



PINAL COUNTY
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RFP-151921 Detention Food Service

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

NOTICE OF REQUEST FOR PROPOSAL

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: ADULT DETENTION & YOUTH JUSTICE CENTER FOOD SERVICE

Contract Type: FIRM FIXED PRICE

Contract Period: INITIAL PERIOD: JULY 1, 2016 – JUNE 30, 2017
FIRST RENEWAL YEAR (OPT): JULY 1, 2017 – JUNE 30, 2018
SECOND RENEWAL YEAR (OPT): JULY 1, 2018 – JUNE 30, 2019
THIRD RENEWAL YEAR (OPT): JULY 1, 2019 – JUNE 30, 2020
FOURTH RENEWAL YEAR (OPT): JULY 1, 2020 – JUNE 30, 2021

Optional Pre-Submittal Site Visit: 9 A.M. WEDNESDAY, APRIL 6, 2016
PINAL COUNTY ADULT DETENTION
971 NORTH JASON LOPEZ CIRCLE, BUILDING B
FLORENCE, AZ

Question Due Date: APRIL 13, 2016

Solicitation Due Date: BY 2:00 PM ARIZONA TIME ON APRIL 26, 2016

Number of Copies Required: ELECTRONIC SUBMITTAL

Solicitation Opening Date: BY 2:15 PM ARIZONA TIME ON APRIL 26, 2016

Solicitation Opening Location: PINAL COUNTY FINANCE DEPARTMENT
31 NORTH PINAL STREET
BUILDING A
FLORENCE, AZ 85132

Procurement Officer Contact Name: LORI PRUITT

Telephone: (520) 866-6262

Fax: (520) 866-2903

E-mail: lori.pruitt@pinalcountyaz.gov



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END OF SOLICITATION



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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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Definitions

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The following definitions apply to the entire Solicitation Document:

“7 CFR 250” means reference to requirements for Distribution and Control of Donated Foods

“7 CFR 245” means reference to requirements for Verification Process.

“ADE” means the Arizona Department of Education.

“ASCS” means After School Care Snack.

“ASCSP” means After School Care Snack Program.

“Attachment” means any item the Solicitation requires a Responder to submit as part of the Offer.

“CACFP” means Child and Adult Care Food Program.

“CFR” means Code of Federal Regulations

“CN” means Child Nutrition.

“CNP” means Child Nutrition Program

“CCC” means Commodity Credit Corporation.

“Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Addendums.

“Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

“Contractor” means any person who has a Contract with the County.

“Cost-reimbursable contract” means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a Fixed-Fee.

“County” means Pinal County and any Department or Office of the County that executes the Contract.

“County Board of Supervisors” means 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.

“Days” means calendar days unless otherwise specified.

“DF” means Donated Food

“Director” means the Finance Director (Chief Financial Officer) for Pinal County.

“DOE” means Department of Education

“Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

“Fiscal Year” means the period beginning with July 1 and ending June 30.

“Fixed Fee” means agreed upon amount that is fixed at the inception of the Contract.

“FNS” means USDA Food Nutrition Services (www.fns.usda.gov)

“FSMC” means Food Service Management Company.

“Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

“Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

“May” means something that is not mandatory but permissible.

“NSLP” means National School Lunch Program.

“Office or User Department” means the County elected official’s office or County division responsible for managing the Contract and/or



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Definitions

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the project.

“Offer” means bid, proposal or quotation.

“Offeror” means a vendor who responds to a Solicitation.

“Offer Due Date” means the exact date and time offers are due.

“Procurement Officer” means the person, or his or her designee, duly authorized by the County to administer Contracts and make written determinations with respect to the Contract.

“RCCI” means Residential Child Care Institution.

“RDA” means Recommended Daily Allowance.

“Responder” means a vendor who responds to a Solicitation.

“Responsible Offeror” means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest Proposal.

“Responsive Offeror” means the Offeror who submits a Proposal that conforms in all material respects to this Request for Proposal, Instruction to Offerors and the Plans and Specifications which are incorporated herein by this reference.

“SBP” means School Breakfast Program.

“Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

“SFA” means School Food Authority and refers to Pinal County Adult Detention and Youth Justice Center, administrators of the contract.

“SFSP” means Summer Food Service Program (Seamless/Simplified).

“Shall, Will, Must” means a mandatory requirement.

“Should” means something that is recommended but not mandatory.

“SMP” means Special Milk Program.

“Solicitation” means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).

“Solicitation Addendum” means a written document that is issued by the Procurement Officer for the purpose of making changes to the Solicitation.

“Sponsor” means the same as “Arizona Schools”, but also includes non-profit ownership’s participating in the educational system of the State, public or non-profit residential childcare institution (RCCI) which operates principally for the care of children.

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

“TVP” means Textured Vegetable Protein.

“USDA” means United States Department of Agriculture.

END OF DEFINITIONS



SECTION 1
Special Instructions

1 DEFINITIONS

1.1 The Definitions on page 3 of this Solicitation apply to these Special Instructions.

2 INQUIRIES

2.1 All questions related to this Request for Proposal shall be directed to the Procurement Officer, Lori Pruitt at Lori.Pruitt@pinalcountyaz.gov. Questions should be submitted in writing. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

2.2 Responders may not contact any County employees other than the Procurement Officer concerning this procurement while the Solicitation and evaluation are in process.

3 OFFER PREPARATION

3.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.

3.2 Acknowledgement of Solicitation Addendums. Offers shall include any/all signed Solicitation Addendum(s), as described in section 3.7 of the Uniform Instructions.

Solicitation Addendums are posted on the Pinal County website at the following address: <http://pinalcountyaz.gov/Purchasing/Pages/CurrentSolicitations.aspx>. It is the responsibility of the Responder to periodically check this website for any Solicitation Addendum. Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgment for electronic submission, when authorized) copy of a Solicitation Addendum may result in rejection of the Offer.

3.3 Estimated Quantities. The county anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the contractor. The quantities that may be reflected in the solicitation are estimates only.

3.4 Offer Content. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as "standard procedures will be employed" or "well-known techniques will be used", etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.

3.5 Response Forms. Offers shall include the following completed Response Forms.

- 3.5.1 Attachment 7.1 QUALIFICATION OF OFFEROR
- 3.5.2 Attachment 7.2 OFFEROR'S REFERENCES
- 3.5.3 Attachment 7.3 FIXED-FEE CONTRACT PRICING SUMMARY
- 3.5.4 Attachment 7.4 LABOR COSTS
- 3.5.5 Attachment 7.5 SCHEDULE OF TERMS FOR THE FSMC GUARANTEE
- 3.5.6 Attachment 7.6 FINANCIAL PROJECTED WORKSHEET
- 3.5.7 Attachment 7.7 28-DAY CYCLE BREAKFAST MENU
- 3.5.8 Attachment 7.8(a) 28-DAY CYCLE LUNCH MENU
- 3.5.9 Attachment 7.8(b) 28-DAY CYCLE DINNER MENU
- 3.5.10 Attachment 7.9 OFFEROR'S INTERNAL ACCOUNTING PROCESS
- 3.5.11 Attachment 7.10 OFFEROR'S ORGANIZATION CHART
- 3.5.12 Attachment 7.11 OFFEROR'S PERSONNEL INFORMATION
- 3.5.13 Attachment 7.12 OFFEROR'S DRUG FREE WORKPLACE POLICY
- 3.5.14 Attachment 7.13 OFFEROR'S STAFFING SCHEDULE
- 3.5.15 Attachment 7.14 OFFEROR'S TRAINING PROGRAM



SECTION 1
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- 3.5.16 Attachment 7.15 OFFEROR'S FOOD SERVICES PROGRAM LIST
- 3.5.17 Attachment 7.16 OFFEROR'S DISCONTINUED OR TERMINATED SERVICES
- 3.5.18 Attachment 7.17 CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES
- 3.5.19 Attachment 7.18 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
- 3.5.20 Attachment 7.19 STATEMENT OF NO BID
- 3.5.21 Attachment 7.20 DEVIATIONS AND EXCEPTIONS
- 3.5.22 Attachment 7.21 CONFIDENTIAL/PROPRIETARY FORM
- 3.5.23 Attachment 7.22 NON-COLLUSION AFFIDAVIT
- 3.5.24 Attachment 7.23 IRS W-9 FORM
- 3.5.25 Attachment 7.24 ADDENDUM ACKNOWLEDGEMENT FORM
- 3.5.26 Attachment 7.25 OFFER & ACCEPTANCE FORM

3.6 Offer Format. Offers shall follow the following format: The Offer shall contain a Title Page that identifies the solicitation number and provides the Responder Name, Address, Telephone Number as well as the Name and Title of the Solicitation Contact Person. The Offer shall be organized into five (5) sections as follows:

3.6.1 Section One shall be titled **Executive Summary**. This section shall include:

- A. Certificate of Independent Price Determination (Attachment 7.18)
- B. Signed copy of the Offer & Acceptance Form (Attachment 7.25)

3.6.2 Section Two shall be titled **Pricing**. This section shall include the information described in the Pricing Section of the RFP and a complete Fixed-Fee Contract Pricing Summary (Attachment 7.3).

3.6.3 Section Three shall be titled **Method of Approach and Implementation Plan**. This section shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action and shall include:

- A. Labor Costs (Attachment 7.4)
- B. Schedule Terms for the FSMC Guarantee (Attachment 7.5).
- C. Financial Projected Worksheet (Attachment 7.6).
- D. The FSMC must submit a comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities *used* on the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.
- E. 28-Day Cycle Breakfast Menu that will meet the USDA requirements (Attachment 7.7).
- F. 28-Day Cycle Lunch Menu that will meet the USDA requirements (Attachment 7.8(a)).
- G. 28-Day Cycle Dinner Menu that will meet USDA requirements (Attachment 7.8(b)).
- H. Provide a comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles to meet the USDA guidance effective July 1, 2006. Public Law 108-265.
- I. Offeror's Internal Accounting Process with detailed information (Attachment 7.9).

