



Detention Food Services

RFP# 08-14-10

PAGE 1 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

NOTICE OF REQUEST FOR PROPOSAL

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: ADULT AND JUVENILE DETENTION FOOD SERVICES

Contract Type: FIXED

Contract Period: JULY 1, 2009 – JUNE 30, 2010
NO OPTIONS FOR RENEWAL

Pre-Submittal Conference TUESDAY MARCH 31, 2009 – 10:00
PINAL COUNTY ADULT DETENTION

Questions Due: THURSDAY APRIL 2, 2009 BY 12:00 NOON

Solicitation Due Date: TUESDAY APRIL 21, 2009 BY 2:00 PM ARIZONA TIME

Number of Copies Required: 6

Solicitation Opening Date: TUESDAY APRIL 21, 2009 AT 2:15 PM

Solicitation Opening Location: PINAL COUNTY FINANCE DEPARTMENT

Procurement Officer Contact Name: SUZANNE ALBERTS

Telephone: (520) 866-6377

Fax: (520) 866-6661

E-mail: Suzanne.Alberts@pinalcountyaz.gov



Detention Food Services RFP# 08-14-10

PAGE 2 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Authorization	3
Special Terms & Conditions	4
Statement of Work	7
Contract Line Items	N/A
Uniform General Terms and Conditions	
Section 1 – Definition of Key Terms	
Section 2 – Submitting a Response	31
Section 3 – Contract Evaluation and Award	
Section 4 – Contractor Business Requirements	
Section 5 – Contract Administration; Interpretation3	
Cost Offer Form	49
Attachment A: No Response Form	51
Attachment B: Responder’s Profile	52
Attachment C: References	53
Attachment D: Deviations and Exceptions	54
Attachment E: Addendum Acknowledgement	55
Attachment F: Non-Collusion Statement	56
Attachment G: W-9	57
Attachment H: Responder’s Checklist	58
Offer and Acceptance Form	59



Detention Food Services RFP# 08-14-10

PAGE 3 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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>



Detention Food Services RFP# 08-14-10

PAGE 4 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

SPECIAL TERMS AND CONDITIONS

1. BACKGROUND:

Pinal County is one of the fastest growing municipalities in the United States. We are experiencing unprecedented growth which is coming in from Maricopa and Pima Counties. In 1990, the Census reported that Pinal County's population was 116,379. In 2006, the population was 271,059. Recent population estimates place the County's population at 326,398.

The County encompasses 5,374 square miles, which is larger than the states of Rhode Island, Connecticut and Delaware. The western portion of the County is primarily low valleys and irrigated agriculture. The northern section is characterized by the rapid growth and urbanization coming in from the East Valley. The eastern portion is known for its copper mining industry.

Pinal County has nine incorporated communities and three Indian Communities within its borders. There are many tourism opportunities inside Pinal County including the Casa Grande Ruins National Monument, Boyce Thompson Arboretum, Lost Dutchman State Park, Oracle State Park, McFarland State Park and Picacho State Park.

The Board of Supervisors has been forming partnerships to plan for the growth that is coming. Recently the Supervisors held a transportation summit to bring in stakeholders to discuss planning and construction of roads which interconnect with the communities and neighboring counties. The County, along with many of its incorporated cities and towns are in the process of completing their small area transportation studies.

The Board is also working on addressing other items related to growth such as water issues, job centers, economic development and affordable housing.

2. Purpose:

Pinal County is soliciting proposals to provide detention food service/ management for its detention facilities. Contractors with a minimum of five years' experience in this field are encouraged to submit proposals.

A MANDATORY pre-proposal conference / site visit will start at 10:00 A.M. Mountain Standard Time on Tuesday, March 31, 2009 in the training room of Pinal County Adult Detention, 971 North Jason Lopez Circle, Building B, Florence, AZ 85232. Conference / site visit will consist of tours of the two detention facilities' kitchen and/or food preparation / staging areas and a conference session.



Detention Food Services

RFP# 08-14-10

PAGE 5 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

3. Present Situation:

Presently Pinal County has two facilities in which detainees are incarcerated; Pinal County Adult Detention, 971 North Jason Lopez Circle, Building B, Florence, AZ 85232 and Pinal County Youth Justice Center, 1410 N Diversion Dam Road, Florence, AZ 85232. Both are non-smoking facilities.

The kitchen is located at the Pinal County Adult Detention, 971 North Jason Lopez Circle, Building B, Florence, AZ 85232.

The current number of beds at the Adult Detention is 1504; its daily average population is 1256. The current number of beds at the Youth Justice Center is 96; its daily average population is 56.

Because of the anticipated population growth of Pinal County during the term of this contract, the detainee population will increase. The rate of fill of the additional beds is unable to be determined. Additionally, the County feels that during this time, ethnic and religious background of detainees will change.

In addition of its routine detainees from Pinal County Sheriff's Office and in-county cities and towns, Pinal County will house Immigration and Customs Enforcement (I.C.E.) detainees who are from all parts of the United States and foreign countries.

4. EVALUATION CRITERIA:

The County and any outside experts the County considers necessary will evaluate the proposals. A point formula will be used during the review process to score proposals. The County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, the County reserves the option to enter into discussions on pricing and/or other portions determined to be in the County's own best interest. However, Contractors are cautioned that the County may proceed with an award, on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or best and final offers.

Contract award, if any, will be made to the firm whose response is determined to be most advantageous to the County. Selection criteria include, but are not limited to:

- The cost of one meal if serving between 125,000 to 150,000 meals in one month
- Qualifications / availability of on-site detention food service manager
- Support / availability of district manager
- Results of reference checks



Detention Food Services RFP# 08-14-10

PAGE 6 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

- Past performance on similar contracts with the County or other governmental entities Conformance to specifications
- Qualifications of Contractor's corporation
- Proven detention food service record in a similar facility

The following represents the principal selection criteria, in order of importance that will be considered during the evaluation process. Up to a total of 2000 points will be awarded through the proposal evaluation process:

Technical Criteria 400 points

- Responsiveness of the proposal in clearly stating an understanding of the services to be performed,
- Comprehensiveness of a work plan submitted with proposal
- Realistic time estimates of each major segment of the work plan and the estimated number of hours of each staff level
- Licenses have met all legal requirements

Cost factors 400 points

Method of Approach of the Firm 350 points

- Information on the approach to projects of this type
- Knowledgeable of territory to be served
- Examples of other similar projects undertaken
- Describe the effectiveness of your approach with similar projects undertaken

Experience and reliability of Staff 300 points

- Specific involvement with other counties, cities and/or government agencies you have worked with or are currently working with
- Other capabilities your firm offers that would be value added to this project

Information obtained from Firm's references or other clients 250 points

- References were favorable

Size and structure of the firm, considering the scope of work 200 points

- Firm can meet the County's needs with available staff

Assessment of the Firm's abilities to the County's satisfaction 100 points

- Offer indicates a clear understanding of the Scope of Work to be provided



Detention Food Services

RFP# 08-14-10

PAGE 7 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

STATEMENT OF WORK

I. Food Requirements

A. Meals Served: Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.

1. Meals shall meet the following standards and guidelines:

- a) Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912 – Food Service System at: <http://www.azcorrections.gov>.
- b) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions at: <http://www.aca.org/standards/healthcare/Standards.asp>
- c) Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators. For more information go to: www.access.gpo.gov/nara/cfr/waisidx_04/7cfr3016_04.html
- d) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board at: <http://fnic.nal.usda.gov>
- e) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC) at: <http://www.ncchc.org/pubs/index.html>
- f) Standards for religious diets as designated by the Arizona Department of Corrections (Exhibit 3).

