

**CONCESSIONS AND CATERING
MANAGEMENT SERVICES
RFP 08-21-14**

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Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85132

NOTICE OF REQUEST FOR PROPOSAL

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: **CONCESSIONS AND CATERING MANAGEMENT SERVICES**

Contract Type: RFP

Contract Period: INITIAL TERM (2 YEARS)
NOVEMBER 18, 2009 – NOVEMBER 17, 2011
OPTION YEAR ONE:
NOVEMBER 18, 2011 – NOVEMBER 17, 2012
OPTION YEAR TWO:
NOVEMBER 18, 2012 – NOVEMBER 17, 2013
OPTION YEAR THREE:
NOVEMBER 18, 2013 – NOVEMBER 17, 2014

Pre-Submittal Conference N/A

Questions Due: SEPTEMBER 24, 2009 BY 12:00 NOON

Solicitation Due Date: OCTOBER 13, 2009 BY 2:00 PM ARIZONA TIME

Number of Copies Required: ONE ORIGINAL AND 4 COPIES

Solicitation Opening Date: OCTOBER 13, 2009 AT 2:15 PM

Solicitation Opening Location: 31 N PINAL ST, BLDG A
FLORENCE, AZ 85232

Procurement Officer Contact Name: LORINA GILLETTE

Telephone: (520) 866-6639

Fax: (520) 866-6661

E-mail: lorina.gillette@pinalcountyaz.gov



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AUTHORIZATION

In accordance with the Pinal County Procurement Code, Offers for the goods or services specified will be received by the **Pinal County Finance Department**, at the location specified on Page 1, until the time and date cited. Offers received by the correct time and date shall be opened and:

Invitation Type	Information Read Aloud at Public Opening Ceremony
IFB	Responder's name and the total contract price
RFP, SOQ	Responder's Name

All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please contact the Procurement Officer listed on the front page. Offers shall be in the actual possession of the Finance Department at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered.

Offers must be submitted in a sealed envelope/box with the solicitation number and Responder's name and address clearly indicated on the outside of the envelope/box(es). All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

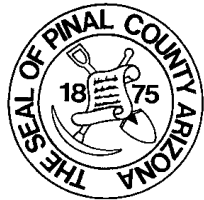
DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Pinal County Procurement Code – Articles 1 through 13 – is available at:
<http://pinalcountyaz.gov/Departments/Finance/Pages/Home.aspx>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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INTRODUCTION:

Pinal County (PINAL) is seeking qualified companies or individuals to submit proposals to provide concession services and manage the catering services at the Pinal County Fairgrounds (PCF). The selected firm will be responsible for providing all food and beverage concession services (including alcoholic beverages) at the PCF, and for managing PCF's catering program. The Contractor's catering rights will be exclusive.

A Pre-Proposal Conference and Walk-Through is planned in order to allow prospective Offerors an opportunity to tour the site and view the planned facilities. This Conference will begin at 10:30am MST on September 17, 2009. Attendees will park and assemble at the Fairgrounds Conference Room, 512 S. Eleven Mile Corner Rd., Casa Grande, AZ 85194 and will tour the site. Since this is a walking tour, please wear comfortable shoes. If any ADA accommodation is required for the walk through, please notify Lorina Gillette, Buyer, at the telephone number on page one at least 48 hours in advance. While attendance is not mandatory, this will be the only opportunity to view the proposed facilities. There will be no separate tours offered at other dates or times.



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STATEMENT OF WORK

A-1 BACKGROUND

The Pinal County Fairgrounds (PCF) is managed, maintained, marketed, and operated by Pinal County. The PCF is a County facility that is rented out to the community for various special events. The PCF is home to the Pinal County Fair and the Pinal County Fiddlers Show. The Fairgrounds consists of 4 buildings accommodating 25 -1,000 people; conference room; kitchen; cantina; 3 bars; stage; barns; livestock pens; horse show arena and riparian island with picnic area. The complex sits on 120 acres bounded by county and private lands. The following is a high level overview of the Pinal County Fairgrounds facilities. Additional details and layout information is available from the site plans, which are attached:

- The site includes:
 1. Building 1 (46 X 100) accommodates 250.
 2. Building 2 (44 X 80) accommodates 200.
 3. Building 3 (19 X 64) accommodates 100.
 4. Building 4 (100 X 300) accommodates 500-1000.
 5. Conference Room accommodates 25.
 6. Kitchen (Serving approximately 1700)
 7. Cantina accommodates 30

The Contractor may propose additional portable points of sale.

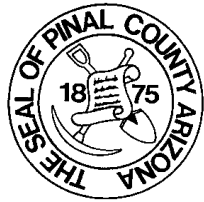
The Contractor will be expected to make every effort to increase gross receipts through an aggressive marketing plan, and PINAL makes no representation as to the potential value of the awarded Agreement.

The following information is provided for information purposes, and while based on a good faith estimate, PINAL offers no warranties, either expressed or implied, as to accuracy or reliability. Failure of the PCF to meet the projections does not relieve the Contractor from its obligation to comply with the resulting Agreement.

Event and Attendance Projections

Event attendance ranges from 100 – 1,000

Privately Booked Events include: reunions, quincenaras, weddings, wedding receptions, RV rallies, corporate events, international organizations annual meetings/dinners/fundraisers



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Major Annual Events include:

Pinal County Fair: average attendance of 7,000-10,000

Fiddlers Festival: average attendance of 4,000-7,000

Food Service equipment inventory provided by PINAL:

Kitchen (all stainless steel):

- 6 burner stove with a 4 burner grill
- Double ovens (1)
- Fryers (2)
- Radiant Bar-b-que grill (1)
- Working Counters (32')
- Commercial Sinks (1-set)
- Commercial Microwave (1)
- Commercial Reach-In Refrigerator/Freezers (2)
- Sandwich prep serving refrigerator (1)
- Power capacity for 12 larger cookers.
- Large Pantry with shelves
- Hook up for Ice Machine
- ICEBOX for bagged ice (1)
- Doesn't include dishwasher

Cantina:

- Dry beer and beverage bar

Other:

- Portable Dry Bars (2)
- Beer Barn with Dry Bar and Walk-In Cooler for alcohol/beverage storage (1) and outside seating area

B-1 SCOPE OF THE AGREEMENT, EXCLUSIONS

The RFP is designed to allow the Offeror the greatest degree of creativity in meeting the requirements of the PCF, its patrons and constituent groups. The Agreement between PINAL and the Contractor will be designed to provide a



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commission-based fee structure for the management of the food and beverage service operations.

The Concessions Agreement shall be for the rights to sell products of a food and beverage nature, including alcoholic beverages in designated areas throughout the PCF site. The Contractor shall be authorized by PINAL to use its liquor license at the PCF facility as further described herein.

The Concessionaire will be authorized to select eligible catering services to work at PCF. Such shall be exclusive in nature except as described below:

- PINAL reserves the right to contract with sources other than the Contractor for events sponsored by Pinal County. The Contractor will manage catered events not managed by PINAL or other designees of PINAL.
- PINAL wishes to maintain the ability for smaller groups (under 100 attendees) to furnish/bring their own food to events at PCF, however, all beverages, whether alcoholic or not, will be provided by the Contractor.
- Parties renting PCF facilities for weddings or other events where specialty cakes are required may use sources other than the contractor for cakes.
- The Contractor shall work cooperatively with parties who need specialty foods (ethnic, special diet, etc.) to meet their needs, including allowing the renter to furnish their own food as may be appropriate.