3.6.4 Section Four shall be titled **Experience, Expertise and Reliability**. This section shall provide information which reflects the Offeror's experience and reliability. This section shall specifically address or include:

- A. Qualification of Offeror (Attachment 7.1)
- B. At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation (Attachment 7.2).
- C. Offeror's Organization Chart (Attachment 7.10).
- D. Résumés of all FSMC management staff (Attachment 7.11).
- E. Offeror's Drug Free Workplace Policy (Attachment 7.12).
- F. Offeror's Staffing Schedule to include a daily listing of employees by position description, the daily hours scheduled to work for each employee and the corresponding wage rate for each employee. Each staffing schedule shall describe the total daily hours and daily cost (Attachment 7.13).
- G. Offeror's Training Program (Attachment 7.14).
- H. Offeror's Food Services Program List (Attachment 7.15).
- I. Offeror's Discontinued or Terminated Services for the last five (5) years (Attachment 7.16).



SECTION 1
Special Instructions

3.6.5 Section Five of the Offer shall be titled **Required Documents**. This section shall contain the following required documents, as applicable:

- A. Certification Regarding Lobbying and Disclosure of Lobbying Activities (Attachment 7.17).
- B. Deviations and Exceptions (Attachment 7.20).
- C. Confidential/Proprietary Form (Attachment 7.21).
- D. Non-Collusion Affidavit (Attachment 7.22).
- E. IRS W-9 Form (Attachment 7.23)
- F. Addendum Acknowledgment Form (Attachment 7.24)

3.7 Additional Special Instructions. Responders shall see the attachments within the Solicitation for Additional Special Instructions associated with this Solicitation.

3.8 Additional Terms and Conditions. Responders shall see the attachments within the Solicitation for Additional Terms and Conditions.

4 SUBMISSION OF OFFER

4.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the County shall take precedence. As provided in the Solicitation Instructions, Responders are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the County.

5 EVALUATION

5.1 Offer Opening. As this is a Request for Proposals, Offers shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will not be read. Offers will not be subject to public inspection until after contract award.

5.2 Step One. Initial review of Offers to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.

5.3 Step Two. Evaluation of offers to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Statement of Work.

5.4 Step Three. (Optional – at Pinal County's discretion) Discussions with Offerors concerning their offers. This step includes requests for Final Proposal Revisions from Offerors still considered susceptible of winning contract award.

5.5 Step Four. In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Pricing: Demonstrated capability to meet the needs of the SFA food operations using the best cost effective method. Also the Offeror must meet the pricing information as described in the Pricing Section.

2. Method of Approach and Implementation Plan: Demonstrated capability to meet the needs of the SFA food operation service as described in the Method of Approach and Implementation Plan section of the Scope of Work. This shall include information on how Offeror plans on conducting business in the SFA.

3. Experience, Expertise and Reliability: Demonstrated experience in operating a food service operation in a SFA. This can be Arizona experience, or another food service program, and may include evaluation of references submitted.

5.6 Evaluation of Optional Terms. The County will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the County to exercise the option(s).

5.7 Discussions. The County reserves the option to conduct discussions with those Offerors who submit Offers determined by the County to be reasonably susceptible of being selected for award.



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SECTION 1 Special Instructions

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- 5.8 **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the County may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Responders the opportunity to alter or change its proposal.
- 5.9 **Negotiations.** County may conduct negotiations with those Responders who's Offers are determined by the County to be reasonably susceptible of being selected for award. Negotiations may be in writing or in person and may include presentations, site visits or demonstrations.
- 5.10 **Responsibility, Responsiveness and Acceptability.** In accordance with Pinal County Procurement Code PC1-328(H), County shall consider the following in determining Responder responsibility as well as the responsiveness and acceptability of their Offer.

Responders may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Responders may not be considered responsible if they have had a contract with the County, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Responders may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the County or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references (including those found outside of the submittal). Other factors that the County may evaluate to determine responsibility include, but are not limited to excessively high or low pricing, compliance with applicable laws, and financial capacity to perform as specified. The County reserves the right to review the qualifications of any key personnel to be assigned to provide services.

Offers may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the Offer in accordance with the evaluation criteria identified in the Solicitation including (i) a completed Offer and Acceptance Form; (ii) completed Solicitation Addendums acknowledging any/all changes to the Solicitation; (iii) a response to the County's Statement of Work, (iv) a price proposal; or (iv) other certifications or bond sureties required in the Solicitation.

- 5.11 **Best and Final Offers.** If negotiations are conducted, the County shall issue a written request for a Best and Final Offer. The request shall set forth the date, time and place for the submission of the Best and Final Offer. Best and Final Offers shall be requested only once, unless the County makes a determination that it is advantageous to conduct further negotiations or change the solicitation requirements.

6 AWARD

- 6.1 **Contract Document Consolidation.** At its sole option, following any contract award(s) the County may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and components of the Contractor's Offer only pertaining to the Solicitation; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 6.2 **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.



SECTION 2
Uniform Instructions

1 **DEFINITIONS** - The Definitions on page 3 apply to these Uniform Instructions.

2 **INQUIRIES**

- 2.1 Duty to Examine. It is the responsibility of each Responder to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Responder shall not contact or direct inquiries concerning this Solicitation to any other County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3 Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The County shall consider the relevancy of the inquiry but is not required to respond in writing.
- 2.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the County. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.
- 2.5 No Right to Rely on Verbal Responses. A responder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Addendum. The Solicitation shall only be modified by a Solicitation Addendum.
- 2.7 Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Responders should raise any questions about the Solicitation or the procurement at that time. A Responder may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Addendum.
- 2.8 Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3 **OFFER PREPARATION**

- 3.1 Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall only be submitted through Pinal County's web portal, Bonfire. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2 Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Responder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted on Attachment 7.20 in which the Responder clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Responder's preprinted or standard terms will not be considered by the County as a part of any resulting Contract.



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SECTION 2 Uniform Instructions

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- 3.4.1 Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.4.2 Request for Proposals. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5 Subcontracts. Responder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation. The County will not reimburse any Responder the cost of responding to a Solicitation.
- 3.7 Solicitation Addendum. Each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer.
- 3.8 Federal Excise Tax. The County is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the County.
- 3.9 Provision of Tax Identification Numbers. Responders are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number by attaching a current W-9 Form.
- 3.9.1 Employee Identification. Responder agrees to provide an employee identification number or social security number to the County for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the responder is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate County and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.10 Identification of Taxes in Offer. The County is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11 Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Responder shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Responder shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12 Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
 - 3.12.2 Uniform Terms and Conditions;
 - 3.12.3 Statement or Scope of Work;
 - 3.12.4 Specifications;
 - 3.12.5 Attachments;
 - 3.12.6 Exhibits;
 - 3.12.7 Special Instructions to Responders;
 - 3.12.8 Uniform Instructions to Responders; and
 - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Responder warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should



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the State request evidence of compliance, the Responder shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

3.15 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

4 SUBMISSION OF OFFER

4.1 Online Offer Submission. Each offer shall be submitted through Pinal County's web portal, Bonfire.

Requested Information

Name	File Type	Requirement
Section 1 - Executive Summary - Title Page	PDF (.pdf)	Required
Section 1 - Executive Summary - Certificate of Independent Price Determination (Attachment 7.18)	PDF (.pdf)	Required
Section 1 - Executive Summary - Offer & Acceptance Form (Attachment 7.25)	PDF (.pdf)	Required
Section 2 - Pricing - Fixed-Fee Contract Pricing Summary (Attachment 7.3)	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - Narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - Labor Costs (Attachment 7.4)	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - Schedule Terms for the FSMC Guarantee (Attachment 7.5)	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan – Financial Projected Worksheet (Attachment 7.6)	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - Comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities used on the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - 28-Day Cycle Breakfast Menu that will meet the USDA requirements (Attachment 7.7)	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - 28-Day Cycle Lunch Menu that will meet the USDA requirements (Attachment 7.8(a))	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - 28-Day Cycle Dinner Menu (Attachment 7.8(b))	PDF (.pdf)	Required



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Name	File Type	Requirement
Section 3 - Method of Approach and Implementation Plan - Comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles to meet the USDA guidance effective July 1, 2006. Public Law 108-265	PDF (.pdf)	Required
Section 3 - Method of Approach and Implementation Plan - Internal Accounting Process with detailed information (Attachment 7.9)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Qualification of Offeror (Attachment 7.1)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation (Attachment 7.2)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Organization Chart (Attachment 7.10)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Résumés of all FSMC management staff (Attachment 7.11)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Drug Free Workplace Policy (Attachment 7.12)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Staffing Schedule to include a daily listing of employees by position description, the daily hours scheduled to work for each employee and the corresponding wage rate for each employee. Each staffing schedule shall describe the total daily hours and daily cost (Attachment 7.13)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Training Program (Attachment 7.14).	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Food Services Program List (Attachment 7.15)	PDF (.pdf)	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Discontinued or Terminated Services for the last five (5) years (Attachment 7.16)	PDF (.pdf)	Required
Section 5 - Required Documents - Certification Regarding Lobbying and Disclosure of Lobbying Activities (Attachment 7.17)	PDF (.pdf)	Required
Section 5 - Required Documents - Deviations and Exceptions (Attachment 7.20)	PDF (.pdf)	Required
Section 5 - Required Documents - Confidential/Proprietary Form (Attachment 7.21)	PDF (.pdf)	Required
Section 5 - Required Documents - Non-Collusion Affidavit (Attachment 7.22)	PDF (.pdf)	Required
Section 5 - Required Documents - IRS W-9 Form (Attachment 7.23)	PDF (.pdf)	Required
Section 5 - Required Documents - Addendum Acknowledgment Form (Attachment 7.24)	PDF (.pdf)	Required
Any other Additional Documents Offeror would like to submit	Any (*.*)	Optional

Upload your submission at: <https://pinalcountyz.bonfirehub.com/opportunities/1228>

4.2 **Offer Due Date.** The exact due date and time that offers are due as stated on the Solicitation cover page.