2. Meals served must meet the standard 2,800 calories per day per ADULT inmate appropriately distributed between three (3) meals per day. JUVENILE inmates will receive 2,800 calories per day distributed between three (3) meals per day including 8 ounces of milk with each meal, as well as a separate snack, to be served after the dinner meal. Should these minimum standards change during the term of this contract, the Contractor shall adjust meals accordingly at no increase in the contract unit price per meal charged to the County.

3. A registered dietician directly employed by the Contractor must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by the Contractor. Dietician must provide certification applicable to the State of Arizona.

4. A nutritional analysis of each menu based on the standard recipes used by Contractor must be provided by the Contractor.

5. Contractor warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Contractor shall be reviewed and approved by authorized PCSO personnel in advance of implementation.



Detention Food Services

RFP# 08-14-10

PAGE 8 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

6. No more than thirteen (13) hours shall pass between the evening meal and breakfast served.

7. NO PORK WILL BE SERVED.

8. A minimum of two (2) hot meals will be served daily, seven days per week. Fresh vegetables are required at least three (3) times per week.

9. Breakfast will be an easy-to-serve, cold meal and served in a sack.

10. Two (2) eight ounce (8 oz.) portions of fresh whole milk (minimum 2% milk fat) will be served daily with at least one 8 ounce portion served as a beverage and/or the remaining portion in food preparation.

11. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.

12. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether marked on the container or not.

13. No coffee, hot beverages or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate will be provided when milk is not being served.

14. Food containers that are damaged, including cans that are dented, are not acceptable.

15. Required menu specifications are:

- a) Entrée portions are *cooked weight*.
- b) Potato chips served are *weight* portions.
- c) Other food items are volume portions or counts as indicated.
- d) Required cooked meat and/or cheese weights in combination recipes are listed in parenthesis.
- e) Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.
- f) A daily beverage provided with one of the three (3) meals served daily must be fortified with the RDA for vitamin C.
- g) Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
- h) A maximum of six (6%) percent TVP is allowed in meat products.
- i) Detailed standard recipes for menu items served in portions are required.

16. "Use by or shelf life dates" must be, at a minimum, of five (5) days.

B. Spirit Lifter Meals: A minimum of twelve (12) nationally recognized holiday meals shall be provided annually at contract rates. These holidays include, but are not limited to:

1. Thanksgiving
2. Christmas
3. 4th of July



Detention Food Services

RFP# 08-14-10

PAGE 9 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

4. Discretion of authorized PCSO personnel with one-month advance notice to Contractor

C. SPECIAL CIRCUMSTANCE MEALS:

Upon request by Adult Detention Commander, Sheriff's Office Search and Rescue Coordinator, Youth Justice Center Director or designee, Vendor will provide sack lunches or similar meals for outside work for trustees, detainee escape, search and rescue, juvenile detainee service projects, example, HOPE (Helping Others Prosper through Encouragement), etc. These meals will be transported from the Adult Detention Kitchen by members of the using County department, except Juvenile sack lunches which will be transported to the Youth Justice Center facility with the breakfast meal delivery.

D. **RESTRICTED DIETS:** Contractor shall be required to provide all restricted diets to include:

1. Medical diets approved by the County's authorized inmate medical health services Contractor.

- a) The Contractor shall serve all restricted diets ordered in compliance with Department policies.
- b) An hour of Sleep/Bedtime snack shall be supplied for all insulin dependent diabetics as delineated in medical diet standards for diabetics. (The diabetic snack or sack supplement provided on Saturday and Sunday is not to be considered a meal and shall not be charged as such).
- c) Special dietary snacks for pregnant females, adolescents, and any other medical specialty requirement will be prepared as required by Contractor upon the request of authorized PCSO personnel. These snacks shall be provided at no additional cost to the County.
- d) With a written order from the County's authorized inmate medical services Contractor (including County's authorized inmates' dental Contractor), the Contractor shall supply regular restricted, medical diets as specified in accordance with medical Restricted Diet Guidelines.

2. Religious diets commensurate with religious requirements and/or vegetarian preferences at the direction of authorized PCSO personnel.

- a) All religious meals shall be ordered and served in compliance with County's policies and menus.
- b) The Food Service Liaison shall provide the Restricted Diet Roster to be utilized by the Contractor.
- c) Upon request the Vendor will provide special meals for medical (as ordered by a physician) reasons, i.e., diabetes, ulcers, renal failure, pregnancy with extending health situations or religious reasons, i.e., Muslim faith, etc. The County will give advance notice for any special meals. The average number of



Detention Food Services

RFP# 08-14-10

PAGE 10 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

medical and/or religious meals served daily is approximately 80 and increasing. The Vendor shall anticipate changes in this due to Pinal County's anticipated population increase during the term of this contract. Vendor will not charge any additional cost for special meals.

E. Meal Handling & Procedures: Contractor shall be responsible for food service procedures detailed below and will arrange for a delivery schedule to ensure that hot meals are delivered hot (all meals are prepared and delivered from the Adult Detention Center. All meals prepared and served must have food temperatures taken and documented by the Contractor once they are placed on trays and ready for delivery. **Temperatures should be taken by Contractor at frequent intervals during the serving period.**

1. Contractor is responsible for delivering meals on insulated thermal trays on carts to inmates housed in the Juvenile Detention Center. Appropriate thermal transport containers will be supplied by PCSO Adult Detention.

- a) At all times the awarded vendor shall maintain a minimum of two weeks (14 days) supply of food and food preparation items in the Pinal County Adult Detention's Kitchen.
- b) Awarded vendor's kitchen staff will stage meals that are ready for pick up in a designated area of the Adult Detention's Kitchen. Meals shall be identified by Housing Units.
- c) After vendor informs the Adult Detention facility that meals are ready for pick up, Adult Detention staff and non-kitchen staff detainees will pick up and transport the meals to the pods.
- d) For security use only, an Adult Detention Security Officer will be in the Adult Detention Kitchen during all hours that the kitchen is manned by the awarded vendor staff.
- e) Meals will be delivered four (4) times daily to Youth Justice Center which is located at 1410 E. Diversion Dam Road, Florence, AZ 85232 on 1410 East Diversion Dam Road, Florence, AZ 85232 (which is approximately one mile from Adult Detention kitchen).
- f) Vendor will transport meals and/or snacks to current detention facilities and any future detention facilities. **Delivery will be in a timely and hygienic manner in a Vendor's van.**

- a. **Meal Times:** Preparation of four daily meals for service to all designated County detention facilities are to comply with the following schedule:

Adult Detention Facility
Breakfast at 0530 hours



Detention Food Services

RFP# 08-14-10

PAGE 11 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

Lunch at 1030 hours
Dinner at 1630 hours
Middle of the night meal will be available for service at 2330 hours
Adult Detention snacks' delivery will be as required.

