri-Grain® Cereal Bar Apple Cinnamon	1.30	37	120	30	22.50%	3	0.5	4%	0	110	24	2	0	12	3
	Nutri-Grain® Cereal Bar Blueberry	1.30	37	120	30	22.50%	3	0.5	4%	0	110	24	2	0	12	3
	Nutri-Grain® Cereal Bar Raspberry	1.30	37	120	30	22.50%	3	0.5	4%	0	110	24	2	0	12	3
	Nutri-Grain® Cereal Bar Strawberry	1.30	37	120	30	22.50%	3	0.5	4%	0	125	24	2	0	11	3
	Special K® Bar Blueberry	0.81	23	90	15	20.00%	2	1	10%	0	85	18	<1	0	7	3
	Special K® Bar Chocolatey Drizzle	0.80	22	90	15	15.00%	1.5	1	10%	0	65	17	<1	0	6	3
	Special K® Bar Red Berries	0.81	23	90	15	15.00%	1.5	1	10%	0	85	18	<1	0	8	3
	Special K® Blueberry Pastry Crisp	0.88	25	100	20	18.00%	2	1	9%	0	80	20	1	0	7	<1



FitPick® Product List

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Kellogg's	Special K® Strawberry Pastry Crisp	0.88	25	100	20	18.00%	2	1	9%	0	80	20	1	0	7	<1
	Austin® Zoo Animal Crackers	1.00	28	120	15	15.00%	2	0	0%	0	85	23	2	0	6	0
	Kashi® GOLEAN® Chewy Bar Oatmeal Raisin	1.90	55	190	40	21.32%	4.5	2.5	12%	0	105	33	10	0	19	5
	Kashi® TLO® Chewy Granola Bar Honey Almond Flax	1.20	35	140	45	32.14%	5	0	0%	0	105	19	7	0	5	4
	Kashi® TLO® Chewy Granola Bar Peanut Butter	1.20	35	140	45	32.14%	5	0.5	3%	0	85	19	7	0	5	4
	Kashi® TLO® Chewy Granola Bar Trail Mix	1.20	35	140	45	32.14%	5	0.5	3%	0	85	20	8	0	6	4
	Street® Island Fruit Co.™ Fruit Strip Autumn Apple	0.74	21	70	0	0.00%	0	0	0%	0	10	16	0	0	14	2
	Street® Island Fruit Co.™ Fruit Strip Harvest Grape	0.91	26	90	0	0.00%	0	0	0%	0	5	21	0	0	16	2
	Special K® Cracker Chips Cheddar	0.87	25	90	20	25.00%	2.5	0	0%	0	190	18	2	0	1	2
	Special K® Cracker Chips Sea Salt	0.87	25	90	15	20.00%	2	0	0%	0	190	19	2	0	0	3
	Special K® Cracker Chips Sour Cream & Onion	0.87	25	90	20	25.00%	2.5	0	0%	0	190	19	2	0	1	2
	Special K® Cracker Chips Southwest Ranch	0.87	25	90	20	20.00%	2	0	0%	0	190	19	2	0	1	2
	Special K® Cracker Chips Honey BBQ	0.87	25	90	20	20.00%	2	0	0%	0	180	19	1	0	2	2
	Special K® Popcorn Chips Sweet & Salty	0.77	22	90	15	20.00%	2	0	0%	0	85	18	1	0	2	0
Kind	KIND BARNUT DELIGHT™	1.40	40	210	150	47.14%	11	1.5	6%	0	15	20	5	0	11	4
	KIND BARFRUIT & NUT DELIGHT #1	1.40	40	180	100	80.00%	16	2	10%	0	10	14	7	0	5	4
	KIND BARFRUIT & NUT DELIGHT W/ Yogurt*	1.40	40	210	110	51.43%	12	3.5	15%	0	20	25	4	0	17	4
	Kind Bar, Cranberry Almond*	1.40	40	190	110	61.58%	13	1.5	7%	0	20	20	3	0	12	3
Kraft	PLANTERS Honey Roasted Peanuts Dry Roasted (exempt from fat criteria due to fiber, Vitamin E and better fat content)	1.00	28	160	110	73.13%	13	2	11%	0	115	7	6	0	4	2
	PLANTERS Salted Peanuts (exempt from fat criteria due to fiber, Vitamin E and better fat content)	1.00	28	170	130	74.12%	14	2	11%	0	115	5	7	0	1	2
Mrs. May's	TROPICAL TRO BAR	1.20	35	170	100	18.00%	12	1.5	9%	0	45	15	5	0	6	2
	APPLE FREEZE DRIED FRUIT CHIPS	0.35	10	38	0	0.00%	0	0	0%	0	0	9	0	0	7	1.5
	PINAPPLE FREEZE DRIED FRUIT CHIPS	0.35	10	38	0	0.00%	0	0	0%	0	1	9	0	0	7	1
	STRAWBERRY FRUIT CHIPS	0.35	10	38	0	0.00%	0	0	0%	0	0	9	1	0	4	2
	POM-RASPBERRY CRUNCH	2.00	28	149	78	13.00%	9	2	10%	0	49	13	4	0	6	5
Mars	Snickers Marathon Energy Chocolatey Peanut	1.94	55	210	70	34.29%	8	3	13%	0	200	26	13	0	15	5
	Almond	1.55	44	150	40	27.00%	4.5	2	12%	0	125	22	10	0	10	7
	Snickers Marathon Crunchy Chocolate Crisp	1.94	55	140	35	25.71%	4	1.5	10%	0	90	22	5	0	10	3
	Snickers Marathon Crunch Multigrain	1.94	55	140	40	28.93%	4.5	1.5	10%	0	80	21	5	0	10	5