PINAL shall be responsible for programming all events at the PCF that will require the services of the Contractor. Any programming offered by the Contractor utilizing PCF facilities may be allowed or denied at PINAL's sole discretion, and if allowed, will be incorporated into the official calendar of events.

The printing of programs and sales of merchandise, including event-related merchandise (other than food and beverages) are excluded from this Agreement.

PINAL shall have, and hereby reserves its rights, powers, and privileges to include but not be limited to the following:

- To establish and determine the kind and quality of food, beverages and other products and items to be sold by the Contractor at PINAL's facilities.
- To establish and determine the number of personnel to be used by the Contractor in the operation of the food and beverage service in order to provide an agreeable level of service.
- To establish and determine which products may be sold at particular events.



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- To ascertain and determine the acceptability of the services rendered, the manner of performance that arise as to the acceptable fulfillment of the Contractor of its obligations under this Agreement.
- To negotiate and retain all sponsorship rights including pouring rights.

C-1 EVALUATION PROCESS

The proposals will be evaluated based on an analysis of the Offeror's compliance with the following evaluation criteria. Points will be awarded based on how effectively the proposal satisfies the RFP requirements, based on the following percentages:

<u>Evaluation Criteria</u>	<u>Percentage of Points</u>
Offeror's qualifications, experience and references, including consideration of Health Department Scores achieved in other venues; reputation of the firm and its principles, operational experience, management ability; Offeror's financial condition and stability	35%
Method of proposed operation that will result in high levels of service and high quality products at reasonable prices. This will include a review of proposed products and menus.	30%
Financial proposal, including proposed commission and a creative marketing plan that will maximize revenue.	25%
Conformance to RFP Terms and Conditions	<u>10%</u>
Total	100%



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C-2 MINIMUM QUALIFICATIONS

PINAL shall determine, at its sole discretion, which Offerors have the basic qualifications to conduct the desired food and beverage concession service for the Pinal County Fairgrounds. Offerors are required to have satisfactory previous experience of no less than five (5) years in supplying food and beverage concessions services at a public assembly facility. This requirement can be met if one or more of the principals, partners or corporate officers have the equivalent experience while in a senior management position with another firm. The Offeror must demonstrate sufficient financial resources to provide the required performance bond and to furnish/equip the facility.

C-3 REQUIRED SUBMITTALS

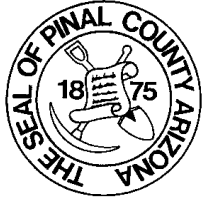
In order to be considered responsive, proposals must include the following documents and information. Information provided should be complete, informative and to the point. Offerors are requested to use the following outline when submitting their proposal.

Company Information

- Name, address, principle place of business, and telephone number of legal entity with whom the Agreement is to be written.
- Name, address, and telephone numbers of principle officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- Legal status of the Offeror (sole proprietorship, partnership, corporation) and year entity was established.
- Federal employer ID number.
- Name and phone number of primary contact

Experience and Financial Qualifications

- List the experience the Offeror has had in providing the type of professional food and beverage services described in this RFP. A minimum of five years experience is required. Provide a list of other facilities similar to PCF that Offeror serves or has served in the last five years. Include detailed information, e.g., name, address and telephone number of the facility, contact name, dates and length of time served, and nature of services provided.



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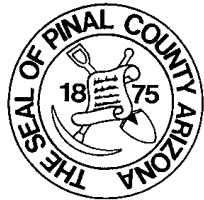
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- Provide a list and explanation of any concession or catering contract with your company that was not renewed, or was cancelled or revoked. Include contact names and phone numbers.
- Identify at least three firms from the above list of facilities that may be contacted as a reference. Include the name of the venue/contract, contact name and telephone number, type of operation (i.e. concessions, catering), and highest annual gross receipts the Offeror realized in this operation. Provide copies of the most recent health inspection reports for each referenced facility.
- Provide a list of at least three food and beverage supplier references.
- Include a clear statement indicating the Offeror's ability and agreement to begin full food and beverage operations within 45 days after award and no later than January 3, 2010.
- Provide audited financial statements for the two most recently completed fiscal years, including balance sheet, income statement and statement of cash flow.
- Provide information indicating the source and amount of financing required to fulfill the terms and conditions of these specifications.

Operational and Sales and Marketing

The Proposal must contain a comprehensive and creative Work Plan that demonstrates the Offeror's ability to accomplish work defined in this RFP. The plan must be in sufficient detail to convey the Offeror's understanding of the terms and conditions of this RFP, as well as their experience, knowledge and skills to enable them to perform as required. Specific areas to be included in the Work Plan must include:

- A start-up plan to demonstrate smooth and timely start-up for food and beverage operations at the PCF. The detail of this plan should be presented in both narrative form and detailed on a time line.
- A succinct description of why the Offeror is the best choice to manage the food service operations at the PCF. Incorporate your company's operating concept and philosophy.
- A description of the customer service and alcohol management training provided to employees who serve or dispense food or beverages.
- A complete organizational chart detailing all proposed management and operations positions, identifying which will be full time positions and which will be hourly positions. Include a proposed salary range for management



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positions and an overview of benefits available to executive, full and part time non-executive positions.

- An organizational chart of your firm indicating lines of authority for personnel involved in performance of this Agreement. Provide a resume or job description for the onsite event coordinator
- Provide a set of menus for various catered events (ie., wedding, Quiencenera, family reunion, graduation, banquet, etc.), including alcoholic beverages at the PCF. Include pricing, portion size where applicable and a listing of the minimum purchasing standards your company adheres to for all major food provisions

Financial Proposal

The Proposal shall indicate the proposed commission to be paid monthly to PINAL, based on monthly gross receipts (as defined in section D-10), in each of the following categories:

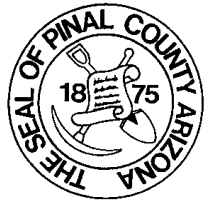
- Concession sales of food/beverage other than alcoholic beverages
- Catering/banquet food/beverage sales other than alcoholic beverages
- Alcoholic beverage sales
- Other (specify)

D-1 LAYOUT AND USE OF SPACE

PINAL is willing to consider the practical/reasonable use of the space available at the PCF for the purpose of food and beverage service operation. This approach provides many opportunities for creative uses of the buildings, grounds, and building areas.

With the ever-increasing demand of dates by community events, PINAL encourages the Contractor to maximize space utilization at the PCF by recommending use of the facility to potential clients. While the Contractor has no booking rights, PINAL will strive to be flexible and practical when scheduling in order to accommodate referrals from the Contractor, but PINAL shall retain control of the scheduling of all space in its facilities.

PINAL shall provide storage and commissary space for stock and equipment, including a limited amount of refrigerated space. This space will be provided at no charge to Contractor during the term of this Agreement. Currently, there is a kitchen and banquet facilities at the Pinal County Fairgrounds. Catered food may



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be prepared on-site if feasible or may be prepared offsite and brought onto the premises. Dishwashing and cleanup for catered events must also be performed. Caterers will be responsible for providing all linens, dishware, glasses and flatware for catered events. Concession food and beverages will be sold in disposable containers when applicable and authorized.