Juvenile Detention Facility

Breakfast available for service between 600 & 630 hours
Lunch will be delivered at 1130 hours
Dinner will be delivered at 1630 hours
Middle of the night meal will be delivered at 2330 hours.
Juvenile sack lunches will be provided with breakfast.
Juvenile snacks will be delivered with dinner.

2. Contractor is to provide all paper products, one new plastic disposable spoon for each tray served per meal, containers and disposable eating-ware for use in special housing cells and meals for inmates who have missed a meal while in Court.

- a) In the event of kitchen equipment breakdown, or other conditions beyond the control of the PCSO and Contractor which requires that the Contractor use other than the specified standard serving-ware, Contractor shall, at no cost to the PCSO, supply disposable trays, cups and spoons for eleven consecutive meals.
- b) The PCSO will be billed at the Contractor's invoice cost for the disposable products used for the twelfth meal and thereafter until the specified service-ware and equipment are again made available by the PCSO for use by the Contractor.

3. Contractor is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facilities' kitchen areas as well as the loading dock areas, compliant with ACA Standards.

- a) Contractor's employees will comply with detention facilities' rules concerning the use of the loading dock areas. These include, but are not limited to:
 - 1). Not permitting the storage or accumulation of off-loaded disposable pallets on food or kitchen supply deliveries.
 - 2). Prompt relocation of food and other supplies to proper storage areas.
 - 3). Not using the dock areas for storage of returnable food containers.
 - 4). Other practices which interfere with the utilization of the loading dock areas.
 - 5). Providing timely notification to PCSO designated personnel of all deliveries to be made to the loading dock areas, all of which will be subject to search by PCSO designated personnel.



Detention Food Services

RFP# 08-14-10

PAGE 12 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

4. Contractor's supervisory cooks will be responsible for ensuring portion control on food trays being served to inmates within the two (2) facilities (Adult Detention Facility and Juvenile Detention Center). PCSO authorized personnel will supervise the serving of trays within the Adult Detention Division housing areas. Youth Justice Center authorized personnel will supervise the serving of trays within the Juvenile Detention Center.
5. Contractor will provide proper hair restraints or hats, and plastic gloves for the work force inmates serving the inmates at all facilities noted herein.
6. Hot prepared meals will not be kept longer than thirty (30) minutes after established serving hours. Sack meals containing a sandwich, fruit, chips and a beverage shall be available for late arrival transports that were not present during scheduled serving hours. **Please Note:** Work Release inmates will be required to provide their own meals, at their place of employment or en-route to and from place of employment, if scheduled work hours do not coincide with established serving times.
7. PCSO authorized personnel will be responsible for returning trays, carts, etc... within the Adult Detention facilities to the kitchen for cleaning and storage by Contractor's staff. PCSO sub-station personnel will be responsible for maintaining cleaning and sanitation standards within those facilities.
8. Contractor's staff will ensure all kitchen utensils are properly inventoried and stored. All knives will be stored within a lockable "shadow box" container which will be inventoried after each shift.
9. Contractor must maintain in good working condition all equipment located in the food services area of the PCSO-Adult Detention kitchen. All costs for repair and maintenance of the equipment or structure, due to damage caused by the negligent act or omissions of Contractor's staff or inmates under Contractor's supervision, located in these areas will be borne by the Contractor, with no cost obligation to Pinal County. The foregoing notwithstanding, Contractor shall not be responsible for damage caused by intentional acts and or mischief caused by inmates working under Contractor's supervision.
10. Contractor shall buy (at cost) the food inventory in stock at the time of contract award. The PCSO Adult Detention staff will do a physical inventory the day before the contract starts to ensure accuracy.
11. Any meals that are missing from the original meal count, or meals that are non-compliant (i.e. contain foreign objects, are not served at ACA specified temperatures,



Detention Food Services

RFP# 08-14-10

PAGE 13 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

do not meet medical diet guidelines, etc.) must be replaced within thirty (30) minutes at no charge to the County.

12. Adult Detention Kitchen Renovation:

- During the term of this contract, Adult Detention's kitchen will be renovated which is anticipated to start April 1, 2009 and be completed in approximately 30-45 days. Although the kitchen will not be available for food service during that time, the awarded vendor will provide detention food service for both Adult Detention and Juvenile Detention facilities. The method by which the service is provided will be at the will of the awarded vendor and with approval of Pinal County Adult Detention Commander and the Pinal County Environmental Health Department. If the awarded vendor proposes the use of a portable, contained food service kitchen, the County will provide an area on County property of which the location has not been determined. During that time and with this kitchen proposal, the County will provide utilities (excluding telephone / faxing expenses). If the awarded vendor proposes food preparation off the County property, it will be with pre-approval of Pinal County Adult Detention Commander and the Pinal County Environmental Health Department. During this time, individual meal and individual snack costs will include cost of the supply/use of kitchen, food preparation, food and non-food expenses, **meal trays**, eating utensils and cups, paper products, laundry / cleaning supplies, office machines and supplies (example, copier and fax machine, paper, etc.), delivery expenses, labor, etc. used both the preparation and the serving of meals/snacks, the facilities' cleanup and the food service management. Individual meal serving trays will not be provided by the County.

F. Staff Dining Service

- a) Vendor will provide a lunch, dinner, and "a middle of the night" meal daily aka "Staff Dining" service for on-duty security support staff seven (7) days each week.
- b) Only Vendor's employees will prepare and serve the food for "Staff Dining" Service.
- c) The "Staff Dining" service and detainee menus will not be the same. The "Staff Dining" service shall provide an upgraded, hot meal rather than a sandwich or donut-type light meal.
- d) The "Staff Dining" meals for Youth Justice Center will be transported as individual servings on appropriate tableware which the staff can microwave when needed.
- e) The "middle of the night" meal for Adult Detention staff will be served in the Adult Detention's staff lunchroom. The Youth Justice Center's "middle of the night" meals will be transported to that facility. The "middle of the night" meal will be either a full dinner or full breakfast menu and this will be varied during the week.
- f) Sheriff's Office and Adult / Youth Justice Center's administration staff will not be provided the "Staff Dining" service.



Detention Food Services

RFP# 08-14-10

PAGE 14 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

- g) The awarded vendor will provide a fourteen (14) meal rotation menu for “Staff Dining” service which will be posted for on-duty security support staff’s review.
- h) Meal Availability / delivery schedule for meals and snacks are as follows.

Adult Detention:

Breakfast will be available for service between 5:30 and 6:00

Lunch will be available for service between 11:30 and 13:30 in ODR

Dinner will be available for service between 17:00 and 19:00 in ODR

Middle of the night meal will be available for service between 22:30-23:00

Adult Detention snacks’ delivery will be as required.