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- 4.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4 Public Record. All Offers submitted and opened are public records and must be retained by the County. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the County. If a Responder believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The County shall determine whether the identified information is confidential pursuant to the Pinal County Procurement Code.
- 4.5 Non-collusion, Employment, and Services (Certification). By signing the Offer and Acceptance Form or other official contract form, the Responder certifies that:
- 4.5.1 The Responder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.5.2 The Responder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.
- 4.6 Gratuities Prohibited/Integrity of Offers. 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. 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.
- 4.7 Certification Regarding Lobbying and Activities. Complete Attachment 7.17 and submit with offer. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, and U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *This signed attached form shall become part of the contract.*
- 4.8 Debarment or Suspension Certification. By signing the Offer section of the Offer and Award page, the respondent or Offeror certifies that the firm, business or person submitting the proposal or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract. The SFA also may exercise any other remedy available by law.
- 4.8.1 Certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).
- 4.8.2 The prospective lower tier participant (FSMC) agrees, by signing the Offer and Award form, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 4.9 Certificate of Independent Price Determination. Complete Attachment 7.18 and submit with offer. By submission of this offer, the Offeror certifies, and in the case of a joint Offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- 4.9.1 The prices in this Offer have been arrived at independently, without consultation, communication or Agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
- 4.9.2 Unless otherwise required by law, the prices which have been quoted in this Offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror or to any competitor; and
- 4.9.3 No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition.



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- 4.10 Inclusive Offeror. Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority-owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority-owned business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

5 EVALUATION

- 5.1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 5.4 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5 Disqualification. A Responder (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6 Offer Acceptance Period. A Responder submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, a Responder shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the County reserves the right to:
- 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.

6 AWARD

- 6.1 Number or Types of Awards. The County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the County. If the Procurement Officer determines that an aggregate award to one Responder is not in the County's best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Responder to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors, County Manager, Chief Financial Officer, or their designee's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3 Effective Date. The effective date of this Contract shall be the date that the Board of Supervisors, County Manager, Chief Financial Officer, or their designee signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract or Contract Award.

7. PROTESTS

- 7.1 Protests. A protest shall comply with and be resolved according to the Pinal County Procurement Code Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the Finance Director. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after contract award. A protest shall include:
- 7.1.1 The name, address and telephone number of the protester;



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- 7.1.2 The signature of the protester or its representative;
- 7.1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 7.1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.1.5 The form of relief requested.



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1 INTRODUCTION AND BACKGROUND

1.1 **Introduction.** Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima counties, approximately 50 miles from downtown Phoenix, and downtown Tucson. Pinal County's population in 2012 was estimated at 385,000.

The economy of the County is largely based on agriculture and copper mining, with farming predominating in the western half of the County, and mining in the eastern half. Industrial and service jobs are being created in the population centers of Casa Grande, Coolidge, Eloy, and Apache Junction. Pinal County has a five -member Board of Supervisors with a Board-Manager form of government.

1.2 **Background.** Pinal County has two facilities in which detainees are incarcerated: Pinal County Adult Detention, 971 North Jason Lopez Circle, Building B, Florence, AZ 85132 and Pinal County Youth Justice Center, 1410 N Diversion Dam Road, Florence, AZ 85132. Both are non-smoking facilities.

The kitchen is located at the Pinal County Adult Detention, 971 North Jason Lopez Circle, Building B, Florence, AZ 85132 and will be used to facilitate meal service for both units.

The current number of beds at the Adult Detention facility is 1532 and its daily average population is 700. The current number of beds at the Youth Justice Center is 96 and its daily average population is 20.

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

Besides the routine detainees from Pinal County Sheriff's Office and in-county cities and towns, Pinal County may house contract detainees who are from all parts of the United States and foreign countries.

1.3 **Objective.** The Pinal County Adult Detention and Youth Justice Center, also referred to in this RFP as the "School Food Authority" (SFA), seek to enter into a contract with a Contractor, also known as a Food Service Management Company (FSMC), to operate and manage food service operations. This will include food service to both detainees and operations staff. The FSMC will deliver a high quality food service that meets the nutritional and health standards that follow in this RFP. They shall operate the program with a professional manner using staff with correctional environment experience. The FSMC shall maintain an open and collaborative relationship with the administration and staff of the Pinal County Sheriff's Office (PCSO) and other County offices. They shall operate the facility in the most cost effective way and in a transparent manner to officials from Pinal County.

The selected FSMC will be responsible for the management of the food services staff, quality, control, training and development of staff, extensive, operational and technical support as well as financial management of the program. In submitting a proposal, the FSMC agrees that it will perform the work described in their RFP offer and Agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency. By reading and accepting this pre-qualification outline, the interested FSMC acknowledges that the SFA has no obligation to contract, unless, in its sole opinion, it is in its best interest to do so. The SFA may request of the FSMC additional food service programs per the terms of the RFP.

This Statement of Work addresses the specific requirements of both the Adult Detention and Youth Justice facilities. It is the goal of Pinal County to have a contractor that produces a single food service solution that satisfies both Adult and Youth requirements without incurring additional costs. Responders must address each section of the RFP in their proposals.

The Pinal County Youth Justice Center currently participates in the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and the After School Care Snack Program (ASCSP) and as such will adhere to the following Code of Federal Regulations in the oversight of the food service program. Although the SFA does not currently participate in the NSLP surplus food commodities program, it reserves the right to do so at any point during the contract term. The FSMC will be expected to revise menus to include the available products in menus to the greatest extent possible. The following are requirements of the SFA:

1.3.1 Adhere to the procurement standards specified in §210.21 when contracting with the food service management company;



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- 1.3.2 Retain control of the nonprofit school food service account and overall financial responsibility for the food service operation. The SFA retains control of the quality, extent and general nature of the food service and prices charged to children for meals. 7CFR§210.16(a)(4)
- 1.3.3 Retain signature authority on the Food Program Permanent Service Agreement, free and reduced policy statement and claims. 7CFR§210.16(a)(5) and §210.21(b)
- 1.3.4 Shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC through periodic on-site visits. 7CFR§210.16(a)(3) and §210.21(e)(1)
- 1.3.5 Shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. 7CFR§210.16(a)(8)
- 1.3.6 Maintain applicable health certification and assure that all State and Local regulations are being met by FSMC within Pinal County facilities.

2 FOOD/MEAL REQUIREMENTS

- 2.1 Number of Meals. The Contractor shall provide nutritious meals to inmates/detainees three (3) times per day, seven (7) days per week, 365 days per year (or 366 days per year during leap years).
- 2.2 Standards/Guidelines. The Contractor shall provide meals that meet the following standards and guidelines:
 - 2.2.1 Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912 – Food Service System at: <http://www.azcorrections.gov>.
 - 2.2.2 American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions at: <http://www.aca.org/standards/healthcare/Standars.asp>.
 - 2.2.3 Incorporate Arizona Department of Education (ADE) requirements set forth in this RFP that relate specifically to standards necessary for participation in the National School Lunch Program.
 - 2.2.4 Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board at: <http://fnic.nal.usda.gov>
 - 2.2.5 Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC) at: <http://www.ncchc.org/pubs/index.html>
 - 2.2.6 Standards for religious diets as designated by the Arizona Department of Corrections.
 - 2.2.7 Current US Department of Health and Human Services, Public Health Services, Food and Drug Administration, Food Code and directed within State of Arizona Juvenile Detention Facilities Section III B 1.
 - 2.2.8 Food containers that are damaged, including cans that are dented, are not acceptable.
 - 2.2.9 Measurements for menu specifications are as follows:
 - A. Entrée portions shall be measured in *cooked weight*.
 - B. Potato chip portions shall be measured by *weight*.
 - C. Other food items are volume portions or counts as indicated.
 - D. Weights for combination recipes that include cooked meat and/or cheese are listed in parenthesis.
 - E. Items such as cakes, biscuits, or pizza shall be indicated as cuts from a standard sheet pan.
 - 2.2.10 Food products, including meat items, shall meet general inmate/detainee acceptance standards as determined by Pinal County Detention staff.
 - 2.2.11 The FSMC shall conduct program operations in accordance with 7CFR Parts 210, NSLP; 220 School Breakfast Program; 250 Distribution of Donated Foods; and FNS instructions and policies, as applicable. Under their agreements with the Arizona Department of Education (ADE), SFA's are responsible for operating the school nutrition programs in school Residential Child Care Institution's (RCCI's) under their jurisdiction.



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2.3 Nutritional Requirements.

