

## Addendum No. 1

### Request for Proposals (RFP) No. 16-36 FOOD SERVICE FOR ROCKDALE COUNTY JAIL

November 7, 2016

RFP No. 16-36 is hereby amended as follows:

1. Below is a question received and an answer:

Question: I am requesting a copy of the current Rockdale County Jail food service contract that is in place. Please email me the contract is possible.

Answer: See attached

2. All other conditions remain in full force and effect.
3. If a proposal has been submitted and anything in this Addendum causes the bidder to change the item offered or to increase or decrease the proposal price, the new price and/or changes will be inserted below:

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4. All proposers under this RFP are kindly requested to acknowledge receipt of this Addendum on page 35, Part II of the Proposal Form.

*Tina Malone*

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Tina Malone, CPPB CPPO  
Procurement Officer  
Department of Finance, Purchasing Division

## AGREEMENT FOR PROVISION OF MEALS

## FOR THE COUNTY OF ROCKDALE, GEORGIA

THIS AGREEMENT is made this 27<sup>th</sup> day of December, 2011, with an effective date of January 1, 2012, by and between the County of Rockdale, having its place of business at 958 Milstead Avenue, Conyers, Georgia (hereinafter referred to as "County") and ABL Management, Inc., having its principal place of business at 11224 Boardwalk, suite B-1-5, Baton Rouge, LA 70816 (hereinafter referred to as "ABL").

## WITNESSETH:

1. **GRANT:** The County and ABL hereby agree that ABL shall provide meals for the inmates, staff and visitors of the County Jail (the "Jail"), which shall include the furnishing of nutritious, wholesome and palatable meals in accordance with the terms of this Agreement. The meals shall meet all nutritional standards imposed by the U.S. Bureau of Prisons, the American Correctional Association Standards and any standards required by federal, state or local laws and regulations.
2. **OPERATIONAL RESPONSIBILITIES:**

- A. **Facilities and Equipment:** The County agrees, at its expense, to provide ABL with adequate preparation kitchen facilities at the Jail, completely equipped and ready to operate with adequate heat, lighting, ventilation and all other utilities. The County will provide local intercom business telephone service to the contractor at no charge. This telephone shall be used only for local service for personal and other non-business related calls or long distance calls, a separate telephone not connected to the Jail System shall be installed at ABL's expense.

The County will furnish building maintenance services for the premises and shall make all kitchen equipment repairs. The County will furnish and maintain an adequate inventory of service ware, glassware, pots, pans and utensils at the Jail. ABL Management, Inc. shall purchase and maintain an adequate supply of Plastocon trays, and reusable plastic cups.

- B. **Food Products and Supplies:** ABL shall purchase and pay for all food products and supply inventory required to furnish the meals provided for hereunder. The products purchased for use in the meal preparation facilities will remain the property of ABL.
- C. **Sanitation:** ABL will be responsible for cleaning and housekeeping in the food preparation, service and storage area and will, on a continuing basis, maintain high standards of sanitation, in accordance with federal, state and local laws and regulations.

ABL shall meet all County sanitary standards and codes for meals preparation.

The County will be responsible for extermination services and removal of trash and garbage from the designate trash collection areas.

- D. Personnel: ABL shall provide expert administrative, dietetic, purchasing equipment consulting, personnel advice and supervision to meet all Jail, religious and medical food related requirements. All such personnel will be employees of ABL.

The county retains the right to thoroughly investigate any current or prospective ABL employees assigned to the Jail. Such employees must pass a security clearance and submit to activity control by the County. No ABL employee will be permitted to work in the facilities without clearance from the County.