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McCoo	FS Original Granola Sleeve	1.25	35	150	35	6.00%	4	0.5	3%	0	115	26	3	0	8	3
	FS Rig Bars	1.50	43	160	25	5.90%	3	1	5%	0	100	32	1	0	18	1
	FS Apple Cinnamon Fruit & Grain Bars	1.38	39	150	30	5.00%	3.5	1	5%	0	70	28	1	0	16	1
	FS Totally Apple Cinnamon Bars	1.21	35	140	35	6.00%	4	1.5	8%	0	110	25	2	0	10	4
	FS Strawberry Fruit & Grain Bars	1.38	39	150	30	5.00%	3.5	1	5%	0	70	28	1	0	16	1
Medora Snacks	PopCorners Kettle	1.10	32	140	35	25.71%	4	0	0%	0	110	23	2	0	3	<1
	PopCorners Sea Salt	1.10	32	140	30	22.80%	3.5	0	0%	0	180	22	2	0	0	0
	PopCorners Cheesy Jalapeno	1.10	32	150	50	36.00%	6	0.5	3%	0	135	19.2	2.6	0	1	<1
	PopCorners Caramel	1.10	32	130	40	31.15%	4.5	0.5	3%	0	60	24	3	0	2	<1
Mondelez	TEDDY GRAHAMS Graham Snacks CHOCOLATE	0.74	21.0	90	30	30.00%	3.0	1.0	10%	0	125.0	15.0	1.0	0	5.0	1.0
	CHIPS	0.80	22.0	100	25	27.00%	3.0	0.0	0%	0	230.0	16.0	2.0	0	2.0	1.0
	MIX	0.80	22.0	100	25	27.00%	3.0	0.5	5%	0	200.0	16.0	2.0	0	2.0	1.0
	100 CALORIE PACKS HONEY MAID BAKED SNACKS CINNAMON ROLL	0.74	21.0	100	30	27.00%	3.0	1.5	14%	0	120.0	16.0	1.0	0	6.0	0.0
	Chocolate Chip Snacks	0.81	23.0	100	25	27.00%	3.0	0.5	5%	0	140.0	18.0	1.0	0	7.0	1.0
	NEWTONS FRUIT CRISPS SNACKS MIXED BERRY	1.00	28.0	110	15	16.36%	2.0	0.0	0%	0	95.0	22.0	1.0	0	9.0	0.0
	TEDDY GRAHAMS Graham Snacks CINNAMON	1.00	28.0	120	35	30.00%	4.0	0.5	4%	0	90.0	21.0	2.0	0	7.0	1.0
	Wafer Snacks THIN CRISPS	0.81	23.0	100	20	18.00%	2.0	0.0	0%	0	150.0	19.0	1.0	0	8.0	1.0
	Crisps SHORTBREAD	0.74	21.0	100	30	27.00%	3.0	1.5	14%	0	120.0	16.0	1.0	0	6.0	0.0
	BelVita Golden Oat Breakfast Biscuit	1.76	50	230	80	31.30%	8	0.5	2%	0	220	35	4	0	11	3
	BelVita Blueberry Breakfast Biscuit	1.76	50	230	70	31.30%	8	0.5	2%	0	220	36	4	0	13	3
	BelVita Soft Baked Mixed Berry Single Serve	1.76	50	190	60	33.16%	7	0.5	2%	0	160	32	3	0	10	5
	Serve	1.76	50	200	60	31.50%	7	1	5%	0	160	33	3	0	10	5
Honey Maid Lil' Squares	1.06	30	130	25	20.77%	3	0	0%	0	150	24	2	0	8	2	
Mr. Nature	Raisins	1.00	28	90	0	0.00%	0	0	0%	0	7	20	1	0	20	2
	Unsalted Trail Mix (exempt from fat criteria due to fiber, Vitamin E and better fat content)	1.10	29	130	60	48.46%	7	1	7%	0	10	14	5	0	5	2
	Salted Almonds (exempt from fat criteria due to fiber, Vitamin E and better fat content)	1.00	28	170	110	63.53%	12	1	5%	0	40	7	7	0	1	3
	Salted Cashews (exempt from fat criteria due to fiber, Vitamin E and better fat content)	1.00	28	165	100	60.00%	11	4	22%	0	94	9	6	0	1	3
	Happy Trail Mix	1.50	42	195	90	41.54%	9	3	14%	0	82.5	22.5	4.5	0	19.5	1.5
Unsalted Trail Mix (exempt from fat criteria due to fiber, Vitamin E and better fat content)	1.75	50	210	90	47.14%	11	2	9%	0	18	23	7	0	7	2	