- 2.3.1 Meals served shall meet the standard 2,800 calories per day per inmate/detainee appropriately distributed between three (3) meals per day. Should these minimum standards change during the term of this contract, the FSMC shall adjust meals accordingly at no increase in the contract unit price per meal charged to the County.
- 2.3.2 A nutritional analysis of each menu based on the standard recipes used by the FSMC must be provided upon request.
- 2.3.3 **No Pork shall be served.**
- 2.3.4 Fresh vegetables shall be served a minimum of three (3) times per week.
- 2.3.5 MILK REQUIREMENTS:
 - A. ADULT DETENTION: One (1) eight ounce (8 oz.) portion of fresh whole milk (*minimum 2% milk fat*) shall be served daily. Remanded juveniles in the Adult Detention facility shall be served the same milk requirements as juveniles in the Youth Justice facility.
 - B. YOUTH JUSTICE CENTER: Three (3) eight ounce (8 oz.) portions of *fat-free (unflavored or flavored) or low-fat fluid milk (unflavored)*, one serving with each meal, as well as a separate snack.
- 2.3.6 Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
- 2.3.7 All beverage products served with meals and snacks shall be Food and Drug Administration (FDA)-approved and shall be served prior to the stated date of expiration, whether or not the date is marked on the container.
- 2.3.8 No coffee, hot beverages, or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate shall be provided when milk is not being served.
- 2.3.9 A beverage provided with one of the three (3) daily meals shall be fortified with the Recommended Daily Allowance (RDA) of Vitamin C.
- 2.3.10 A maximum of 12.5% Textured Vegetable Protein (TVP) is allowed in meat products.
- 2.3.11 All food products shall have a minimum of five (5) days remaining before the “use by” or “shelf life” date.
- 2.3.12 Heart Healthy Meal Requirement. The FSMC shall provide a General Population Menu. This menu shall be served to all inmates/detainees unless a restricted or special diet is ordered. The General Population Menu shall offer consistent carbohydrate content and moderate sodium and fat content. This menu shall also follow the Dietary Guidelines established by the USDA and Health and Human Services (HHS), including but limited to:
 - A. Providing the specified number of calories while meeting guidelines for vitamin and mineral intake.
 - B. Providing adequate fiber.
 - C. Providing moderate sodium.
 - D. Saturated fats to be ≤ 10% calories and total fat to 20-35% calories.
 - E. Minimizing or eliminating trans-fats.
 - F. Decreased use of added sugars
- 2.3.13 FSMC shall be responsible for ensuring portion control in meal planning and on food trays.
- 2.3.14 The After School Snack Program provides children with regularly scheduled educational or enrichment activities. The snacks must contain at least two different components of the following four:
 - A. A serving of fat-free (unflavored or flavored) or low-fat fluid milk (unflavored)
 - B. A serving of meat or meat alternate
 - C. A serving of vegetable(s) or fruit(s) or full strength vegetable or fruit juice
 - D. A serving of whole grain or enriched bread or cereal.



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2.4 **Spirit Lifter Meals.** A minimum of twelve (12) Spirit Lifter meals shall be provided annually at the contracted meal cost. Spirit Lifter menus must be provided to Youth Justice Center and Adult Detention personnel one (1) month prior to the meal being served. A nutritional menu analysis must be submitted with the menu for approval. Spirit Lifter holiday meals shall include, but are not limited to the following and shall include the following food items:

New Years Day		Super Bowl	
BBQ Chicken Potato Salad Ranch Beans Seasoned Carrots	Dinner Roll Margarine Cookies Beverage Salt	Roast Beef Cheese Hoagie Bun Mustard & Mayo Packets	Onion Chips Cookies Beverage
Presidents Day		Easter	
Italian Sausage Onions, Peppers, Tomato Sauce Rice Pilaf	Mixed Vegetable Hot Dog Bun Pudding Beverage Salt	Ham (Turkey) Gravy Mashed Potatoes Carrots	Dinner Roll Margarine Cake Beverage Salt
Cinco de Mayo		Memorial Day	
Chicken Fajita Meat Grilled Onions & Peppers Flour Tortillas Refried Beans Spanish Rice	Shredded Cheese Shredded Lettuce Salsa Fruit Cup Beverage Salt	Beef Patty Brown Gravy w/ pepper Mashed Potatoes Green Beans Salad w/ dressing	Wheat Bread Margarine Cake Beverage Salt
Juneteenth		Fourth of July	
Hot Link Hot Dog Bun Baked Beans Corn	Margarine Mustard Fruit Cobbler Beverage Salt	Hamburger Hamburger Bun Mustard, Mayo, Catsup Lettuce & Onion	Potato Chips Vegetable Pie Beverage Salt
Labor Day		MLK Day	
Italian Sausage Onions, Peppers, Tomato Sauce Rice Pilaf	Mixed Vegetable Hot Dog Bun Pudding Beverage Salt	Beef Patty Brown Gravy w/ pepper Mashed Potatoes Green Beans Salad w/ dressing	Wheat Bread Margarine Cake Beverage Salt
Thanksgiving		Christmas	
Roast Turkey Turkey Gravy Potato Flakes Bread Dressing Vegetable Medley Dinner Roll	Margarine Cranberry Sauce Pumpkin Pie Whipped Topping Beverage Salt	Roast Beef Mashed Potatoes Brown Gravy Bread Dressing Broccoli	Dinner Roll Margarine Pie Whipped Topping Beverage Salt

2.5 **Special Circumstances Meals.** Upon request by Adult Detention Commander, Sheriff's Office Search and Rescue Coordinator, Youth Justice Center Director or designee, Contractor shall provide sack lunches or similar meals for outside work for trustees, detainee escape, search and rescue, or juvenile detainee service projects. 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.

2.6 **Restricted Diets.** FSMC shall be required to provide all restricted diets to include:

- 2.6.1 **MEDICAL DIETS** approved by the County's authorized inmate/detainee medical health services Contractor.
 - A. The FSMC shall serve all restricted diets in compliance with RFP requirements.
 - B. A sleep/bedtime snack shall be supplied one hour prior to bedtime 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).



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- C. Special dietary snacks for pregnant females, adolescents, and any other medical specialty requirement will be prepared as required by FSMC upon request by 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/detainee medical services Contractor (including County's authorized inmates'/detainees' dental Contractor), the FSMC shall supply regular restricted, medical diets as specified in accordance with medical Restricted Diet Guidelines.

2.6.2 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 FSMC.
- C. The Contractor shall not charge any additional cost for religious diet meals.

2.7 Special Inmate Management Meal. As security dictates and upon request, Special Inmate Management Meals shall be specially prepared for problematic inmates. This meal meets all vitamin, mineral and caloric intake requirements and can be consumed with fingers for safety/security reasons. The recipes for the Special Inmate Management Meals (regular and vegan) can be found in Exhibit C and D.

2.8 Meal Preparation/Presentation.

- 2.8.1 Meals shall be nutritious and served in a manner that makes them wholesome and palatable.
- 2.8.2 No more than thirteen (13) hours shall pass between the evening meal and breakfast served.
- 2.8.3 Breakfast shall be an easy-to-serve, cold meal and served in a sack. Lunch and Dinner shall be served hot.
- 2.8.4 All meals prepared and served shall have food temperatures taken and documented by the FSMC once they are placed on trays and ready for delivery. Temperatures should be taken by FSMC at frequent intervals during the serving period. Cold meals shall be required to be at 40 degrees or less. Hot meals shall be at 165 degrees or more when placed on trays.
- 2.8.5 Hot prepared meals shall 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/detainees will be required to provide their own meals if scheduled work hours do not coincide with established serving times. If the inmate's/detainee's Work Release schedule prohibits him or her from providing their own meal, for example the twelve hour rule, the FSMC will provide the meal of the day or a sack lunch if the meal is complete.

- 2.8.6 Contractor's kitchen staff shall stage meals in the designated area of the Adult Detention's Kitchen. Meals shall be identified by Housing Units. Adult Detention staff and non-kitchen staff detainees will then pick up and transport the meals to the pods.
- 2.8.7 FSMC shall 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/detainees who have missed a meal while in Court.
- 2.8.8 In the event of kitchen equipment breakdown or other condition beyond the control of the PCSO and FSMC which requires that the FSMC use other than the specified standard serving-ware, FSMC shall at no cost to the PCSO, supply disposable trays, cups and spoons for eleven (11) consecutive meals. PCSO shall be billed at FSMC's invoice cost for the disposable products used for the twelfth (12) meal thereafter until the specified service-ware and equipment are available for use.
- 2.8.9 Within the Adult Detention facilities, PCSO authorized personnel will be responsible for returning trays, carts, etc., to the kitchen for cleaning and storage by FSMC staff. At sub-stations, PCSO sub-station personnel will be responsible for maintaining, cleaning and sanitation.



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2.8.10 Any meals missing from the original meal count, or meals that are non-compliant (i.e. contain foreign objects, are not served at safe food handling temperatures, do not meet medical diet guidelines, etc.) must be replaced within thirty (30) minutes at no charge to the County.

2.8.11 MEAL DELIVERY TO YOUTH JUSTICE CENTER:

- A. Contractor shall transport meals and/or snacks to current detention facilities noted in this RFP and any future detention facilities. Delivery shall be made in a timely and hygienic manner in Contractor's van. Meals are to be delivered on insulated thermal trays on carts to the Youth Justice Center. Appropriate thermal transport containers will be supplied by PCSO Adult Detention.
- B. Meals shall be delivered four (4) times per day to the Youth Justice Center (approximately 1 mile from the Adult Detention Kitchen).
- C. Meals shall be delivered no less than 30 minutes prior to service times provided under the Meal Times section of this RFP.
- D. Meal Ordering Process:
 - 1. FSMC staff will call Youth Justice Center (YJC) Master Control prior to each meal production to acquire the count for meals to be produced and delivered.
 - 2. FSMS will produce appropriate number of meals and verify temperature at time of production. Temperature and meal counts will be documented on a "Service Worksheet with Temperatures" form and presented to YJC staff for verification at time of delivery.
 - 3. YJC staff will assure that meals delivered match the planned menu. Any meal item substitutions made will be notated and an explanation provided by the FSMC.
 - 4. YJC Staff will verify the temperature meets the requirements, the exact number of meals delivered, the appropriate milk selections have been provided, sack lunches if applicable have been dated etc. and both FSMC and YJC staff will sign the Services Worksheet with Temperatures form which will be retained at the YJC.
 - 5. 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, do not meet medical diet guidelines, etc.) must be replaced within thirty (30) minutes at no charge.
 - 6. After counts are made YJC staff will sign the FSMC Delivery Meal Count form and provide to the FSMC staff.
 - 7. Any discrepancies will be corrected and notated on the "Delivery Meal Count" form prior to FSMC staff leaving the facility to include initials of both FSMC and YJC staff.
 - 8. At the conclusion of the delivery of the current meal service, the previous meal's trays will be pickup, transported and returned to the kitchen by the FSMC staff.