- E. Equal Employment Opportunity: ABL agrees that it shall not discriminate against any employee or applicant for employment, hire, tenure, terms conditions or privilege of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status or other criteria made illegal by state or Federal Law or County policy. In addition, ABL agrees to take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to the criteria listed above. Any breach of this provision may be regarded as material breach of this Agreement.
- F. Health Examinations: ABL shall cause its employees assigned to duty on the Jail premises to submit to periodic health examinations at least as frequently and as stringently as required by law, regulation and policy, and to submit satisfactory evidence of compliance with all health laws, regulations and policies to the County upon request.
- G. Insurance: ABL shall furnish to the County a certificate of insurance in a form acceptable to County, certifying that ABL carries Worker's Compensation and General Comprehensive (including product liability insurance affording coverage for both bodily injury and property damage) in such amounts as are acceptable to the County.
- ABL agrees to protect, indemnify, save and hold harmless the County, its officers, directors and employees against any and all claims, cause of actions, demands or losses arising out of any negligent acts or omissions by ABL in connection with ABL performance of this Agreement.
- H. Statutes: It is mutually agreed that each party hereto will comply with all federal, state and local laws, statutes, lawful ordinance, regulations and requirement applicable to their activities hereunder. The County will provide adequate physical security at all times for ABL employees, suppliers, management and other authorized visitors.
- I. Return of Equipment: ABL shall return to the County at the expiration of this Agreement, the kitchen premises and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire,

flood or other disaster, and except to the extent that said equipment may have been stolen by persons other than employees of ABL without negligence on the part of ABL or its employees.

- J. License Fee, permits and Taxes: ABL shall secure and pay all Federal, State and local licenses, permits and fees required for the preparation of the meals, provided hereunder. During the period of this Agreement, it is deemed by taxing authorities that all or a portion of the services provided hereunder are subject to a sales or similar tax which has been collected by ABL, such taxes as then or as may be assessed will be the responsibility of the County and the County agrees to reimburse ABL therefore.

3. **FINANCIAL AGREEMENTS AND TERMINATION;**

- A. ABL shall submit to the County on the first day of every week, for the preceding week, an invoice for meals provided hereunder. The price per meals, utilizing inmate labor for sanitation, delivery of meals, traying up meals, and pitting up stock is as follows and shall be guaranteed for one (1) year:

<u>Inmate Population</u>	<u>Price per Meal</u>
376-400	.850
401-425	.838
426-450	.828
451-475	.819
476-500	.811
501-525	<b>.804</b>
526-550	.798
551-575	.792
576-600	.786
601-625	.781
626-650	.776
651-675	.772
676-700	.768
<b>Double</b>	<b>1.09879 (1.10)</b>
<b>Entrée/Beverage (Inmate Workers)</b>	
<b>Snack</b>	<b>.30879 (.31)</b>
<b>Officer Meals</b>	<b>1.50879 (1.51)</b>

- B. ABL will also provide the following for the price per meals listed:
  1. A Meal Preparation Director and four (4) full time cook/supervisors needed to provide the meals hereunder. These personnel will be Serve Safe Certified.
  2. Payment of all fringe benefits for the ABL employees:
  3. Payment of all permits, license and insurance costs:
  4. Uniforms and name tags for all ABL employees;

5. Purchase of all food products and other suppliers required to provide the meals hereunder; and ,
6. Preparation and serving of proposed menu to staff, inmates and visitors of the Rockdale County Jail.

Cancellation of this Agreement may be instituted by either party giving written notice a minimum of ninety (90) days prior to the requested termination date. This Agreement is for one (1) year, and with the agreement of both parties may be automatically be renewed for four (4) additional one (1) year periods, renewable each year. The bid prices remain in effect for at least the first two years of the contract. The annual increase will be based on the Consumer Price Index.

Unless notice is provided no later than December 1 of the calendar year in which the contract would expire, the contract will automatically renew pursuant to the terms and conditions stated herein.

- C. ABL shall invoice the County on the first day of every week for the preceding week. The County shall remit payment within thirty (30) days after receipt of invoice. Such Payment shall be sent to:

ABL Management, Inc  
Post Office Box 95359  
New Orleans, LA 70195-5359

- D. ABL agrees to provide additional meals as mutually agreed upon at prices mutually agreeable.
- E. ABL agrees to make the fullest use of the USDA donated commodities when they are available, wholesome and appropriate for menu purposes.