Youth Justice Center:

Breakfast will be available for service between 6:30 and 7:00

Lunch will be delivered between 11:30 and 12:00

Dinner will be delivered between 16:30 and 17:00

Middle of the night meal will be delivered at 23:30

G. Special Management Meal – Regular recipe:

Ingredients:

6 sl.	Whole Wheat or White Toast-Cubed
1 ½ c.	Grated Cheddar Cheese
¾ c.	Carrots-Cooked or Canned/Drained or Raw-Grated
¾ c.	Spinach-Canned/Drained
½ c.	Seedless Raisins
3 c.	Great Northern or Navy Beans-Cooked or Canned/Drained
3 Tbsp.	Vegetable Oil
1 c.	Tomato Paste-Canned
¾ c.	Nonfat Dry Milk
½ c.	Dehydrated Potato Flakes

Mix the first eight ingredients together in a 12-quart stainless steel mixing bowl. Make sure all wet items are drained. Ingredients may be kneaded together with hands (wearing plastic gloves) or mixed with a spoon. Gradually mix in the dry milk and the potato flakes. The mixture should be stiff and just moist enough to spread. Form three even loaves. Use all-vegetable shortening to grease three, one and one-half pound foil loaf pans. Place the loaves into the greased pans. Bake at 325 degrees Fahrenheit for approximately 40 minutes, until each loaf reaches an internal temperature of 155 degrees Fahrenheit. The loaves will start to pull away from the sides of the pans when cooking is completed. It is suggested that the loaf pans be placed in the oven on a



Detention Food Services

RFP# 08-14-10

PAGE 15 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

sheet pan containing water. This will help keep the bottom of the loaves from burning. This recipe will make one day supply of food for one inmate. A separate loaf should be sent to the inmate at each meal. The foil pan must be removed before the pan is sent to confinement.

Any loaves not being used at the time they are made, should be wrapped in aluminum foil and refrigerated. If the loaves will not be used for a day or more, they should be frozen. Before reheating a frozen loaf, let it thaw in the refrigerator. The aluminum wrapped loaf should be reheated at 325 degrees Fahrenheit for approximately 30 minutes, until the loaf reaches an internal temperature of 165 degrees Fahrenheit. If the loaves come out too dry, a small amount of water may need to be sprinkled on them before reheating.

The loaf may be reheated in a microwave oven (where available) to an internal temperature of 165 degrees Fahrenheit. The cooking time will vary from microwave to microwave. Make sure to remove the loaves from the aluminum pans before placing them into the microwave oven. Rotate each loaf during the reheating process to promote even heat distribution. Measure the internal temperature at several different locations in each loaf to make sure that there are no cold spots. This recipe must be followed exactly. Make NO SUBSTITUTIONS!! Any deviation from this recipe may change the nutritional value of the meals. Each recipe (three loaves) should be prepared separately. An inmate should receive all three loaves from the same batch; therefore, the loaves need to be labeled. In order to have the capability of producing the loaves when needed, at least one case of canned great northern or navy beans should be kept in stock at all times.

H. Special Management Meal – Vegan recipe:

Ingredients:	
½ c.	Carrots-Cooked or Canned/Drained or Raw-Grated
½ c.	Spinach-Canned/Drained
1 ½ c.	Black-eyed Peas-Cooked or Canned/Drained
1 ½ c.	Great Northern or Navy Beans-Cooked or Canned/Drained
1 Tbsp.	Vegetable Oil
1 ¼ c.	Tomato Paste-Canned
1 c.	Soyagen Powder
1 ½ c.	Dry Grits
½ c.	Rolled Oats-Dry

Mix the first six ingredients together in a 12-quart stainless steel mixing bowl. Make sure all wet items are drained. Ingredients may be kneaded together with hands



Detention Food Services

RFP# 08-14-10

PAGE 16 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

(wearing plastic gloves) or mixed with a spoon. Gradually mix in the Soyagen powder, grits and the rolled oats. The mixture should be stiff and just moist enough to spread. Use all-vegetable shortening to grease three, one and one-half pound loaf pans. Divide the mixture evenly among the three greased pans. Bake at 325 degrees Fahrenheit for approximately 40 minutes, until each loaf reaches an internal temperature of 155 degrees Fahrenheit. The loaves will start to pull away from the sides of the pans when cooking is completed. It is suggested that the loaf pans be placed in the oven on a sheet pan containing water. This will help keep the bottom of the loaves from burning. This recipe will make a one day supply of food for one inmate. A separate loaf should be sent to the inmate at each meal. The foil pan must be removed before the pan is sent to confinement.

Any loaves not being used at the time they are made should be wrapped in aluminum foil and refrigerated. If the loaves will not be used for a day or more, they should be frozen. Before reheating a frozen loaf, let it thaw in the refrigerator. The aluminum wrapped loaf should be reheated at 325 degrees Fahrenheit for approximately 30 minutes, until the loaf reaches an internal temperature of 165 degrees Fahrenheit. If the loaves come out too dry, a small amount of water may need to be sprinkled on them before reheating.

The loaf may be reheated in a microwave oven (where available) to an internal temperature of 165 degrees Fahrenheit. The cooking time will vary from microwave to microwave. Make sure to remove the loaves from the aluminum pans before placing them into the microwave oven. Rotate each loaf during the reheating process to promote even heat distribution. Measure the internal temperature at several different locations in each loaf to make sure that there are no cold spots. This recipe must be followed exactly. Make NO SUBSTITUTIONS!! Any deviation from this recipe may change the nutritional value of the meals. Each recipe (three loaves) should be prepared separately. An inmate should receive all three loaves from the same batch; therefore, the loaves need to be labeled. In order to have the capability of producing the loaves when needed, at least one case of canned great northern or navy beans and one case of black-eyed peas should be kept in stock at all times.

II. Statutes & Requirements for Juvenile Detention Center (JDC) Food Service Management Companies

A. **Statutes:** The following statutes from the Arizona Department of Education (ADE), Guidance Manual for School Food Authorities (SFA) shall be referenced for inclusion into this solicitation. Responsibilities of the SFA:

1. §210.16(a)(2), Provisions under Program Agreement
2. §210.16 (a)(5) Signature Authority
3. §210.16 (a)(6) USDA Donated Foods



Detention Food Services

RFP# 08-14-10

PAGE 17 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

4. Quality, Extent and General Nature of Food Service:

- a. §210.16 (c) (3)
 - b. §210.16 (a) (4)
 - c. §210.16 (c) (3)
5. §210.16 (a) (7) Health Regulations
 6. §210.16 (a) (3) Monitoring Responsibilities
 7. §210.16 (a) (8) Use of Advisory Board
 8. §210.16 (b) (1) 21-Day Cycle Menu
 9. Responsibilities of the FSMC:
 - a. §210.16 (c) (2) Health Certification
 - b. §210.16 (b) (1) 21-Day Cycle Menu
 - c. §210.16 (a) Provision of Free and Reduced Price Meals:
 10. §210.16 (a)(6) USDA Donated Foods
 11. §3016.36 (i) (10) and §210.16 (c) (1) Record keeping, OMB Circular No. A-102, Attachment O, paragraph 14.h, ARS §35-214 (a) and §210.16 (c) (1).
 12. §210.16 (c) (1) Reporting
 13. §210.21(d) (2) Buy American Provision
 14. §210.16(d) Contract duration and extension.
 15. §3016.36 (i) (2) Termination clause.