2.9 Staff Dining.

- 2.9.1 FSMC shall provide lunch, dinner and a middle of the night meal each day for on-duty security support staff, seven (7) days per week for both Adult Detention and Youth Justice Center security support staff.
- 2.9.2 Only FSMC employees shall prepare and serve the food for staff dining services.
- 2.9.3 The staff dining service and detainee menus shall be the same. The staff dining service shall provide a hot meal rather than a sandwich or donut-type light meal.
- 2.9.4 The middle of the night meal shall be served in the Adult Detention's staff lunchroom for Adult Detention Staff and shall be transported to the Youth Justice Center for the Youth Justice Center staff. The middle of the night meal shall be either a full dinner or full breakfast menu and shall be varied during the week.
- 2.9.5 Sheriff's Office and Adult/Youth Justice Center's administration staff are not eligible to receive staff dining service.
- 2.9.6 FSMC shall provide the same meal rotation as the inmate/detainee meals.



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2.10 Meal Times. The service of detainee meals for the Adult Detention and Youth Justice Centers shall follow the schedule below. Officer dining service times will be variable to be discussed and agreed to at later date to accommodate changes in schedules and operations of facilities.

Meal	ADULT DETENTION Service Time	YOUTH JUSTICE CENTER Service Time
Breakfast	0530 hours	0600 hours
Lunch	1030 hours	1200 hours
Dinner	1630 hours	1800 hours
Snacks	As medically required	1600 hours

2.11 Food and Supply/Storage/Inventory.

- 2.11.1 FSMC shall maintain a minimum 72 hour food supply that is menu compliant for emergency purposes. Food shall be accessible locally within the Florence municipality. Food storage space is at a minimum within the Pinal County Detention facility; therefore, FSMC will need to secure food storage space meeting this requirement at no cost to the County.
- 2.11.2 FSMC staff will ensure all kitchen utensils are properly inventoried and stored within a lockable shadow box.
- 2.11.3 FSMC 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.

2.12 Menu Plan.

- 2.12.1 The FSMC will include a copy of a 28-day cycle menu developed in accordance with the meal pattern requirements specified in 210.16(b). This menu will be used as a basis for projecting costs. The FSMC must adhere to the FSMC developed menu for the first 28-days of meal service. The menu shall meet the requirements stated in Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Changes thereafter may be made with the approval of the SFA. 7CFR§210.16(b)(1) Complete Attachments 7.7, 7.8(a) & 7.8(b).
- 2.12.2 The FSMC shall provide a reimbursable lunch and breakfast meal pattern which meets the nutrition standards stated in section 201 of the Healthy, Hunger-Free Kids Act of 2010 (Pub. L. 111-296, HHFKA) amended Section 4(b) of the NSLA, 42 USC 1753(b). Refer to Exhibit B titled "Meal Patterns – School Breakfast and School Lunch" for meal pattern requirements.
- 2.12.3 FSMC may not change or vary the menus after the first menu cycle without written approval of SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7CFR§210.16) Any changes or variances requested by FSMC for substitutions to SFA menu of lower quality food items shall be justified and documented in writing. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, ADE and USDA for review upon request. 7CFR§210.16(b)(1)
- 2.12.4 The FSMC will use strategies to keep costs low and quality high to prepare and serve a variety of high quality, wholesome, and nutritious foods and beverages for detainees, staff, employees, and others as chosen by the SFA 210.10(a).
- 2.12.5 As applicable, any additional items served by the FSMC shall comply with 7CFR§210.11, Competitive food service and standards, and any other nutrition standards for all foods sold in school implemented as a requirement under the Healthy, Hunger-Free Kids Act of 2010.
- 2.12.6 The FSMC shall implement an accurate point of service count using the counting system submitted to ADE by the SFA. The counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation. 7CFR§245.8.
- 2.12.7 The FSMC shall identify, near or at the beginning of the serving line and prior to the Point of Service, all the food items that constitute a reimbursable meal at both breakfast and lunch. This is intended to assist students in selecting the meal components that comprise the reimbursable meal and in the appropriate quantities.
- 2.12.8 The FSMC will promote the nutritional education aspects of the SFA food service wellness program, and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction. The FSMC must provide detailed information about the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program.



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- 2.12.9 The FSMC must have extensive experience as food service operators and consultants of food service programs in general, and in public/charter schools and/or detention facilities as stated on Attachment 7.1. The FSMC shall have specific strategies for increasing both student and adult participation, while at the same time providing high quality, nutritional food. The FSMC shall have experience with this in other schools.
- 2.12.10 The FSMC must select a cooking method to produce healthy food which meets the standards of the Child Nutrition Program.
- 2.12.11 The FSMC shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The FSMC will submit a HACCP plan in the offer.
- 2.12.12 A registered dietician directly employed by the FSMC shall 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 FSMC. It is required that the FSMC utilize software programs as approved by the NSLP which can be acquired at: <http://healthymeals.nal.usda.gov/menu-planning/software-approved-usda-administrative-reviews> The Dietician must provide certification applicable to the State of Arizona.

2.13 Meal Substitutions. Meal substitutions (item substitution) shall be submitted in writing, reviewed and approved by authorized PCSO personnel a minimum of 24 hours prior to implementation of change.

2.14 Food Purchase Specifications.

- 2.14.1 Whether the SFA conducts its own procurement, or if the FSMC procures products on behalf of SFA, the FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
- 2.14.2 The FSMC will act as the purchasing agent and will be responsible for purchasing all food items, supplies, and equipment required for the CNP. The FSMC will purchase quality products at the lowest possible cost utilizing existing contracts in place by the FSMC at the corporate level. All purchases generated by the FSMC upon District approval, must adhere to the federal CNP procurement regulations in 7CFR§3016.36 and 7CFR§210.21 and will adhere to Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. 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 SFA's food service program. Specifications shall cover items such a grade, purchase units, style, condition, weight, ingredients, formulations, and delivery time. 7CFR§210.16(c)(3)

Beef	USDA inspected	Fresh Fruits	US Fancy
Poultry	USDA inspected	Canned Fruits	US Fancy
Variety Meats	High Quality	Canned Vegetables	US Fancy
Dairy Products	Grade A	Frozen Fruits	High Quality
Eggs	Fresh Grade A	All other items	High Quality
Fish	Government Inspected		

FSMC will buy the beginning inventory, exclusive of commodities, from the SFA. The FSMC must submit a comprehensive plan on how the FSMC will purchase food to keep costs low and quality high. The FSMC must describe the methodology it will use to credit the market value of the USDA Food received on the invoice. The FSMC must state the estimated food costs in Attachment 7.6. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.

- 2.14.3 Successive menus must offer the same level of quality, variety and nutritional value as the first 28-day proposed menu. The FSMC shall ensure compliance with the SFA's Agreement with the Arizona Department of Education (ADE).



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2.15 Printed Materials Requirement. The FSMC shall ensure that all printed materials produced for public information, public education, or distribution include the nondiscrimination policy statement which will include but not limited to; menu plan and nutritional analysis. The statement is as follows:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

3 EQUIPMENT

3.1 Maintenance. FSMC shall 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 FSMC's staff or inmates under FSMC's supervision, located in these areas will be borne by the FSMC, with no cost obligation to Pinal County. The foregoing notwithstanding, FSMC shall not be responsible for damage caused by intentional acts and or mischief caused by inmates working under FSMC's supervision.

3.2 Kitchenware Fund. The awarded FSMC shall establish a small kitchenware's fund with one (1) cent of the cost of each meal served and will use these monies to purchase small kitchen wares or repair kitchen equipment as the need arises. Upon their purchase, ownership will revert to the County. On a monthly 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 FSMC 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 FSMC will issue a check to the County for the balance of this fund.

4 SANITATION

4.1 Grooming & Dress. FSMC will provide proper hair restraints or hats and plastic gloves for the work force inmates serving the inmates at all facilities.

4.2 Loading Dock Areas. FSMC shall be responsible for keeping loading dock areas neat, clean and clear of clutter. FSMC employees will comply with detention facilities' rules concerning the use of the loading dock areas. These include, but are not limited to:

4.2.1 There shall be no accumulation or storage of off-loaded disposable pallets.

4.2.2 Food and other supplies shall be promptly relocated to proper storage areas.

4.2.3 Dock areas shall not be used for storage of returnable food containers.

4.2.4 All deliveries made to loading dock areas are subject to search by PCSO designated personnel. FSMC shall provide timely notification of all deliveries to ensure PCSO is available.

4.2.5 Inmate workers will only be allowed in the loading dock area if directly supervised by PSCO designated personnel.



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4.3 **Food Preparation Areas.** FSMC shall be responsible for cleaning and housekeeping in the food preparation areas to include the kitchens, transportation vehicles and the provided office space to FSMC 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. FSMC 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. FSMC shall be responsible for conducting daily and weekly safety and sanitation inspections by line staff and supervisors. Reports shall be submitted to PCSO designee weekly. The FSMC shall maintain the hygiene of the kitchen so as to pass any and all county and/or state health agencies' inspections with satisfactory ratings.

4.4 **Trash.** FSMC agrees to proper and timely removal of trash and garbage from PCSO detention facilities to the onsite dumpsters for each detention location.