PINAL shall furnish, at its own expense, normal utilities required for food and beverage service operations, including electricity, gas, water and drainage service. PINAL shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying the said services, any temporary stoppage for the repair, improvement or enlargement thereof, or any act or condition beyond its reasonable control.

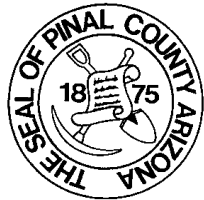
The location of all concession stands, whether temporary or permanent, and the location of storage space required by Contractor shall be approved in advance by PINAL. The Contractor shall acquire no rights to such locations once assigned, and PINAL reserves the right to require the Contractor to move temporary stands and equipment when other operational and event needs may require the use of such space.

PINAL hereby expressly reserves the right to install, operate or remove any and all equipment, whether furnished by PINAL or the Contractor, at any time during the term of this Agreement as deemed necessary and appropriate to meet public and safety security needs. Nothing herein contained shall be understood to limit or qualify PINAL's right to free and unobstructed use, occupation and control of the facilities covered by this Agreement, including ingress and egress for itself, its lessees and the public.

To protect PINAL's exclusive rights relative to the commercial advertising and sponsorship programs that may be implemented at PCF facilities and premises, the Contractor shall not make any alterations in or additions to, nor post or permit any signs upon any part of PCF premises advertising goods of any nature without PINAL's prior written approval.

PINAL's authorized representatives shall have the unrestricted right to enter upon and have access to all spaces occupied by the Contractor during the time events are in operation and at all times when the Contractor and its employees are present.

The Contractor shall not permit any injury or damage upon or to the facilities covered by this Agreement or to equipment and appurtenances. At the expiration of



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this Agreement, the Contractor shall leave the facilities covered by this Agreement, its equipment and appurtenances in at least the same condition as that in which they were at the commencement of services, less normal wear and tear, damage by fire, riots, and acts of God excepted.

The Contractor shall provide, at its own expense, all labor necessary to load and unload its product deliveries. Contractor's trained equipment operators will be allowed to use PCF material handling equipment, subject to availability, to perform the loading and unloading activity. The Contractor will indemnify PINAL for any liability, damage or risk exposure related to its employees' use of equipment owned by PINAL for such activity.

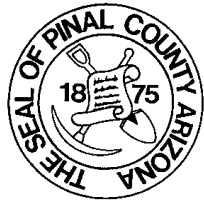
D-2 SITE IMPROVEMENTS / MAINTENANCE

The Contractor shall develop an effective and continuous energy management and conservation program for its operations throughout the term of the Agreement. While the majority of permanent fixtures and the major appliances are being provided by PINAL, the Contractor is required to provide, at its own expense, all furniture, fixtures or equipment not furnished by PINAL that may be necessary to provide the food and beverage services described herein. All Contractor provided furnishings, fixtures, and equipment must be consistent with the look and feel of the overall Pinal County Fairgrounds site. PINAL will have final approval rights over all site improvements proposed by the Contractor.

The Contractor, at its own expense, is responsible for maintaining the facilities and equipment used under the Agreement in good and operable condition. This includes maintaining all concession stands (permanent and portable), in good repair and operation during the term of the Agreement. Should the Contractor desire to make alterations to its work or office spaces, including but not limited to, painting, signage (electronic and static), electrical, telecommunications and plumbing work, such alterations must receive prior written approval from PINAL.

D-3 SALE OF ALCOHOLIC BEVERAGES **(Please see Exhibit A for applicable State Statute)**

The Contractor shall be authorized by PINAL to use its liquor license at the facility. The Contractor's use of PINAL's liquor license is limited to Pinal County Fairgrounds facilities and the Contractor shall not assign the liquor license permissive use. Contractor's authorization to use PINAL's liquor license shall terminate simultaneously with the expiration or termination of the Agreement. If



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required by local or state regulation, the Contractor shall obtain a privilege license permit at its own expense.

The authorization to sell alcoholic beverages shall be subject to the provisions of the Alcoholic Beverage Law of the State of Arizona and Pinal County. PINAL reserves the right to determine at which events alcoholic beverages may be sold, and may deny the right to sell alcoholic beverages in its sole discretion when deemed to be in its best interest to do so.

All Contractor employees who are responsible for selling or dispensing alcoholic beverages shall be of the minimum age required by Arizona law and shall be fully qualified under all applicable State regulations. All such employees must successfully complete and be able to demonstrate understanding of an alcohol beverage training program that teaches employees to recognize alcohol impairment and handle patrons who should be denied alcoholic beverages. The Contractor shall at all times exercise totally independent, prudent, reasonable, experienced and legal judgment in the serving of alcoholic beverages. The Contractor shall at all times use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverage to any individual shall be the sole responsibility of the Contractor. Please note security requirements in section D-11.

D-4 EQUIPMENT

The Contractor shall provide, at its own cost and expense, all portable, small ware and expendable equipment. The Contractor shall retain title to all such equipment furnished by it during the term of this Agreement. The Contractor shall, at its sole expense, keep its equipment and work area in good order and repair throughout the term of this Agreement, damage by accidental fire or other casualty excepted. The Contractor shall also maintain all equipment, fixtures, counters and bars used in performance of its duties in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear.

The Contractor is not obligated to make any repair that is occasioned by defective material or workmanship in the construction of the buildings or in the equipment installed by PINAL, and such repairs shall be made by PINAL at its own expense. PINAL shall maintain in good working order and repair all fixtures and equipment installed for the general supply of hot and cold water, heat, air conditioning, gas, and electricity.



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D-5 CLEANING

The Contractor shall be responsible for the regular cleaning of its onsite office and work spaces to insure a professional appearance is maintained at all times. The Contractor shall keep all storage and preparation areas used by the Contractor, its employees and subcontractors, in a neat, clean and sanitary condition during the term of this Agreement. All laws, ordinances and regulations of all governmental bodies pertaining to the operation of food and beverage serving establishments shall apply and be complied with at all times. The Contractor shall provide Material Safety Data Sheets (MSDS) for any chemicals stored on-site that are or may be used in the cleaning of office and work spaces.

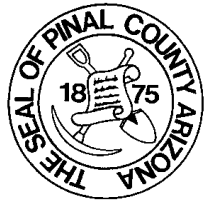
The Contractor is responsible for keeping all bars, equipment and small wares, either permanent or temporary, clean, polished and in good repair. The Contractor is responsible for cleaning spills caused by its staff and subcontractors. PINAL shall provide janitorial service in and for the public areas, but the Contractor shall be responsible for cleaning and maintaining its work areas, including pickup, cleanup and disposal of all litter for all work and/or preparation areas used in its operation.

All refuse and waste materials created by Contractor's operation shall be promptly disposed of after each event. The Contractor shall provide sufficient waste receptacles at all food service and preparation areas and make certain that these receptacles are serviced when necessary. The Contractor will provide, at no cost to PINAL, refuse, recycling and trash removal service and The Contractor shall be responsible for removing refuse, recyclables and trash from its operations. The Contractor agrees that all waste food will be kept in closed containers until removed from the facility.