B. Requirements:

1. Energy Policy and Conservation Act, OMB Circular No. A-102, Attachment O, paragraph 14.j.
2. Contract Work Hours and Safety Standards Act, OMB Circular No. A-102, Attachment O, paragraph 14.f.
3. Equal Employment Opportunity – OMB Circular No. A-102, Attachment O, paragraph 14.c.
4. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations, OMB Circular No. A-102, Attachment O, paragraph 14.i.
5. USDA Rights of Copyrights, Patent rights and rights in Data and Reporting Discoveries and Inventions, OMB Circular No. A-102, Attachment O, paragraph 14.g.
6. Compliance with Program Regulations 7 CFR Parts 210, 215, 220, 225 and 250
7. Civil Rights Compliance
8. Debarment, Suspension, Ineligibility and Voluntary Exclusion: Certification regarding debarment/suspension from participating in Federal contracts/grants/awards. A new certification is also required for each renewal period (7 CFR 3017.510). (Appendix A)
9. Certification Regarding Lobbying: Pursuant to 31 USC 1352, must submit a certification regarding lobbying which conforms in substance with the language



Detention Food Services

RFP# 08-14-10

PAGE 18 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

provided in 7 CFR Part 3018. A new certificate is also required for each renewal period (Appendix B).

10. Disclosure of Lobbying Activities: Pursuant to 31 USC 1352, must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis (7 CFR Part 3018) (Appendix B).

11. The Juvenile Detention Center will ensure compliance with the new Federal legislation requiring a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles.

12. The Juvenile Detention Center shall ensure compliance with new Federal legislation requiring every LEA participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP) or Special Milk Program to develop a local wellness program.

13. A copy of the Arizona Department of Education (ADE), Guidance Manual for School Food Authorities (SFA) is available at the Arizona Department of Education's website at:

<http://www.ade.az.gov/healthsafety/cnp/nslp/GuidanceManual/>

III. Staffing Requirements

A. On-site Staffing: Contractor, based upon the information provided herein, is to propose adequate staff to oversee and supervise all aspects of the food service operation. Enough staff must be provided at all times to ensure that the terms of this contract are satisfied. At the Adult Detention Facility, a minimum of one (1) cook supervisor and three (3) Contractor employees per shift will be required. PCSO agrees to provide five (5) inmate workers for every one (1) staff member, to assist with food service operations regarding food preparation, filling of trays, general sanitation, utensil / tray cleaning and trash removal to on-site receptacles. County-sentenced inmates will be referred to as "working trustees". It is expressly agreed that working trustees provided by the PCSO are not to be considered agents or employees of the Contractor. The Contractor agrees to train and supervise such kitchen trustees subject to the overall control of the PCSO. Contractor's onsite employees meet the following standards:

1. All Contractor employees must be able to effectively communicate in English.
2. All Contractor's employees must be at least twenty-one (21) years of age.
3. Contractor's employees shall be free from any physical, emotional or mental condition that might adversely affect their performance. Written certification of compliance must be submitted to the PCSO-Jail Director prior to the employee entering the facility.



Detention Food Services

RFP# 08-14-10

PAGE 19 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

4. Contractor's employees shall agree, in writing, that they understand their person and any personal belonging entering the facility with them are subject to search, without notice, at the discretion of the PCSO-Jail Director. Said employees shall enter and exit County detention facilities through a designated single point of entry.
5. Contractor's employees shall not bring matches, lighters, or tobacco products into the facility. Pinal County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201 – Smoke-free Arizona).
6. Contractor's employees must abide by all PCSO rules and regulations governing the detention facility. Contractor employees will be provided forty (40) hours of training by PCSO to insure compliance.
7. The Vendor will state the total number of employees, including an on-site Manager, which will be providing the food service at Pinal County Adult Detention's kitchen. State the number of weekly hours worked per each employee and total hours worked. It is assumed that the Manager will work 40 hours weekly, at a minimum.
8. Vendor will maintain the sufficient staff to perform the service as the detainee population grows during the contract term.
9. Seven (7) days a week a member of the Vendor's management team, the manager or an assistant, shall be in the Pinal County Adult Detention Kitchen during the preparation of the breakfast, lunch and dinner meals. Seven (7) days a week one of the Vendor's supervisors will be in the Pinal County Adult Detention Kitchen for the preparation of the "middle of the night" meals.
10. The qualifications and availability of the on-site detention food service manager and assistant managers and the support and availability of the district manager are crucial to Pinal County's detention food service. Include the resumes of the on-site manger and the district manager. These two positions shall be two persons; one employee may not do the work of both positions. State the qualifications and availability of the on-site detention food service manager and the support and availability of the district manager. State how these two people will work together for the successful management of the County's detention food service.

B. Fingerprinting and Legal Status: The provisions of A.R.S. §41-2814 (as may be amended from time to time) are hereby incorporated in their entirety as provisions of this Contract. For reference, this provision includes among other requirements those set forth below. The Contractor agrees to comply with A.R.S. §41-2814 as may be amended from time to time.

1. Personnel employed by any facility under contractual agreement with the County, in which committed youth are confined shall, as a condition of employment, have valid class one or class two fingerprint clearance cards



Detention Food Services

RFP# 08-14-10

PAGE 20 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

issued pursuant to Chapter 12, Article 3.1 of this title or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.

2. Pursuant to A.R.S. §41-1758.03, the licensee or contract Contractor shall assume the costs of fingerprinting checks and may charge these costs to persons required to be fingerprinted.

3. This contract may be canceled or terminated immediately if a person employed by the contractor and who has direct contact with committed youth certifies pursuant to the provisions of A.R.S. §41-2814 (or as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this jurisdiction or acts committed in another jurisdiction that would be offenses in this jurisdiction or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

4. The contractor may avoid cancellation or termination of the contract if a person does not possess or has been denied issuance of a valid fingerprint clearance card, or who certifies pursuant to A.R.S. §41-2814 (or as may be amended) that they have been convicted of or are awaiting trial on any of the offenses listed therein, is immediately prohibited from employment or service with the contractor in any capacity requiring or allowing direct contact with committed youth unless the employee is granted a good cause exception pursuant to section 41-619.55.

5. Contract personnel who have direct contact with committed youth shall certify on forms provided by the County and notarized whether they are awaiting trial on or have ever been convicted of or committed any of the criminal offenses defined in A.R.S. §41-2814 (as may be amended from time to time) in this state or similar offenses in another state or jurisdiction.

C. Health and Food Safety Standards: Contractor and its employees shall ensure the standards set forth under A.R.S. Title 36, Arizona Administrative Code Title 9, and the Arizona Department of Public Health Services. Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Contractor shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities. If a conflict arises in the application of standards identified herein, the requirement that shall prevail is the more stringent of the standards specified above.

1. Contractor must obtain and pay for ACA certification of its food service program with Pinal County within the first year of service. In the event that the awarded Contractor already has certification from ACA for its food service program, this certification must be maintained by Contractor for the life of the contract and subsequent renewals, at its own expense.