4.5 **Hazardous Materials.** FSMC 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 hazardous materials or substances. Grease will be removed in accordance with local health codes.

5 STAFFING REQUIREMENTS

5.1 **On-Site Staffing.** The FSMC, based upon the information provided herein, shall 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) FSMC employees per shift will be required.

5.1.1 All FSMC employees shall be able to effectively communicate in English.

5.1.2 All FSMC employees shall be at least eighteen (18) years of age.

5.1.3 FSMC 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 Deputy Chief prior to the employee entering the facility.

5.1.4 FSMC 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 Deputy Chief. Said employees shall enter and exit County detention facilities through a designated single point of entry.

5.1.5 FSMC 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).

5.1.6 FSMC employees shall abide by all PCSO rules and regulations governing the detention facility. FSMC employees will be provided training by PCSO to insure compliance.

5.1.7 Using Attachment 7.13, the FSMC 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.

5.1.8 FSMC will maintain sufficient staff to perform the service as detainee population may grow during the contract term.

5.1.9 A member of the FSMC'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 Contractor's supervisors shall be in the Pinal County Adult Detention Kitchen for the preparation of the "middle of the night" meals Seven (7) days a week.

5.1.10 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. Use Attachment 7.11 to include the resumes of all personnel including on-site manager and district manager. The on-site manager and the district manager shall be two persons not one employee doing the work of both positions. In your completion of Attachment 7.11, please include qualifications and availability of the on-site detention food service manager and



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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.

5.1.11 PCSO will provide five (5) inmate workers for every one (1) staff member, to assist with food service operations including 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 FSMC. The FSMC agrees to train and supervise such kitchen trustees subject to the overall control of the PCSO. FSMC's onsite employees meet the following standards:

5.2 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 FSMC agrees to comply with A.R.S. §41-2814 as may be amended from time to time.

5.2.1 Personnel employed by any facility under contractual agreement with the County, in which committed youth are confined 3.1 of this title or shall apply for a class one or class two fingerprint clearance card within seven working days of employment.

5.2.2 Pursuant to A.R.S. §41-1758.03, the licensee or contract FSMC shall submit to fingerprinting checks. Costs will be paid for by Pinal County.

5.2.3 This contract may be canceled or terminated immediately if a person employed by the FSMC 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.

5.2.4 The FSMC 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 FSMC 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.

5.2.5 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.

5.3 Health and Food Safety Standards. The FSMC 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. 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. FSMC 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.

5.4 Inmate Staffing. The FSMC shall outline work opportunities for inmates. FSMC 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. FSMC must provide sufficient staff to supervise inmate staff at the ratio specified in Section 5.1 to serve approximately 720 inmates per meal.

5.4.1 Inmates shall not be permitted to supervise other inmates or handle detention facility keys or other security equipment or tools.

5.4.2 Inmates shall not be permitted to enter the FSMC's designated office space located in the PCSO Adult Detention Facility.

5.4.3 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 (7) 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



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Detention facility grounds under supervision of FSMC's staff. This operation will be supervised by PCSO assigned staff only.

5.5 Security Clearance.

5.5.1 Pinal County Adult Detention Center reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded FSMC who they wish 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. The security clearance, i.e. background check, may include, but will not be limited to the following:

- A. A background investigation, i.e. NCIC, ACIC, local warrants check, Detention Center records check, driver's licenses check, etc.
- B. A drug screening, i.e. urinalysis.
- C. A truth verification examination, i.e. Certified Voice Stress Analysis (CVSA) or polygraph.

5.5.2 The expense incurred for the background check shall be the responsibility of the awarded Vendor and shall be at the cost of two-hundred and seventy-five dollars (\$275.00) per individual employee. The awarded Vendor will be invoiced monthly for security clearances that were conducted during a specific month.

6 CONTINGENCY/EMERGENCY PLANNING

6.1 After award of contract, FSMC shall provide a contingency plan to PCSO\ADC Deputy Chief or designee and Youth Justice Center Director for providing service in the event of:

- 6.1.1 Power failure
- 6.1.2 Lockdowns
- 6.1.3 Work stoppage or work slowdown due to a labor action by FSMC's employees
- 6.1.4 Weather
- 6.1.5 Fire
- 6.1.6 Catastrophic events
- 6.1.7 Any other cause that would impact normal food services

The FSMC shall ensure compliance with a food safety management system that complies with the Hazard Analysis and Critical Control Point (HACCP) principles or meets the USDA guidance for developing a process approach to HACCP. Public Law 108-265. The FSMC shall submit a HACCP plan in the proposal.

7 REPORTING REQUIREMENTS

7.1 Annual Reporting Requirements. Pinal County's fiscal year runs from July 1 through June 30. Annual Reporting requirements are due every June 30th.

- 7.1.1 Annual Statement of Nutritional Menu Adequacy. A registered dietician directly employed by the FSMC shall review all menus on an annual basis. The registered dietician shall provide an annual statement of nutritional menu adequacy, based on the products and recipes used by the FSMC. Dietician shall provide certification applicable to the State of Arizona.
- 7.1.2 Annual documentation verifying payment and maintenance of all applicable Federal, State and Local licenses, taxes, permits, and fee required for food operation services in Pinal County.
- 7.1.3 Annual documentation verifying that all of FSMC 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 as part of Arizona's minimum standards for accreditation.
- 7.1.4 Any additional documentation required under the NSLP guidelines for the Youth Justice Center



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- 7.2 Semi-Annual Reporting Requirements. The semi-annual reports below are due on December 15 and June 15 each year.
 - 7.2.1 A report on the condition of all food service equipment FSMC 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 FSMC or FSMC's employees / staff results in a need for repairs and/or replacement of kitchen equipment, FSMC will be responsible for the payment for repair or replacement if warranted.
 - 7.2.2 Inventory of all proper safety equipment required for the administration of food preparation services provided to FSMC's employees.
- 7.3 Monthly Reporting Requirements. Monthly reports are due on or before the 7th of each month.
 - 7.3.1 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 FSMC 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.
 - 7.3.2 Youth Justice Center invoices must be detailed to include all costs minus rebates, credits, and discounts per 7CFR 210.21(e)(1), and 220.16(e)(1).

8 PROBLEM RESOLUTION

- 8.1 Customer Service Resolution Process. Pinal County shall provide timely communication of any issues to FSMC's designated staff. Documentation will kept by Pinal County regarding status and follow-up of customer service issues. FSMC shall provide an overview of its customer service resolution process in Attachment 7.13. This resolution process shall include, but not be limited to the following:
 - 8.1.1 Response times for emergency / non-emergency issues.
 - 8.1.2 Protocol for escalation of customer service complaints.
 - 8.1.3 Outlining how customer services issues are documented, including documentation to be provided to County once an issue has been resolved.
- 8.2 Performance Meetings. The FSMC shall attend, as needed, performance meetings with the Adult Detention and Youth Justice Center Staff. Meeting times, dates, and locations shall be determined by Pinal County Adult Detention and Youth Justice Center and will be communicated in a timely manner to the FSMC.

9 COUNTY RESPONSIBILITIES

- 9.1 Quantity of Meals to be Served. County shall be responsible for providing FSMC with accurate and timely orders for the number of meals to be served to Adult and Juvenile inmates/detainees within two (2) hours of time of service.
- 9.2 Utilities, Work Space, Maintenance.
 - 9.2.1 General maintenance to the building structures from which FSMC will be providing food services shall be maintained by the County. This includes gas, water, sewer, ventilation, lighting, air conditioning, heating, refrigeration, duct work, floor coverings and wall / ceiling surfaces, and pest-control services.
 - 9.2.2 Local intercom and business telephone service at no charge to the FSMC. The telephone shall be used only for local service, business-related calls. Should the FSMC 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 FSMC's expense.
 - 9.2.3 PCSO shall provide FSMC with office space for purposes of administering FSMC'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 FSMC.



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9.2.4 All food service equipment repairs, except as outlined in Section 3 – Equipment, shall be provided by Pinal County. The maintenance provided does not include cleaning or housekeeping operations for the FSMC’s food service operations.

10 SAFETY AND SECURITY

- 10.1 Security in the Kitchen. An Adult Detention Security Officer will be stationed in the Adult Detention Kitchen during all hours that the kitchen is manned by the Contractor’s staff.
- 10.2 Control of Movement. Security, control, and limitation of inmate movement into and out of the food service area shall be the responsibility of Pinal County. This includes the physical security of employees, suppliers, and other authorized visitors.
- 10.3 Unauthorized Items. Any person who takes in or out, or attempts to take in or out of the County’s Adult Detention or Youth Justice 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 (Youth Justice 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: FSMC’s staff shall ensure no photography 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 or designated Youth Justice Center Administrator. At no time will photographs be taken by FSMC staff without this express written authorization. FSMC staff receiving express written authorization for cell / PDA devices which include camera / photograph capability, will utilize them for FSMC 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.

- 10.4 Facility inspections. Facility inspections may be made by the PCSO whenever deemed necessary, with or without advance notice to the FSMC.
- 10.5 Contraband Prohibited.
 - 10.5.1 Definition A.R.S. § 13-2501 - 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.).
 - 10.5.2 Promoting prison contraband A.R.S. § 13-2505: A person, not otherwise authorized by law, commits promoting contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any persons confined in a correctional facility; or
 - C. Knowingly making, obtaining, or possessing contraband in a correctional facility.

11 ACCOUNTING / COST CONTROLS / LIQUIDATED DAMAGES

11.1 Accounting Systems and Records. The SFA will designate by name and title, the employee who will be responsible to supervise and audit all financially related operations of the FSMC pertinent to the SFA.