Opt-Out: Not Defined

To:

From:

03/24/15 11:46 AM

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Home › Nutrition & Science › Calories Count › Backgrounder

## Calories Count Backgrounder

You can read more about the *Calories Count™ Beverage Vending Program* by reading our backgrounder:

### NEW "CALORIES COUNT™" BEVERAGE VENDING PROGRAM PROVIDES MORE CHOICE AND INFORMATION

America's beverage companies continue to deliver for consumers in communities across America. By delivering more beverage choices, smaller portions, fewer calories and clear calorie labels, our companies are making it easier for consumers to choose the drink that is right for them and their families.

Building upon previous industry initiatives, America's leading beverage companies will work with Chicago Mayor Rahm Emanuel and San Antonio Mayor Julián Castro to launch a new *Calories Count™ Beverage Vending Program*. This vending machine program provides clear calorie information, encourages lower-calorie beverage choices and reminds consumers that calories count in all the choices they make. The *Calories Count™ Beverage Vending Program* will be launched in municipal buildings in the cities of Chicago and San Antonio beginning in 2013 and then made available to customers nationwide.

Under the *Calories Count™ Beverage Vending Program*, The Coca-Cola Company, Dr Pepper Snapple Group and PepsiCo will work with government leaders, food service operators, vending companies and other customers to:

- Increase availability of lower-calorie beverages in vending machines;
- Display a "Calories Count™" vending snipe on the front of beverage vending machines reminding consumers to consider calories in their beverage choices with messages such as "Check then Choose" and "Try a Low-Calorie Beverage"; and
- Add calorie labels to the selection buttons on beverage vending machines to show calorie counts per beverage container.



Home > Nutrition & Science > Clear on Calories

## Clear on Calories

### Calorie Information at Your Fingertips

America's beverage companies are putting new labels on the front of every can, bottle and pack we produce – making it easier to choose the drink that's right for you. This is all part of our Clear on Calories initiative, announced in February 2010 in support of First Lady Michelle Obama's "Let's Move!" anti-obesity campaign.

Consumers across America are seeing these labels arrive on the front of their favorite beverages, as Clear on Calories arrives in stores. This is yet another way that the beverage industry is helping consumers make informed choices as part of an active, healthy lifestyle.

### Praise for Clear on Calories:

"In fact, just today, the nation's largest beverage companies announced that they'll be taking steps to provide clearly visible information about calories on the front of their products – as well as on vending machines and soda fountains. This is exactly the kind of vital information parents need to make good choices for their kids."

–First Lady Michelle Obama, as noted in her speech announcing the launch of "Let's Move!" (Feb. 9, 2010)

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