Detention Food Services

RFP# 08-14-10

PAGE 21 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

2. Contractor must maintain ACA certification during the entire term of this contract including all renewal terms.
3. Contractor will be responsible, at its own expense, to apply for and maintain all local permits to operate a food service facility through the Pinal County Department of Public Health Services.

D. Inmate Staffing: Contractor will outline work opportunities for inmates. Contractor will state the estimated number of inmates to be desired and will be fully responsible for the training and supervision of the inmates working in food services. Contractor must provide sufficient staff to supervise inmate staff at the ratio specified in Section III-A to serve approximately 1500 inmates per meal.

1. Inmates shall not be permitted to supervise other inmates or handle detention facility keys or other security equipment or tools.
2. Inmates shall not be permitted to enter the Contractor's designated office space located in the PCSO Adult Detention Facility.
3. Trash and garbage will be brought to the designated loading dock area by Contractor's employees in trash containers provided by the PCSO at least three times (3) per day, seven days per week, for removal by PCSO and designated staff for these duties. "Working Trustee" inmates **will not** be utilized to remove trash from County Detention facility grounds under supervision of Contractor's staff. This operation will be supervised by PCSO assigned staff only.

E. Security Clearance

1. Pinal County Adult Detention Center reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded Vendor who the Vendor wishes to assign to the Pinal County Adult Detention Center. Only those employees who successfully pass the background process may be utilized at the Pinal County Adult Detention Kitchen.
2. The expense incurred for the security clearance, i.e. background check conducted, will be the responsibility of the awarded Vendor and shall be at the cost of two-hundred and fifty dollars (\$250.00) per individual employee. The awarded Vendor will be invoiced monthly for security clearances that were conducted during a specific month.
3. The security clearance, i.e. background check, may include, but will not be limited to the following:
 - A background investigation, i.e. NCIC, ACIC, local warrants check, Detention Center records check, driver's licenses check, etc.
 - A drug screening, i.e. urinalysis
 - A truth verification examination, i.e. Certified Voice Stress Analysis (CVSA) or polygraph



Detention Food Services

RFP# 08-14-10

PAGE 22 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

IV. Commodities

A. Contractor shall use in their daily menu, among other necessary ingredients, the following USDA Donated Foods: Butter, cheese, cherries, cornmeal, flour, rice, beans, macaroni, spaghetti, potato flakes, honey, shortening, prunes, and any other food commodities offered, when they are available to the County. **Please Note:** USDA Donated Foods such as peanut butter may be utilized by the Juvenile Detention Center only. Additionally, Commodity Products may be utilized for Juvenile Detention Center meals only.

B. Contractor shall use commodities donated to the County by the State Department of Education under the USDA commodity donated program to the fullest extent possible in the preparation of meals. The County shall order available donated food commodities from the Department of Education - Commodity Unit - Offering Sheet, after conferring with representatives of the Contractor as to the type and quantity of such commodities which can be incorporated into the meals prepared.

C. The Contractor shall keep records with respect to the receipt and disposal and inventory of donated commodities as well as formula, recipes, load out sheets, and bills of lading. Any commodities received by the County and made available to the Contractor shall endure only to the benefit of the County's feeding operation and shall be utilized therein.

D. The Contractor's books and record which pertain to the County's feeding operation shall be retained for a period of five years from the close of the federal fiscal year to which they pertain and shall be made available for inspection by either State or Federal representatives at any time, without prior notice, during normal office hours.

E. Donated commodities not utilized by the Contractor must be returned to the County or the Department of Education - Commodity Unit.

F. The Contractor may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this contract any funds received from the sale of such containers. Before any such sale, the Contractor shall obliterate or remove all restrictive markings on the containers if the containers are sold for commercial reuse. The Contractor may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities using the trash removal system designated by the County. The Contractor shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

G. The Contractor and County shall work together to ensure that USDA Commodity items shall be used to the fullest extent possible to reduce County expenditures for food while providing increase in variety on the menus. USDA donated foods are not to be used for



Detention Food Services

RFP# 08-14-10

PAGE 23 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

special functions conducted outside the non-profit school food service. (e.g. catered meals).

H. The Contractor shall rebate the Fair Market Value minus a handling fee for the use of Commodity food items received through the USDA Commodity Program. The rebate shall appear as a separate category on each bill and shall be based on the product used during the month based on the Contractor's records of inventories and usage. The Contractor shall bear all transportation and handling charges associated with the commodities program. Handling fees retained by the Contractor for using USDA products shall be:

1. Group A—100% *
2. Group B—100% (of Fair Market Value)
3. Group C—100%
 - a. In the case of the Juvenile Detention Center, no handling fees shall be allowable. All benefits of the USDA Commodity program shall accrue only to the non-profit school service and shall be fully utilized therein.
 - b. *Group A products are designated by the Federal Commodities Division at the time they become available and shall be distributed by the Department of Education Commodities Unit.
 - c. Exception: The Department allows a 95% handling fee for all butter and canned meat items. The percentages of value shall be taken from the most current published USDA Fair Market Value price list.
 - d. GROUP B DONATED (ENTITLEMENT) FOOD ITEMS:

Commodity Code Item Pack Size

B131 Cornmeal 5/10#
B430 Macaroni 20#
B450 Oats, rolled 50#
B500 Peanuts, roasted 6/10#
B435 Rotini 20#
B670 Salad oil 6/1 gal
B685 Shortening, liquid vegetable 6/1 gal
B720 Shortening, vegetable 12/3#
B840 Spaghetti 20#
B530 Rice, white 25#

e. GROUP C DONATED (BONUS) FOOD ITEMS:

Commodity Code Item Pack Size

B050 Butter 36/1#
B185 Flour, AP 25#
B190 Flour, AP 50#
B235 Flour, bread 25#



Detention Food Services

RFP# 08-14-10

PAGE 24 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

B240 Flour, bread 50#

B60 Flour, whole wheat 50#

f. Contractor shall purchase Produce or other food products that may be supplied by State Institutions to be utilized in the food service. This product cost shall be reimbursed to the County based on the value of the menu item being replaced, if different than the current menu item or at a fair market value agreed upon by the Contractor and the County.

I. Contractor shall purchase all other food products needed to perform service delivery under the terms of this contract as well as to be in compliance with the standards and specifications outlined herein.

J. Any silence, absence or omission from the specifications, outlined herein, concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the County are to be used.

V. Sanitation

A. Contractor shall be responsible for cleaning and housekeeping in the food preparation areas to include the kitchens, transportation vehicles and the provided office space to Contractor by PCSO. Food preparation equipment, to include trays, carts, utensils, and cooking equipment will also be kept clean and in sanitary condition. The above will comply with Federal, State, and Local regulations and standards. Contractor agrees to submit to an inspection by the PCSO, Pinal County's Health Department, and/or any similar government agency as designated by the PCSO. Contractor shall be responsible for conducting daily and weekly safety and sanitation inspections by line staff and supervisors. Reports to be submitted to PCSO designee weekly.