The FSMC shall have a detailed internal accounting process as describe in Attachment 7.9 of the proposal. This should be at a minimum, as applicable:

- 11.1.1 Detailed inventory control for storage areas, including USDA commodities
- 11.1.2 Accounting controls
- 11.1.3 Method of recording, checking and reporting sales



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- 11.1.4 Internal control of cash handling
- 11.1.5 Internal audit system
- 11.1.6 All regular accounting forms used, with explanation of each
- 11.1.7 Account periods.
- 11.1.8 Data collection for purposes of evaluating the effectiveness of new and current programs.

FSMC shall have a policy on how the meals will be served and how proper, accurate population records will be maintained.

11.2 Cost Controls and Fees. FSMC shall have a plan for controlling costs which includes:

- 11.2.1 Previous record on meeting budgets and estimating costs
- 11.2.2 Management and accounting tools that the FSMC will implement to monitor cost controls, meal counts, and productivity.
- 11.2.3 Outline the number of weeks the FSMC Management will work, the number of Management vacation days, and number of Management leave days that will be charged the SFA.
- 11.2.4 Amount of any bonus the FSMC will provide to the management staff, which will be charged to the SFA; and identify what the management staff performance guarantee will be.
- 11.2.5 Identify what the management staff performance guarantee will be.

11.3 Missing Meals. 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 safe food handling temperatures, do not meet medical diet guidelines, etc.) must be replaced within thirty (30) minutes at no charge to the County.

11.4 Failure to Deliver. If the FSMC fails to deliver the supplies or performs services contractually obligated to within the time specified in this contract, the FSMC 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.

If Pinal County terminates this contract in whole or in part for default, the FSMC 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.

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

12 VALUE-ADDED SERVICES

The County may be interested in establishing an optional meal program outside the normal meal service that would be paid for by the individual ordering the meal. The scope of the program, menu, and collection of money for the meal would be determined in the future through an amendment to the contract.

The Offeror may, at their option, include any optional services not covered in the RFP that they believe may be of value or benefit to the County. If the Offeror would like to include optional services in their proposal, they should provide program details, plans, and costs by preparing a document entitled "Optional Services" as an additional attachment to their proposal response forms. Any value-added services offered by Offeror will not be evaluated or weighted during the scoring process and are not a mandatory requirement of this RFP.

Inclusion of any proposed value-added services in the proposal does not constitute intent by the County to agree to nor implement these services. It will serve to provide Pinal County with the option of adding those services at some point in the future. Any additional services outside the initial contract parameters, after the award of the initial term of the contract, are subject to approval by the Pinal County Board of Supervisors.



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- 1 DEFINITIONS** - The Definitions on page 3 of this Solicitation apply to these Uniform Terms and Conditions.
- 2 CONTRACT INTERPRETATION**
- 2.1 Contract Term. The term of this Contract shall commence on the date the SFA signs the Offer and Award Form, signifying the SFA's acceptance of the Offeror's proposal, but no earlier than July 1, 2016. The contract will remain in effect for a term of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein, but will run no later than June 30, 2017. 7CFR§210.16(d)
- 2.2 Contract Type (Firm). Firm fixed price indefinite quantity.
- 2.3 Contract Extension. The contract shall not bind nor purport to bind, the County for any contractual commitment in excess of the original contract period. The County shall have the sole option to extend the contract for four (4) additional one (1) year periods or a portion thereof. If the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the extension period. Either party may cancel for cause with 60-day notification. 7CFR§210.16(d)
- 2.4 Eligible Agencies. This contract shall be for the exclusive use of Pinal County.
- 3 CONTRACT ADMINISTRATION AND OPERATION**
- 3.1 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
- 3.2 NSLP and SBP Nutrition Standards. The FSMC shall provide meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The FSMC must follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7CFR§210.10 for NSLP and 7CFR§220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and fluid milk. The FSMC shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.
- 3.3 Program Conformance. The FSMC may not operate an a la carte food service unless the FSMC agrees to offer free, reduced price and paid reimbursable lunches to all eligible children. The FSMC shall ensure that the food service operation is in conformance with the SFA's Agreement under the program. 7CFR§210.16(a)(1)(2)
- 3.4 Administrative Review (AR). The FSMC shall meet all Administrative Review (AR) requirements. The Administrative Review (AR) is a comprehensive evaluation of school and juvenile detention meal programs by the Arizona Department of Education (ADE) of SFAs participating in the NSLP and SBP, and includes both Critical and General Areas of Review to assess compliance with regulations and policies applicable to these programs. The FSMC shall provide accurate Administrative Review (AR) information to the SFA and the ADE and ensure that the meal pattern is executed per the regulations.
- 3.5 Local Wellness Policy- WIC Reauthorization Act of 2004 and Healthy, Hunger-Free Kids Act of 2010. The FSMC will ensure compliance with Federal legislation requiring every SFA participating in the NSLP, SBP or SMP to develop, implement, and assess a local wellness program. Public Law 108-265, Section 204 (2004) and Public Law 111-296, Section 204 (2010).
- 3.6 Location of Records.
- 3.6.1 All FSMC records pertaining to the SFA should be maintained at the SFA property. The SFA must adhere to the recordkeeping requirements found at 7CFR§210.15.
- 3.6.2 The books and records of the FSMC pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The FSMC shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.16(c)(1) and 7CFR§3016.36 (i)(10)
- 3.6.3 The FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.



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- 3.7 Compliance with Program Regulations. The FSMC shall be in conformance with the applicable portions of the SFA's agreement under the program. (7CFR§210.16(a)(2)) The FSMC will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250.
- 3.8 Professional Standards. The FSMC will ensure compliance with Federal legislation requiring all school and juvenile detention nutrition professionals that manage and operate the NSLP and SBP have adequate knowledge and training to meet Program requirements. The FSMC must provide the SFA with documentation to show compliance with the annual training standards set forth in Public Law 111-296, Section 306, paragraph (g) (2015).
- 3.9 Buy American Provision. The FSMC will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). The SFA and the FSMC shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account.
- 3.10 Health Certification.
- 3.10.1 The SFA will maintain applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at the SFA.
- 3.10.2 The FSMC shall comply with all SFA local and sanitation requirements applicable to the preparation of food. 7CFR§210.16(a)(7) FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- 3.10.3 The FSMC will be responsible for maintaining the premises, equipment and facilities in a condition satisfactory to Pinal County Detention. The FSMC shall adhere to the standards of cleanliness and sanitary practices as required by the Health Department, the Pinal County Detention standards, and USDA standards to insure continual sanitation in all functions and matters related to the food service program.
- 3.10.4 The FSMC shall maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement. 7CFR§210.9(b)(14) The FSMC must have two (2) Food Safety Inspections completed during the contract period. The FSMC must provide to the SFA the Food Safety Inspection reports by June 30, 2017. (Public Law 108-265).
- 3.10.5 The FSMC shall have State or local health certification for any facility outside the school or juvenile detention facility in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. 7CFR§210.16(c)(2).
- 3.11 Housekeeping.
- 3.11.1 At the beginning and termination of the contract, the SFA and FSMC shall jointly take inventory of all food and supplies. However, the inventory of food and operational supplies will remain on the SFA's property. The SFA will furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like, necessary for the FSMC to provide services. The FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate the SFA for any shortfall in inventory not arising from:
- (1) Normal wear and tear; or
 - (2) Theft, fire or other casualty loss beyond the control of the FSMC and not arising from the negligence of the FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost.
- 3.11.2 The SFA will provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC. The SFA will be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA will also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers. The SFA shall, at its sole costs and expense, provide all utilities, including without limitation, proper lighting, electricity, gas, water (hot and cold), and telephone



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service, necessary for the FSMC to provide services. The FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.

- 3.11.3 The SFA will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
- 3.11.4 The SFA shall ensure that food storage, preparation and service are in accordance with the sanitation and health standards established under State and local law and regulations. 7CFR§210.13(a)
- 3.11.5 The FSMC agrees to provide, install, maintain and operate an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support) necessary for the operation of the SFA's food service program ("the IT System"). The SFA shall provide at its expense a suitable environment, including items such as: heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of "the IT system."
- 3.11.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on the SFA premises within ten (10) days of its placement on the SFA premises. The FSMC shall comply with all the SFA building rules and regulations. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account. The SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by the SFA. Upon termination of this Contract, the FSMC shall surrender to the SFA all of the SFA's equipment and furnishings used in the SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.
- 3.11.7 During the course of this Contract, title to all SFA food and supplies shall remain with the SFA.
- 3.12 Safety.
- 3.12.1 The FSMC, at its own expense and at all times, shall take all responsible precautions to protect persons and the SFA property from damage, loss or injury resulting from the activities of the FSMC, its employees, its subcontractors, and/or other persons present. The FSMC will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.
- 3.12.2 All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial commission, the national Electric Code, and the National Fire Protection Association Standards.
- 3.13 USDA Rights. The FSMC acknowledges that the USDA has copyrights, Patent Rights in Data and Reporting of Discoveries and Intervention. 7CFR§3016.36 (i)(7-9)
- 3.14 Personnel.
- 3.14.1 All non-management food service employees shall remain employees of the FSMC. The FSMC Food Service Director may direct the SFA food service employees. Refer to Exhibit A for more food service employees' information.
- 3.14.2 The FSMC will provide sufficient, and qualified management, as well as, professional employees to manage the food service operations.
- 3.14.3 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurance and workers' compensation.
- 3.14.4 The Food Service Director assigned to the SFA, if awarded the contract, must meet the minimum education and training standards for School Nutrition Program Directors set forth in Public Law 111-296, Section 306, paragraph (g) (2015) and are in compliance with the food safety training requirement. The SFA reserves the right to approve



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the selection of the FSMC's personnel and to refuse any applicants recommended by the FSMC to which the SFA objects.