PINAL shall provide or hire pest and vermin control services for all areas where food is prepared, dispensed or stored, plus all public areas, based on a schedule to be developed in consultation with the Contractor. The Contractor shall immediately notify PINAL in the event additional pest or vermin control services are deemed necessary in the Contractor's work areas.

D-6 FOOD SERVICE OPERATIONS

All food and beverage products provided for sale by Contractor shall be fresh, wholesome, of the highest quality and conforming to industry standards for food service operations in comparable facilities. The Contractor shall obtain all appropriate State and County licenses and certificates required for the provision of food service. Copies of any such licenses or certificates shall be provided to



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PINAL. The Contractor shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by the Pinal County Health Department or the State Board of Health, or which shall be contrary to the rules and regulations of any Federal or State authority or Pinal County.

All food and beverages offered for sale at the PCF shall be stored and handled with due regard for sanitation. Products shall conform to the quality, type, size, and weights as agreed upon and approved by PINAL. The Contractor shall comply with industry standards for beer, wine, and other alcoholic beverages regarding quality, quantity, storage and handling.

The Contractor shall have the appropriate food and beverage service areas open and in operation for a reasonable time before, during and after all events as determined necessary by PINAL. Unless specifically authorized by PINAL, no food or beverage service shall be in operation when there are no scheduled events. The Contractor shall properly staff each food and beverage service area to minimize customer wait time. PINAL shall have approval rights over the staffing at each food and beverage service location in the PCF facilities to insure that quality and timely service is provided for the benefit of PCF patrons.

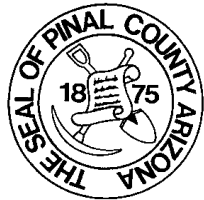
PINAL shall furnish all tables and chairs required for food and beverage service functions. The Contractor shall furnish, at its own expense, labor to move, set up and dismantle tables and chairs for all food and beverage functions.

The Contractor shall not interfere with the free distribution of food, beverages or any other items of any nature whatsoever, where PINAL has authorized such distribution. PINAL may authorize any person or organization, including the Contractor, to give away free samples. The Contractor is required to provide specialized or modified food and beverage operations for any event, as authorized by PINAL when deemed necessary or appropriate.

The Contractor shall, within two (2) months after signing the Agreement, develop a Food Service/Retail Operations Manual that is subject to approval by PINAL. The Manual is to set policy and procedures and establish minimum acceptable operational standards.

D-7 CONTRACTOR'S EMPLOYEES

The Contractor, at its own expense, shall employ and compensate the necessary number of employees required to properly perform its contractual obligations as defined in this Agreement. Employees shall be appropriately skilled, experienced



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and trained for their assigned duties. All food-handling employees shall possess a valid health certificate and exhibit same upon PINAL's request. PINAL shall have no liability for any of the specific provisions, modifications or termination of the Contractor's employment agreement with its employees.

Contractor's employees shall be neat and clean in appearance and courteous towards the patrons, the public and their fellow employees. Employees not adhering to these requirements will be immediately removed by the Contractor and will not be allowed to work at PINAL's facilities.

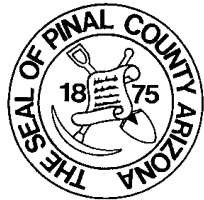
The Contractor agrees that all its employees will be admitted to the facility in accordance with regulations established by PINAL. The Contractor's employees shall be permitted to enter the facilities free of admission provided that the number of such employees shall be appropriate for the event. Contractor food and beverage service personnel shall be entitled to enter and remain on the premises during scheduled events for a reasonable time prior to and subsequent to the events.

All employees of the Contractor shall enter and leave via the entrance(s) so designated by PINAL. Only those employees actually working shall be permitted at ticketed events without charge, and any such employees observed by PINAL, at ticketed events in which they are not working may be removed by PINAL. At no time will the Contractor permit the free entrance of any person not an employee for such event or events, and no surplus of employees will be permitted for any event. PINAL reserves the right to forbid any individual from entering its facilities, other than as a patron, if PINAL considers such individual to be unsatisfactory or not in its best interest.

The Contractor's employees shall at all times reflect a professional appearance to include proper personal cleanliness and presentation (e.g., hair, clothing, etc). The Contractor's management and sales staff will be dressed in appropriate business attire. All food and beverage employees shall be neatly attired in uniforms provided by the Contractor at its own expense. The design of such uniforms shall be subject to PINAL's prior approval.

Drinking alcoholic beverages and/or the use of narcotic substances by employees of Contractor will not be tolerated, and infractions will cause immediate removal from PINAL facilities. PINAL reserves the right to have any employee of the Contractor removed or replaced.

All Contractor employees are required to wear a name identification tag at all times while at PINAL's facilities. At its own expense, the Contractor shall provide its



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employees with identification badges approved by PINAL. The Contractor shall develop an employee identification system for its temporary labor subject to PINAL's approval. The Contractor shall keep accurate employee records at all times, and such records shall be subject to inspection by PINAL.

PINAL shall provide designated parking for the Contractor's employees, and the Contractor agrees to require its employees to park in the designated area. PINAL does not guarantee that Contractor employee parking will be free.

The Contractor shall employ an onsite Event Coordinator during all events at the facility.

D-8 ETHICAL SALES STANDARDS

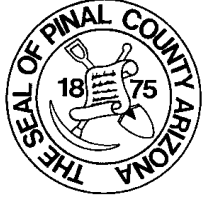
The Contractor will operate the spaces designated for the purpose of the sale of beverages, food, and confections in a manner for the convenience and safety of the public and performance companies during designated events and at such other times as shall be reasonably required by PINAL. All Contractor sales shall be conducted and operated within the rules and regulations as promulgated by PINAL or its duly authorized representative.

The public's right shall not be infringed upon by any activity of the Contractor, its employees or subcontractors. The Contractor's activities shall be to render service to the public in a dignified manner, using no undue pressure, coercion or persuasion in an attempt to influence the public to purchase or use the Contractor's services or products. The Contractor's activities shall in no way interfere with the orderly operation of any event.

D-9 PRODUCTS TO BE SOLD, PRICES

PINAL's goal, to maximize use of the PCF facilities, must be embraced by the Contractor. The Contractor shall support this goal by offering quality products and fair pricing, while refraining from anti-competitive or unethical sales practices. Accordingly, the Contractor recognizes that the quality of items sold and services performed is of the highest concern and is the essence of the Agreement. The Contractor's right to sell food and beverages, including alcoholic beverages, shall continue only to the extent that the Contractor maintains availability and quality consistent with other similar commercial venues.

All food, beverage products offered for sale by Contractor shall be subject to inspection and approval or rejection by PINAL's authorized representatives during



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all times that the catering service is in operation. Rejected products shall be immediately removed. Any article rejected by PINAL as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale. No imitation, adulterated, or misbranded article shall be sold or kept for sale.

PINAL reserves the sole right to grant advertising and sponsorship exclusivity from time to time for food, beverage and merchandise consumed or sold in its facilities. The Contractor shall not execute any supplier contracts for supplies applicable to PINAL's facilities, other than those cancelable on 30 days notice, without PINAL's written consent. Pursuant to the said exclusivity granting rights, PINAL reserves the final right to specify any or all of the Contractor's products to be supplied; provided however, that the Contractor shall, in its sole discretion, select the specific supply sources for such specified products.