- 1) Vendor will maintain the hygiene of the kitchen so as to pass any and all county and/or state health agencies' inspections with satisfactory ratings and inclusive of ACA (American Corrections Association) standards.
- 2) The awarded Vendor will establish a small kitchenware's fund with one (1) cent of the cost of each meal served. The Vendor will use these monies to purchase small kitchenwares as the need arises. Upon their purchase, ownership will revert to the County. On a month's basis, an accounting of incoming funds and expenditures will be provided to the Food Service Buyer. The management and accounting of these funds will provided by the awarded Vendor who will supply additional information as requested by the County and/or the State of Arizona Auditor General. At the end of this contract, the Vendor will issue a check to the County for the balance of this fund.

B. Contractor agrees to proper and timely removal of trash and garbage from PCSO detention facilities to the onsite dumpsters for each detention location.

C. Contractor agrees to establish a log for hazardous materials, and to comply with all applicable laws and standards concerning the use, storage, and handling of such



Detention Food Services

RFP# 08-14-10

PAGE 25 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

hazardous materials or substances. Grease will be removed in accordance with local health codes.

D. Contractor must pickup trays from Juvenile Detention when delivering next meal.

VI. Contingency Planning

A. Contractor shall provide a contingency plan to PCSO designee and Juvenile Detention Director for providing service, under the terms of this solicitation, in the event of:

1. Power failure
2. Lockdowns
3. Work stoppage or work slowdown due to a labor action by Contractor's employees
4. Weather
5. Fire
6. Catastrophic events
7. Any other cause that would impact normal food services

VII. Reporting Requirements

A. **Annual** (end of County's fiscal year – June 30th – for the term of this contract):

1. Contractor shall provide to PCSO annual documentation verifying payment of and maintenance of all applicable Federal, State and Local licenses, taxes, permits and fees required for the operation of food services within Pinal County.
2. Contractor shall provide to PCSO annual documentation verifying that all of Contractor's employees and staff who provide service to the County's detention centers have maintained State and Local certifications for Food Services as required. This documentation must include records of the successful completion of all mandated training and updates required by ACA as well as Arizona's minimum standards for accreditation.

B. **Semi-annual** (December 15th and June 15th of each contract year)

1. A report on the condition of all food service equipment Contractor's employees will supervise, including orientation and training of kitchen trustees in the use of such equipment to ensure its proper care and safe operation. If negligence by Contractor or Contractor's employees / staff results in a need for repairs and/or replacement of kitchen equipment, Contractor will be responsible for the payment for repair or replacement if warranted.
2. Inventory of all proper safety equipment required for the administration of food preparation services provided to Contractor's employees.

C. **Monthly by the 7th** (for each contract year)



Detention Food Services

RFP# 08-14-10

PAGE 26 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

1. Accurate accounts of sales and meal records in connection with the food services covered by this Contract. All such records shall be retained by the Contractor for a period of three (3) years and may be audited by the PCSO at any time during regular working hours. All records shall be either kept in Pinal County or be available to Pinal County on demand within seventy-two (72) hours.
2. JDC invoices must be detailed to include all costs minus rebates, credits and discounts. This is per 7 CFR 210.21(e)(1), and 220.16(e)(1).
3. The FSMC shall purchase all food and non-food at the lowest price possible consistent with maintaining quality standards and service. The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the District's food service program. If received by the FSMC, such credits, monies or rebates will be used by and only for the benefit of the District and clearly shown as a credit on the next billing cycle. The grade, purchase unit, style, weight, ingredients, formulation, etc. shall be consistent with the following procurement specifications:
 - ♦ Beef USDA inspected
 - ♦ Poultry USDA inspected
 - ♦ Variety meats High quality
 - ♦ Dairy products Grade A
 - ♦ Eggs Fresh Grade A
 - ♦ Fish Government inspected
 - ♦ Fresh fruits US Fancy
 - ♦ Canned fruits US Fancy
 - ♦ Canned vegetables US Fancy
 - ♦ Frozen vegetables High quality
 - ♦ Frozen fruits High quality
 - ♦ All other items High quality

VIII. Customer Service Issues

A. Contractor shall provide an overview of its customer service resolution process, including:

1. Response times for emergency / non-emergency issues.
2. Protocol for escalation of customer service complaints.
3. Identification of the "chain of authority" for resolution of customer service complaints.
4. Outlining how customer services issues are documented, including documentation to be provided to County once an issue has been resolved.
5. The Contractor is required to attend monthly performance meetings. Meetings will take place the third Thursday of each month at 2:00pm at the Pinal County Adult Detention in Florence, Arizona.



Detention Food Services

RFP# 08-14-10

PAGE 27 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

B. The County shall provide the following to Contractor in order that customer service issues may be resolved within a timely manner:

1. Customer service issues will be brought to the attention of Contractor's designated staff by the County's designated Contract Administrator for PCSO, or his/her authorized personnel only.
2. The Contract Administrator for both of these departments and his/her authorized personnel shall maintain an ongoing log of all customer service issues presented to Contractor for resolution for the term of this Contract for Adult detention facilities and Juvenile Detention Center facility respectively. Said log shall include the date of the customer service issue, general description of the issue, the date on which the issue was addressed with Contractor, the date on which the issue was resolved and a general comments section for information pertinent to the issue.

IX. County Responsibilities

- A. County is responsible for providing Contractor with accurate and timely orders for the number of meals to be served to Adult and Juvenile detention inmates within two (2) hours of time of service.
- B. Adequate heat, light, ventilation and all other utilities needed for the provision of food services under the terms of this contract shall be supplied to Contractor by the County. PCSO shall provide Contractor with office space for purposes of administering Contractor's duties outlined herein. Purchase of any furniture, filing cabinets, bookshelves, copy machines, fax machines, computers, and other office equipment, etc. shall be the sole responsibility of Contractor.
- C. Local intercom and business telephone service at no charge to the Contractor. The telephone shall be used only for local service, business-related calls. Should the Contractor desire local service for personal use and non-business related calls or long distance service, whether for business or personal use, a separate telephone line not connected to the County system will be installed at the Contractor's expense.
- D. General maintenance to the building structures from which Contractor will be providing food services shall be maintained, including gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall / ceiling surfaces as well as pest-control services; and all food service equipment repairs, except as outlined on page 18 item 9. The maintenance provided does not include cleaning or housekeeping operations or pest control for the Contractor's food service operations.
- E. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- F. Facility inspections made by the PCSO when deemed necessary, with or without advance notice to the Contractor.



Detention Food Services

RFP# 08-14-10

PAGE 28 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

X. Value-Added Services

This is an optional section where the Contractor may list any services that are not covered above that the Contractor feels would be of value or benefit to this proposal request.

XI. Costs and Payments

A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

B. Applicable Taxes.

1. Payment of Taxes by the County. The County shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract amendment approved by the Board of Supervisors.
2. State and Local Transaction Privilege Taxes. The County is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
4. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W9 Form on file with the County.
5. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The County shall make reasonable efforts to secure such funds.