ABL reserves the right to refuse acceptance of any commodities which are contaminated or in excessive amounts.

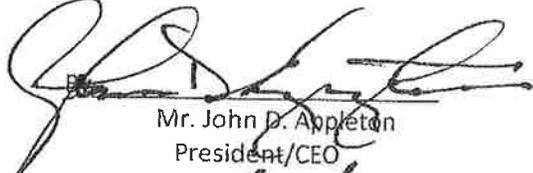
The utilization of USDA donated commodities and subject to the following requirements:

1. ABL will properly handle, store and prepare all commodities
2. A weekly inventory shall be taken of all commodities by ABL. The reports shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity lost due to spoilage, theft or shrinkage and the balance at the end of the week.
3. Commodities received will be used solely for the benefit of those people in the Jail.
4. ABL shall credit to the County's weekly invoice the USDA market value of each commodity item used for the week, less shipping and handling charges actually incurred.

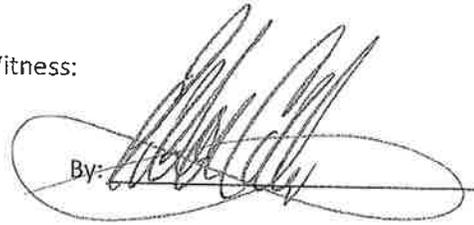
5. All commodity records, including inventory, offering forms and commodity receipts, will be kept by ABL for a period of not less than one (1) year from the close of the fiscal year to which they pertain at the Jail kitchen or at ABL's office in Baton Rouge, Louisiana. At the end of the contract year, commodity records will be turned over to the County.
4. **ACCESS AND RECORDS:** ABL shall keep full and accurate accounts of sales and meal count records in connection with the meals covered by this Agreement. All such records shall be retained by ABL for a period of two (2) years at ABL's Corporate Office in Baton Rouge, Louisiana, and may be audited by the County at any time during regular working hours.
5. **MUTUAL CONSENT TO CHANGE OF DUTIES:** The duties of ABL may be changed from time to time by the mutual consent of the parties hereto. Any such change of duties shall be documented in writing and sign by both of the parties hereto. Notwithstanding and such change, the duties of ABL shall be constructed as continuing under this Agreement as modified.
6. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective between ABL and the County upon the date of the signing of the last signature of the parties signing this document. However, the actual one-year term of this Agreement shall not begin to run until the first day ABL begins proving meals at the Jail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, the day and year first above written.

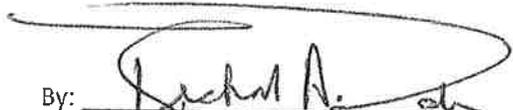
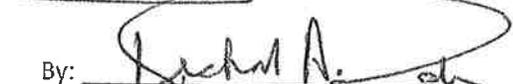
ABL MANAGEMENT, INC

  
Mr. John D. Appleton  
President/CEO  
12/27/11  
Date

Witness:

  
By:   
12/27/11  
Date

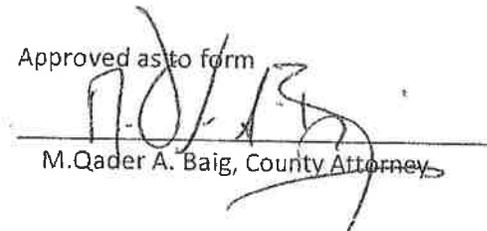
COUNTY:

  
By:   
Mr. Richard A. Oden  
Chairman Board of Commissioners  
1-3-12  
Date

ATTEST:

  
By:   
Jennifer O. Rutledge, County Clerk  
1-3-2012  
Date

Approved as to form

  
11-01-11  
M. Qader A. Baig, County Attorney