The Contractor shall annually submit by March 1st, a comprehensive listing of all food and beverage products recommended to be sold by the Contractor for the upcoming County fiscal year (July 1 through June 30). Such listing shall include product size/quantity, brand and proposed retail pricing. Proper justification for pricing is to be provided that includes price and quantity comparison to other comparable food, beverage and merchandise operations in the Phoenix market area. Such list shall be subject to the review and approval, modification or rejection by PINAL's designated representatives, including any sponsors or firms with whom PINAL may have exclusive product agreements.

The Contractor shall propose food and beverage service that allows for competitive pricing, with service availability and capability for a 24 hour 365 days per year operation for all PINAL functions at all times to the extent convenient to the utilization of PINAL by its licensees, patrons and performers. Upon PINAL's review and approval, the new products and pricing will be implemented beginning July 1 of each new County fiscal year of operation. During each fiscal year period, PINAL's authorized representatives may permit changes to the list of products offered for sale and/or their pricing if the Contractor provides justification acceptable to PINAL.

If Contractor is deemed to have consistently failed to satisfactorily perform for a particular portion of the food or beverage services, PINAL may, without terminating the entire Agreement, give the Contractor written notice of its intent to obtain such products or services from other sources.

D-10 CONTRACTOR RECORD KEEPING AND COMMISSION PAYMENTS



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The Concessionaire will be fully responsible for collecting fees from those who rent the facilities, purchase food and beverages, and require security services under this Agreement. The Contractor shall keep full and complete records of food and beverage service operations that are satisfactory to PINAL. Such records shall be kept on file at the Contractor's administrative offices within the PCF or at some other mutually agreed upon location within the metropolitan Phoenix area. Within thirty (30) days after executing the Agreement, PINAL and the Contractor shall develop a list of all reports to be produced by the Contractor. The Contractor shall provide PINAL with all agreed upon reports and other ad hoc reports as requested.

The Contractor shall maintain a commercial bank account, into which all cash receipts from this Agreement shall be deposited within one (1) working day after their receipt and from which all disbursements relating to the Contractor's operations at the PCF shall be made.

The Contractor shall submit, by the fifteenth (15th) of each month, a written statement recording for all receipts for the preceding month. In addition, the Contractor shall make payment of the associated commission due to PINAL by the same date. Such statements and payments shall be submitted to PINAL's designated representative on forms as may be prescribed by PINAL. PINAL also reserves the right to revise or expand the monthly information to be reported by the Contractor.

Commission payments shall be made at the agreed upon percentage of gross receipts for the prior calendar month. The term "gross receipts" shall mean all monies and payments, in whatever form, received or receivable by the Contractor, for any sales made or any services rendered on the premises, whether collected or uncollected, whether for cash or credit, less any legitimate refunds made to a purchaser as authorized according to procedures agreed to in writing by the Contractor and PINAL.

PINAL and its auditors shall at all times have the right to examine or audit the Contractor's books (including purchase invoices for goods purchased for use or resale at the PCF), papers, and records as deemed necessary and relevant to accurately determine monthly food service, gross sales, commission fee payments and/or other relevant documentation related to the food and beverage service operations covered by this Agreement.

D-11 Security

Except for events sponsored by PINAL, the Concessionaire will coordinate appropriate security at events where alcohol is served or at other events where

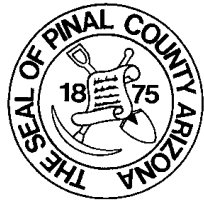


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security is deemed necessary. Security must be provided by contracting with properly licensed security personnel or the Pinal County Sheriff's Office (PCSO). Security personnel must have mobile communication capability. Concessionaire is required to inform rental parties of the security requirement and to bill for those services on a pass-through basis. Concessionaire will also be responsible for issuing 1099 forms as required by IRS regulations for security personnel/companies.



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UNIFORM GENERAL TERMS AND CONDITIONS

SECTION 1: DEFINITION OF KEY WORDS

County – Pinal County, Arizona

Agency or User Department – Used interchangeably to mean the County department or division responsible for managing the Contract and/or the project.

Responder – Refers to the individual, firm or organization responding to this solicitation..

Evaluation Committee – The committee established to formally evaluate responses (Offers) according to the evaluation criteria listed herein.

Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.

Contract - The legal agreement executed between the County and the successful (awarded) Responder. This may take the form of a written agreement or a purchase order.

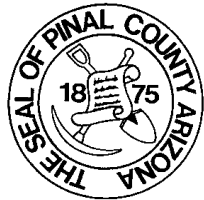
County Board of Supervisors - The contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.

Director – The Finance Director (Chief Financial Officer) for Pinal County.

Shall, Will, Must - Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should - Indicates something that is recommended but not mandatory. If the Responder fails to provide recommended information, the County may, at its sole option, ask them to provide the information or the County may evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.



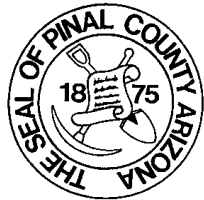
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SECTION 2: SUBMITTING A RESPONSE

- 2-1 INQUIRIES AND NOTICES:** All inquiries concerning information herein shall be addressed to the Pinal County Finance Department, to the attention of the Buyer listed in the Notice on Page 1. Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Pinal County. The County is not responsible for and will not pay any costs associated with the preparation and submission of the response to this Solicitation. Late responses will not be accepted. The time clock in the Pinal County Finance Department will serve as the official time when determining whether a response is late.
- 2-2 INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS:** Responders shall provide an original hardcopy (labeled) and the number of copies specified in the Notice on Page 1. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Work. Responses shall be labeled to include the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal St. Bldg. A - P. O. Box 1348, Florence, AZ 85232. The owner, corporate official or partner who has been authorized to make such commitments must sign Offers.
- 2-3 RESPONSIBILITY TO READ AND UNDERSTAND:** The Responder is fully responsible for understanding this solicitation and the requirements of the resulting Contract. Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting Contract, nor shall such failure be a basis for claiming additional compensation. If the Responder suspects an error, omission or discrepancy in this solicitation, they must immediately and in any case not later than five (5) business days in advance of the due date notify the person listed as the contact for this solicitation.
- 2-4 OFFICIAL SOLICITATION DOCUMENT:** The copy maintained and published by the County shall be the official solicitation document. Changes made to the document by any Responder may not be acknowledged or accepted by the County. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification unless specifically acknowledged and agreed to by the County.
- 2-5 DEVIATIONS, EXCEPTIONS:** If the Responder's submittal includes any deviation from the terms, conditions, requirements and/or specifications set forth herein or in any subsequent addenda, they shall be described fully on the appropriate Attachment form. The absence of statements of deviation or exception shall be



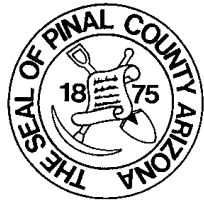
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construed to mean that the Offer fully complies with the terms, conditions, requirements and specifications of the Solicitation.