XII. Notice Warning



Detention Food Services

RFP# 08-14-10

PAGE 29 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

A. Unauthorized Items: Any person who takes into or out of or attempts to take into or out of the County's Adult or Juvenile Detention Facilities or the grounds belonging to or adjacent to these facilities, any item not specifically authorized by the PCSO (Adult Detention Centers) and/or Probation (Juvenile Detention Center), shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages. **Please Note:** Contractor's staff will ensure no photograph devices are brought into secured facilities, including cell phone / PDA devices with camera / photograph capabilities, unless specific written permission is obtained in writing from PCSO designated facilities' Administrator designated Juvenile Detention Center Administrator. At no time will photographs be taken by Contractor's staff without this express written authorization. Contractor's staff receiving express written authorization for cell / PDA devices which include camera / photograph capability, will utilize them for Contractor's staff purpose only. **No County-held inmate or "working trustee" will have access to or be allowed to utilize cell / PDA devices at any time.**

B. Definition A.R.S. § 13-2501 — Contraband: Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).

C. Promoting prison contraband A.R.S. § 13-2505: A person, not otherwise authorized by law, commits promoting contraband:

- 1) By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- 2) By knowingly conveying contraband to any persons confined in a correctional facility; or
- 3) Knowingly making, obtaining, or possessing contraband in a correctional facility.

D. Liquidated Damages – Supplies and Services

1. If the Contractor fails to deliver the supplies or performs the services within the time specified in this contract (by 8:00 am for adult and juvenile breakfasts, by 1:30 pm for adult and juvenile lunches, by 6:30 pm for adult and juvenile dinners) the Contractor shall, in place of actual damages, pay to Pinal County liquidated damages of \$4,500.00 per calendar day of delay up to thirty (30) days.
2. If Pinal County terminates this contract in whole or in part for default the Contractor is liable for liquidated damages accruing while Pinal County reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase.



Detention Food Services

RFP# 08-14-10

PAGE 30 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

3. The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond their control and without the fault or negligence of the Contractor.

XIII. PROJECT CRITERIA:

All work performed by Consultant under this contract shall, as a minimum, be in accordance with:

- A. Americans with Disabilities Act of 1990

XIV. USAGE REPORT:

- A. The Contractor shall furnish the County a quarterly usage report delineating the activity governed by the Contract.

XV. TAX:

- A. No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

XVI. DELIVERY:

- A. It shall be the Contractor's responsibility to meet the proposed delivery requirements. Pinal County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

XVII. MATERIALS TO BE SUBMITTED TO SATISFY SELECTION CRITERIA:

The format of your proposal response shall be as follows:

- a) Offer Cost Form on page 49.
- b) All attachment forms, completed, on pages 50-60.
- c) Bid performance in the sum of \$50,000.00
 - The County reserves the right to require the Contractor to furnish a Performance Bond in the amount of \$50,000 within 20 calendar days after receiving the Notice of Award. The Performance Bond shall be issued by a firm licensed to do business in the State of Arizona and shall remain in full force and effect throughout the contract as a guarantee toward the Liquidated Damages, unless such requirement is waived or released by the County.
- d) Sample of an ADA-approved 28-day menu cycle.

Information to satisfy the evaluation criteria of this solicitation.



Detention Food Services RFP# 08-14-10

PAGE 31 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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.



Detention Food Services

RFP# 08-14-10

PAGE 32 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services

RFP# 08-14-10

PAGE 33 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services

RFP# 08-14-10

PAGE 34 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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 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.

3-3 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.



Detention Food Services

RFP# 08-14-10

PAGE 35 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

- 3-4 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.
- 3-5 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.
- 3-6 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.
- 3-7 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 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.
- 3-8 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



Detention Food Services

RFP# 08-14-10

PAGE 36 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.

3-9 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.

3-10 ADVERTISING: The Responder/Contractor shall not advertise or publish information concerning this Solicitation or the resulting Contract without prior written consent of the County.

3-11 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 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



Detention Food Services

RFP# 08-14-10

PAGE 37 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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 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



Detention Food Services

RFP# 08-14-10

PAGE 38 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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.
- 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.



Detention Food Services

RFP# 08-14-10

PAGE 39 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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, 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



Detention Food Services

RFP# 08-14-10

PAGE 40 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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 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. Contractor 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.



Detention Food Services

RFP# 08-14-10

PAGE 41 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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

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



Detention Food Services

RFP# 08-14-10

PAGE 42 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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.
- 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.



Detention Food Services

RFP# 08-14-10

PAGE 43 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

- 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.
- 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



Detention Food Services

RFP# 08-14-10

PAGE 44 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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 County) and all other types of claims 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



Detention Food Services

RFP# 08-14-10

PAGE 45 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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 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.



Detention Food Services

RFP# 08-14-10

PAGE 46 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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) 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



Detention Food Services

RFP# 08-14-10

PAGE 47 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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.
- 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.



Detention Food Services RFP# 08-14-10

PAGE 48 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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.



Detention Food Services

RFP# 08-14-10

PAGE 49 OF 60

Pinal County
 Finance Department
 31 N. Pinal St.
 Bldg. A
 P.O. Box 1348
 Florence, AZ 85232

CONTRACTOR'S 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 provide a clear understanding of the solicitation requirements?	
Did you include your firm's capabilities and support for your proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your return box marked with the RFP # and Due Date and Time?	
Did you include one original and 7 copies of your offer in the boxes?	
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)?	
Did you sign your Offer sheet? Double check!	

OFFER COST FORM

I / We, the undersigned, propose to provide Detention Food Service including, but not limited to those items hereinafter described. *(Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)*

I / We further declare that I/we have carefully read and examined all information to the referenced Request for Proposals. I/We agree to comply with the County rules, regulations and policies.

The undersigned agrees to perform the Detention Food Service Contract for the amount proposed below. No fees can be charged that are not itemized below.



Detention Food Services

RFP# 08-14-10

PAGE 50 OF 60

Pinal County
 Finance Department
 31 N. Pinal St.
 Bldg. A
 P.O. Box 1348
 Florence, AZ 85232

PRICING:

Proposed pricing must remain firm for a period of 60 days after the Response due date. Contractor will state individual meal cost per each category listed below.

TOTAL SERVED IN ONE MONTH	110,000 TO 120,000	120,001 TO 130,000	130,001 TO 140,000	140,001 TO 150,000	150,001 PLUS
Cost per one Meal *					
Cost per one Snack *					
Cost per one Sack Lunch* **					

* Monthly total meals for Pinal County Adult and Youth Justice Centers will be added together to produce this figure.

** This is the cost of a sack lunch, it is not the breakfast which is cold and served in a sack.

 Name of Company

 Date Signed

 Authorized Signature/Local
 Representative

 Telephone/Fax Number



Detention Food Services RFP# 08-14-10

PAGE 51 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services

RFP# 08-14-10

PAGE 52 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services

RFP# 08-14-10

PAGE 53 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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: _____		



Detention Food Services

RFP# 08-14-10

PAGE 54 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services RFP# 08-14-10

PAGE 55 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services RFP# 08-14-10

PAGE 56 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services

RFP# 08-14-10

PAGE 57 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

ATTACHMENT G: W-9 FORM

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



Detention Food Services

RFP# 08-14-10

PAGE 58 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services RFP# 08-14-10

PAGE 59 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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



Detention Food Services RFP# 08-14-10

PAGE 60 OF 60

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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