- 2-6 RIGHT TO REJECT:** The County reserves the right to cancel any Solicitation, to reject any or all bids, proposals or other submittals to this Solicitation or any part thereof; to reject non-responsive or non-responsible bids or proposals; to waive minor defects or technicalities, form errors or other informalities in any response. Before awarding the Contract, the County reserves the right to require the Responder to submit additional information as evidence of qualifications or any other information the County may deem necessary.
- 2-7 PUBLIC RECORD:** Responder acknowledges that the County is a public entity, subject to Arizona's public records law. Submission of a bid, proposal or related documents may result in the disclosure of any aspect, part or portion thereof. If a Responder believes that a bid, proposal, offer, specification or protest contains information that should be withheld from public disclosure, a detailed statement advising the Director that explains and supports the claim shall accompany the submission, and the statement shall specifically identify everywhere this information appears. The claim shall include the period of time the information is requested to be held confidential. The Pinal County Finance Director shall make a written determination, within a reasonable time, whether the Responder's claim shall be honored. If the Director determines to reject the confidentiality claim, the Director shall inform the Responder in writing of such determination.
- 2-8 NON COLLUSION STATEMENT:** Each Responder shall include a signed and notarized Non-Collusion Statement form (use form provided in the Appendix),
- 2-9 GRATUITIES PROHIBITED/INTEGRITY OF BIDS:** The Responder affirms they have not given, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor or service to any employee of Pinal County in connection with the submitted Bid or Proposal. Failure to sign the Offer Form or signing it with a false statement shall void the submittal or any resulting contract. After award, the County may cancel this contract by giving written notice to the Contractor if it is found that any gratuity, gift or other prohibited item were offered or given to any County officer or employee. In the event the County cancels this contract pursuant to this provision, they shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Responder the amount of the gratuity.
- 2-10 LOBBYING PROHIBITED:** Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has



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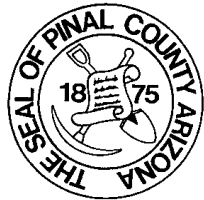
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been posted in the Procurement Office. All oral or written inquiries must be through the Procurement Office.

SECTION 3: CONTRACT EVALUATION AND AWARD

- 3-1 INTERGOVERNMENTAL COOPERATIVE PURCHASING:** The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.
- 3-2 CONTRACT TERM:** The contract term shall be one (1), two (2) year base term, with 3 one-year option periods. For each year in which another option is available, Contractor shall provide written notice to Pinal County at least 90 days prior to the end of the contract term that Contractor is requesting a one-year renewal of the Contract. Pinal County, in its discretion, may accept or decline to renew the agreement for each additional one-year period, and must give Contractor not less than 30 days notice of non-renewal. The total duration of this contract, including the exercise of any option periods, shall not exceed 5 years.
- 3-3 EVALUATION CRITERIA:** County personnel and any outside experts the County considers necessary will evaluate responses to this Solicitation. Unless otherwise set forth in the Scope of Work, the County reserves the right to award in whole or in part, by item or group, by section or geographic area, or make multiple awards where such action serves the County's best interest. All responses to a Solicitation must meet the following responsiveness and responsibility criteria:
- a) Responsiveness. The County will determine whether the Bid or Proposal complies with the submittal instructions, including completeness and the inclusion of all required forms, attachments, and submissions.
 - b) Responsibility. The County will determine whether the Responder is one with whom it can or should do business. Factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, past performance, references (including those found outside of the submittal), compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to inspect any proposed facilities or equipment to be used in performance of the contract and to review the qualifications of any key personnel to be assigned to provide services.

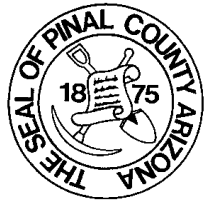


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- 3-4 NOTICE TO PROCEED/ORDERING AUTHORITY:** Contract award will be made in accordance with the Pinal County Procurement Code. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 3-5 POST AWARD MEETING:** The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.
- 3-6 RESULTING CONTRACT:** Unless otherwise agreed to in writing, the Solicitation, the Responder's signed Offer Form, counter-signed by the County's authorized representative, all County attachments, addenda and the corresponding purchase order will constitute the complete agreement between the parties. Should the Responder require any modifications to the Solicitation, including the Uniform Terms and Conditions, such modifications shall be described on Attachment D "Deviations and Exceptions". If the Responder requires additional or separate contract documents, a sample shall be included in the response to the Solicitation. The County is not bound to use any such contract documents unless it agrees in writing to do so.
- 3-7 QUANTITIES:** Any reference in this Solicitation to quantities or performance frequencies represent the County's best estimate but shall not bind it to purchase, accept or pay for services which exceed its actual needs or for which funding is not available. In the event of a discrepancy between the unit price and extension thereof (total), the unit price shall prevail.
- 3-8 CURRENT PRODUCTS, WARRANTY:** All equipment, materials, parts and components furnished or incorporated in the work performed under this Contract shall be new, of the latest model and most suitable grade for the purpose intended. Unless specifically requested by the County, no remanufactured, used or secondhand materials or parts are may be provided. Unless otherwise agreed, the Contractor warrants that all products, supplies or equipment shall be new, unused, of most current manufacture and not discontinued, free of defects in materials and workmanship, and provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified. In addition, all products, supplies or equipment shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to, or the right to allow the County



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to use, the supplies and services being provided and that the County may use same without suit, trouble or hindrance from the Contractor or third parties.

- 3-9 QUALITY OF WORK:** The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
- 3-10 CONFLICT OF INTEREST:** Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee, agent or consultant of any other party to the Contract in any capacity with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.
- 3-11 ADVERTISING:** The Responder/Contractor shall not advertise or publish information concerning this Solicitation or the resulting Contract without prior written consent of the County.
- 3-12 PROTEST PROCEDURE:** Should a Responder believe that the County has not properly followed the selection procedures as outlined in the Pinal County Procurement Code, a protest may be filed as described in the Pinal County Procurement Code.

A protest shall be in writing and shall be filed with the Procurement Officer. A protest of a Solicitation shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest



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including copies of relevant documents; and,

E. The form of relief requested.

SECTION 4: CONTRACTOR BUSINESS REQUIREMENTS

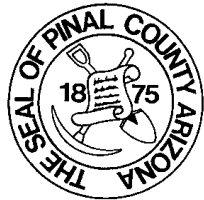
4-1 CONTRACTUAL RELATIONSHIP: The Responder agrees it is a separate and independent enterprise from the County, and it has a full opportunity to find other business. The Responder represents it has made its own investment in its business and that it will utilize a high level of skill necessary to perform the work, including all services required. This contract does not create, and shall not be construed as creating any joint employment relationship between the Responder and the County, and the County will not be liable for any obligation incurred by the Responder including but not limited to unpaid minimum wages, insurance or Worker's Compensation coverage, overtime premiums, withholding or payment of taxes and/or Social Security, unemployment payments, and any other withholdings or payments required by law.

4-2 BUSINESS AND PROJECT LICENSES AND PERMITS: Responder/Contractor shall maintain all Federal, State, and local registrations, licenses, and permits required for the operation of the business and for performing the work as specified herein. Such registrations, licenses and permits shall be kept current throughout the term of the contract/project.

4-3 CONTRACTOR BUSINESS FACILITIES AND BUSINESS PRACTICES: The Responder/Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, privilege license and permit requirements, whether or not they have been referenced by the County.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws, in addition to all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance with all such laws and regulations prior to the contract commencement date and to maintain compliance throughout the duration of the contract.

4-4 AFFIRMATIVE ACTION: Responder/Contractor agrees to abide by the provisions of the County Affirmative Action Program. Responder/Contractor, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals. Upon



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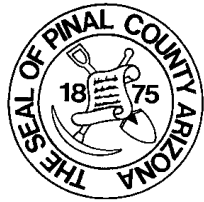
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request, the Responder/Contractor agrees to submit the following reports to the County's Office of Equal Opportunity Programs:

- Part A. Employment Information Report
- Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile.

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

- 4-5 AMERICANS WITH DISABILITIES ACT:** The Responder/Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
- 4-6 DRUG FREE WORKPLACE PROGRAM:** Contractors are hereby advised that Pinal County has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the County, to ensure the safety and health of employees working on its contracts/projects. The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties. Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future contracts/projects.
- 4-7 GOVERNMENT DEBARMENT & SUSPENSION CERTIFICATION:** Responder certifies that it and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. Responder agrees that it complies with all requirements of Executive Order 12549 related to Government Debarment and Suspension (49CFR Part 29).
- 4-8 FOREIGN BUSINESS OPERATIONS:** Responder certifies that in accordance with A.R.S. §35-391 it does not have scrutinized business operations in Sudan and in accordance with A.R.S. §35-393 it also does not have scrutinized business operations in Iran.



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4-9 COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: The Responder/Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Specifically, the Contractor agrees to comply with the Federal Immigration and Nationality Act (FINA), the Immigration Reform and Control Act of 1986 (IRCA) and all other Federal immigration laws and regulations related to the immigration status of its employees in performance under this Agreement.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subcontractors (“Subcontractors”) will comply with A.R.S. §23-214 E-Verify Program (hereinafter “Contractor Immigration Warranty”).

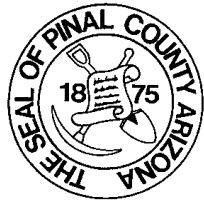
A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the County.

The Contractor shall include a written provision requiring compliance with the applicable federal and state immigration laws in each subcontract used in the performance of the terms of the contract awarded by the County.

The Contractor agrees to permit the County or its agents to inspect personnel records and the employment related papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of Subcontractors to ensure compliance with Contractor’s Immigration Warranty. Contractor agrees to assist the County in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

4-10 RECORDS RETENTION: The Contractor shall maintain all pertinent files, records, and documents which relate to its business operations, employment practices and the delivery of products or services provided for under this contract. Upon request, the County may inspect or request copies of any records it deems necessary to determine compliance with any of the requirements of this contract. Upon request,



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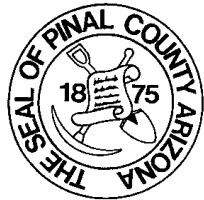
Contractor shall demonstrate to the County's satisfaction any programs, procedures and other activities used to ensure such compliance.

Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. At any time during the Contract and for up to five years thereafter, the County may, at its expense and at reasonable times and places, audit the books and records of the Contractor and any or all subcontractors. Said audit shall be limited to the scope of this contract. For this reason, the Contractor shall retain all supporting documents, files, and records for at least six (6) years after the termination of this contract.

4-11 CONFIDENTIALITY OF RECORDS: The Contractor shall maintain the confidentiality and privilege of any documents that the Contractor has access to which have been designated by the County as confidential or privileged. The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

4-12 INSURANCE REQUIREMENTS: The Contractor shall purchase and maintain at its own expense the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract. The Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by the County shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance



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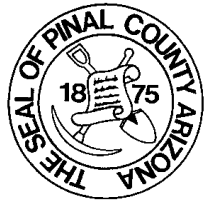
policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- A. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- B. **AUTOMOBILE LIABILITY:** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or



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used in performance of the Contractor's work or services under this Contract.

C. **LIQUOR LIABILITY:** Including dram shop coverage, must be carried in the minimum amount of \$2,000,000.00.

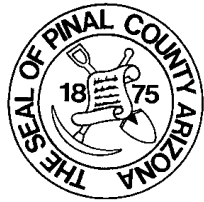
D. **WORKER'S COMPENSATION:** At or greater than the statutory minimum amount for the Contractor's employees working on Pinal County property. Pursuant to State Statutes 23-96
<http://www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/23/00961.htm&Title=23&DocType=ARS>

4-13 CERTIFICATES OF INSURANCE: Prior to commencing work or services under this Contract, Contractor shall upon request, furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date. Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.

SECTION 5: CONTRACT ADMINISTRATION, INTERPRETATION

5-1 APPLICABLE LAW: This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.

5-2 LEGAL REMEDIES, ARBITRATION: All claims and controversies shall be subject to the Pinal County Procurement Code. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



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- 5-3 CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
- 5-4 PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 5-5 SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 5-6 INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 5-7 SUBCONTRACTING:** The Contractor may not subcontract work for a contract without the express written permission of the County. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Pinal County, nor shall the same create any obligation on the part of Pinal County to pay any subcontractor.
- 5-8 ASSIGNMENT; DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Responder/Contractor shall be made without prior written permission of the County's Chief Financial Officer. This Contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Responder/Contractor of the County's position within fifteen (15) days of receipt of written notice.

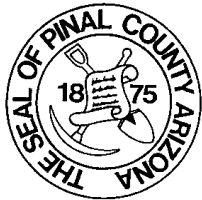


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- 5-9 NO WAIVER OF RIGHTS AND REMEDIES:** No provision in this document or in the response to this Solicitation shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 5-10 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand in writing that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) business days after delivery of the written demand, the demanding party may treat this failure as an anticipatory repudiation with this contract
- 5-11 FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 5-12 INDEMNIFICATION:** The Contractor agrees to defend, indemnify and hold the County, its elected officials, officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims



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resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract.

The Contractor shall assume risk of loss until delivery to the County's facility. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction, or damage to County property, and shall at the County's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the County in obtaining recovery. In any instance where the Contractor has accepted a tender from the County, the Contractor agrees to update the County during the course of the litigation and to timely notify the County of any issues that may involve the independent negligence of the County that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the County against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the County in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the County's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the County the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the County an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the County may incur to acquire substitute supplies or services.

The County assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental, special or consequential damages.

5-13 DEFAULT, TERMINATION AND OTHER REMEDIES. The County reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The



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County will issue a written Notice of Default to the Contractor if in the opinion of the County, the Contractor:

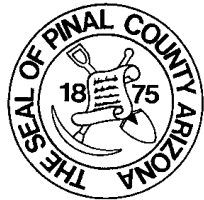
- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
- Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
- Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
- Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
- Fails to complete the required work or fails to perform required services within the time frame stipulated.
- Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the Contract shall give the County cause to cancel this contract.

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In addition, the Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries and other information and materials accumulated in performing this contract, whether completed or not.

If the Contract is terminated for default, the County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The County may recover any excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

5-14 TERMINATION FOR CONVENIENCE: The County reserves the right to terminate any resulting order or contract in whole or part for its convenience upon thirty (30)



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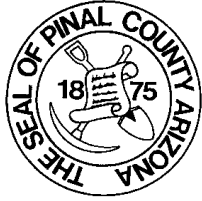
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days written notice. The County will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.

- 5-15 FUNDS APPROPRIATION:** The County is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the County to meet its obligations under any contract(s) resulting from this Solicitation, the County shall have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the County agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The County will pay the Contractor all charges incurred through the termination date.

In addition, due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be reduced or eliminated by the County upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.

- 5-16 INSPECTION OF FACILITIES:** The County may, at reasonable times, and at the County's expense, inspect the business premises of the Responder or any subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 5-17 CARE OF COUNTY PROPERTY:** The Contractor will be responsible for any damages to County property when such property is the responsibility of or in the custody of the Contractor or its employees.
- 5-18 INSPECTION OF GOODS AND/OR SERVICES PROVIDED:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned. If defective goods are returned or services must be re-performed, all costs are the responsibility of the Contractor.
- 5-19 PAYMENT:** A separate invoice shall be issued for each shipment of goods or services performed, and no payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work.

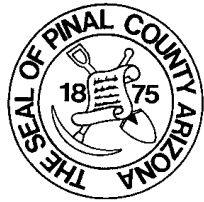


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5-20 ADDITIONAL COMPENSATION: The Contractor shall submit a written price and secure the County's written approval prior to performing any work for which additional compensation is requested. Without the prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this contract. The County may, as its sole option, enter into contracts for additional work related to this project. The Contractor shall fully cooperate with other Contractors and/or County employees to accommodate such other work and the Contractor shall not commit or permit any act that interferes with the performance of such work by other Contractors.



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OFFER FORMAT REQUIREMENTS

OFFER FORMAT: The original copy of the Offer should be clearly labeled “ORIGINAL.” Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers. Each Offer (Original and copies) is to be submitted as identified below.

Title Page

Each Offer must contain a title page that identifies the Solicitation number and provides the Responder name, address, telephone number and name and title of contact person.

Tab 1 - Profile and Qualifications

The following information about each Responder is to be included:

1. A fully completed and signed Attachment “B” Responder’s Profile
2. A fully completed Attachment “C” References
3. A fully completed and signed Attachment “D” Deviations and Exceptions

Tab 2 - Completed Various Forms: *(All Forms must have an Authorized Signature)*

Attachment E Addendum Acknowledgment Form

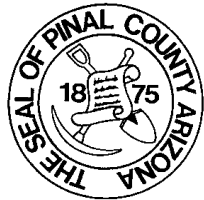
Attachment F Non-Collusion Form,

Attachment G W-9 Form

Responder’s Checklist

Offer & Acceptance Form

Note: If Responder requires the County to sign a separate contract in the event of an award, then a copy of the separate contract must be included for Pinal County’s consideration.



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ATTACHMENT A: NO RESPONSE FORM

Responders not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (520)866-6661

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

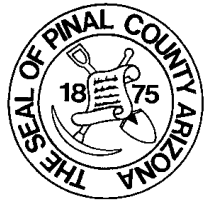
- Do not handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO* response is authorized by: _____ Date: _____
Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service



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ATTACHMENT B: RESPONDER'S PROFILE

A. Provide the name of the person who will be the primary Responder and the address for the primary servicing office:

1. Name: _____ Title: _____

2. Company
Name: _____

3. Address: _____

4. City: _____ State: _____ Zip Code _____

5. Telephone: _____ Fax: _____

6. Email Address: _____

B. Number of years local servicing office has been working with County/State Agency Clients: _____

C. How many years of experience does the local Offeror have: _____
Key Employee: _____ yrs.

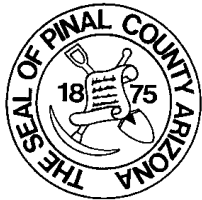
D. Will a Business Liaison be assigned to our account? Yes _____ No _____

1. If yes, identify who: _____

2. How many years of County experience does this Leader have handling public entity clients? _____

FIRM

AUTHORIZED SIGNATURE



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ATTACHMENT C: REFERENCES

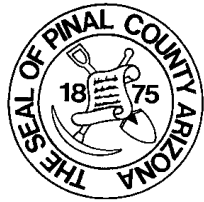
Please list a MINIMUM of three (3) clients for whom you have performed services similar to the Scope of Work in this solicitation.

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		



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ATTACHMENT D: DEVIATIONS AND EXCEPTIONS

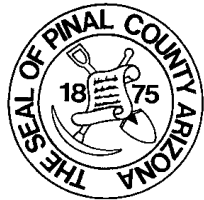
List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the Solicitation it is found on. Any deviation/exception or inability of the Responder to handle a particular item or service must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the Solicitation.

The following deviations/exceptions are being submitted for consideration:

The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

Firm

Authorized Signature



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ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

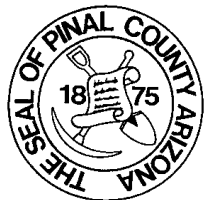
ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature



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ATTACHMENT F: NON-COLLUSION STATEMENT

State of Arizona)
)
County of) ss.

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Responder has not directly or indirectly induced or solicited any other Responder to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Responder has not in any manner sought by collusion to secure for itself an advantage over any other Responder.

(Name)

(Title)

Subscribed and sworn to before me

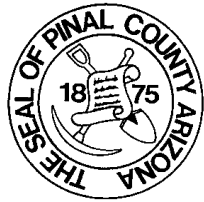
this _____ day of _____, 2008

Signature of Notary Public in and for the

State of _____

County of _____

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
-----------------------------------------	-------------------------------------------------------------



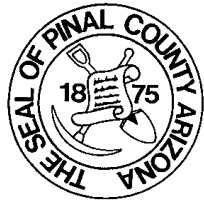
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ATTACHMENT G: W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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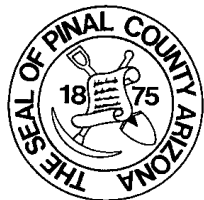
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ATTACHMENT H: OFFERORS CHECKLIST

	Yes/No
Did you sign your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you include all the necessary attachments?	
Did you include your references?	
Did you describe your firm's capabilities and support for any proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	
Did you include one original and the required number of copies?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) requested?	
Did you include all deviations to the Scope of Work on the Deviations/Exception Form, Attachment E?	
Did you submit additional information (i.e. brochures, marketing information)?	

Firm

Authorized Signature



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OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation.

Authorized Signature

Title

Printed Name

Date

Company Name

Telephone

Address

City, State, Zip

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

**ACCEPTANCE OF OFFER
(For Pinal County Use Only)**

The offer is hereby accepted and the Responder is now bound to sell or provide the materials, services, or construction as indicated by the Purchase Order or Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offer as accepted by Pinal County.

The contract is for:

This contract shall henceforth be referenced to as Contract No. _____. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____, _____ 2009.

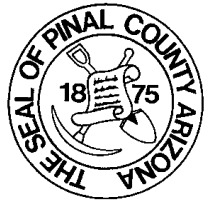
Name (Print)

Title

Signature

Approved as to form:

Pinal County Attorney's Office



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OFFER AND ACCEPTANCE FORM – Page 2

By signing the previous page of the Offer and Acceptance Form, Responder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Responder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Responder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Submittal.
- D. The Responder certifies that it complies with Executive Order 12549 related to Federal Government Debarment and Suspension (see 4-7)
- E. The Responder certifies that the individual signing the bid is an authorized agent for the Responder and has the authority to bind them to the contract.

Firm

Authorized Signature