- 3.14.5 Staffing changes may be initiated by the FSMC only with the prior consent of the SFA, which consent shall not unreasonably be withheld. In effecting staffing changes, the FSMC and the SFA shall work cooperatively in order to achieve the financial requirements and management goals set forth herein. The FSMC may not implement any staffing change, which would limit or abridge any right or privilege of any SFA employee pursuant to any applicable collective bargaining agreement. "Staffing Change" shall include any hiring, termination, realignment of positions, change in the number of positions, substantial change in conditions of employment, and other similar staffing change, affecting SFA employees.
- 3.14.6 The FSMC managers will direct and supervise all food service employees, including employees of the SFA. The FSMC shall maintain safety programs for employees as required.
- 3.14.7 The FSMC shall obtain SFA approval before awarding any wage increases during the life of the contract.
- 3.14.8 The SFA may require in writing the removal of an employee of the FSMC, who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well being of inmates/detainees and/or staff. The FSMC will have a policy for the removal or suspension of an employee, and procedures to immediately restructure its staff without disruption in service. The FSMC will abide by the Drug Free, Alcohol Free rules and regulations of the SFA and all local policies. (Provide the information on Attachment 7.12)
- 3.14.9 The FSMC shall cooperate with the SFA's Food Service Advisory Board, consisting of students, parents, and SFA staff in developing menus and other food service programs. The FSMC staff shall schedule, keep, and maintain records of the advisory meetings, including sign-in sheets and agenda for the term of this contract and all renewals.
- 3.14.10 The FSMC shall have a daily staffing schedule of food service employees. The staffing schedule will include a daily listing of employees by position description, the daily hours scheduled to work for each employee and the corresponding employee wage rate. Each staffing schedule will illustrate the total daily hours and daily cost. The FSMC will have a plan with regards to employment of the existing food service staff. The FSMC will ensure the level of service meets the needs of the SFA. (Provide this information on Attachment 7.13)
- 3.14.11 The FSMC will have a detailed training program for employees, directors, and managers. The training program will include how the FSMC will train its employees to abide by the all policies, rules and regulations with respect to its use of SFA premises. (Provide this information on Attachment 7.14)
- 3.14.12 The FSMC will provide the SFA with documentation, as requested, to support compliance with training requirements for all school and juvenile detention nutrition program employees. This documentation should include:
- A. Name of staff person, date hired, title/position, a brief list of core duties/responsibilities, employment status (full-time, part-time, acting, substitute), and average hours per week.
 - B. Training records for each employee (training title/subject, training date(s), creditable time/length of training, training agenda, certificate of completion, etc.) completed or scheduled.
- 3.14.13 The FSMC agrees to utilize only experienced, responsible and capable employees in the performance of the work. The SFA may require that the FSMC remove from the job, by this Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of the SFA, not justified due to unacceptable performance of duties, or is inconsistent with the interests of the SFA.
- 3.15 Fingerprint Checks.
- 3.15.1 In accordance with A.R.S §15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school or juvenile detention may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.
- 3.15.2 Contractor, subcontractors, vendors and their employees shall not provide services on juvenile detention properties until authorized by the Public Entity.
- 3.15.3 Contractor shall comply with the Governing Body fingerprinting policies of each individual SFA.



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4 COST AND PAYMENTS

4.1 Price Adjustment. The Procurement Officer may review a fully documented request for a price increase only after the Contract has been in effect for two years. Any requested increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the Offer and is directly correlated to the cost of the goods or services contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The County shall have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form and format of presentation as it deems necessary to validate the Contractor's request for a price adjustment.

All written requests for price adjustments made by the Contractor shall be initiated at least ninety (90) calendar days in advance of any desired price increase. The ninety (90) calendar days advance notice is required to allow the Procurement Officer sufficient time to make a fair and equitable determination of any such request. Failure to respond to the County's request within the time frames specified shall nullify the Contractor's request. The County shall determine whether the requested price increase is in its best interest and adjustments shall be subject to availability of monies appropriated.

Price reductions may be submitted to or requested by the County for consideration at any time during the Contract period.

Price increase adjustments, if approved, will become effective on the date of contract extension. Price decrease adjustments will become effective upon acceptance by the Department.

4.1.1 The SFA will retain control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals and adult meals.

4.1.2 The SFA and the FSMC shall work together to ensure a financially sound operation. The FSMC will provide a guarantee and must describe in detail the guarantee conditions, forecasting of cost, and settlement of losses and/or surpluses on Attachment 7.5 of this offer.

Options include:

- A. Guaranteed No Loss: FSMC guarantees the SFA no loss for the operation of the food service program; or
- B. Guaranteed Minimum Return: FSMC guarantees the SFA a return no less than a certain dollar amount for the operation of the food service program.

Guaranteed conditions not clearly defined shall be the sole responsibility of the FSMC. If the contract is renewed, the guarantee conditions shall apply to subsequent years. The FSMC cannot recover any deficits in subsequent years if contract is renewed. In the event the guarantee conditions stated on Attachment 7.5 are not met, the FSMC and SFA must mutually agree upon the new guarantee minimum amount for the Contract.

The Guaranteed Minimum Return evaluation is part of the NSLP requirement however, Pinal County cannot provide an example of how to structure this based on a fixed-cost contract as the bulk of the meals are for the Adult Detention facility. The Guaranteed Minimum Return is optional for the FSMC but the FSMC and Pinal County shall work together to ensure a financially sound operation.

4.1.3 Financial terms of the Contract are based upon existing guarantee conditions stated on Attachment 7.5. If there is a material change in the conditions, including, without limitations, changes to the guarantee conditions, the contract may either be terminated at the end of the current term or continue under the same terms as written, whichever is mutually agreed upon.

4.2 Payments.

4.2.1 No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this Agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. 7CFR§210.16(c)(3)

4.2.2 The FSMC purchases must be in compliance with standards and specifications in the RFP. Any silence, absence or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail and only material (food, supplies, etc) and workmanship of a quality that would normally be specified by the SFA are to be used.



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- 4.2.3 The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner.
- Menu development specific to the operation
 - Nutrition education materials and program expense
 - Design services specific to the operation
 - Education programs
 - Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
 - All accounting
 - All payroll costs and documentation
 - Administrative dietetic, nutritional, sanitation, and personnel advice
 - All costs incurred in hiring and relocating, if necessary, the FSMC management team
 - All training costs for FSMC employees
 - All travel costs for training for FSMC employees
 - All miscellaneous costs to operate the program; i.e., consumable marketing materials
 - Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent
- 4.2.4 The FSMC must credit monthly for the value of all USDA Foods *received* for use in the year (including both entitlement and bonus food), and including the value of USDA Foods contained in processed end products. Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on the monthly bill/invoice as a separate line item and shall be clearly identified and labeled.
- 4.2.5 The FSMC shall bill for each reimbursable meal as stated on Attachment 7.3 of the FSMC Proposal. For non-reimbursable meals the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals and special functions or catering) by the approved free lunch reimbursement rate plus the per meal value of commodities for the current year.
- 4.2.6 The FSMC shall submit a separate billing for food, supplies and labor for special functions conducted outside of the non-profit SFA service account to prevent double billing.
- 4.2.7 The billing claim information will be sent to the SFA promptly at the end of each month. 7CFR§210.16(c)(1) The SFA shall pay all amounts when due, but if the SFA does not make a payment when due, no interest can be paid to the FSMC from the Child Nutrition Program.
- 4.2.8 The FSMC shall provide the SFA with a year-end statement.
- 4.2.9 The SFA is the responsible authority without recourse to USDA or ADE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature. 7CFR§225.6 (g)(2)(ix)

4.3 Prohibitions.

- 4.3.1 Provisions that permit all income and expenses to accrue to the FSMC and “cost-plus-a-percentage-of-cost” and “cost-plus-a-percentage-of-income” provisions are prohibited. 7CFR§210.16(c)
- 4.3.2 Duplicate Fees: Fee structures that permit a FSMC to bill management fees and charge the same cost as cost-reimbursable expenses are prohibited.
- 4.3.3 Clauses that limit the selection of vendors to only FSMC approved vendors are prohibited.
- 4.3.4 An acceleration clause that has a provision (multi-year) that requires full payment (e.g. program equipment purchases) if the contract is renegotiated, is prohibited.
- 4.3.5 Interest payments to the contractor, however represented, including interest payments for equipments purchases, are prohibited.
- 4.3.6 A “guaranteed return” provision, unless the “return” remains in the nonprofit food service account, is prohibited. The “return” cannot be contingent upon multi-year contract duration.



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- 4.3.7 Provisions that allow an FSMC to be responsible for any functions that must be retained by the SFA are prohibited.
- 4.3.8 Automatic renewal of the contract provisions is prohibited.
- 4.3.9 Provisions, which permit the FSMC to subcontract USDA Foods for further processing, are prohibited.

4.4 Certificate of Independent Price Determination. The FSMC admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion. (Complete Attachment 7.18) *A new certification is required for each renewal period.*

5 CONTRACT CHANGES

5.1 Subcontracts.

- 5.1.1 The FSMC may, with the approval of the USDA, enter into written subcontract(s) for performance of certain functions under the Contract. Subcontractors must be approved in writing by the USDA prior to the effective date of any subcontract.
- 5.1.2 The FSMC shall not assign and/or delegate any of the duties and/or responsibilities to process DF under this Contract to any party, either by way of subcontract or any other arrangement, without the prior written consent of the USDA. Prior to utilizing the services of any subcontractor under this Contract, the FSMC shall complete and submit to the USDA a Subcontractor Agreement (Refer to NPA) for each proposed subcontractor. Even if a subcontract is approved, the FSMC remains responsible as prime Contractor to ensure that DF is accounted for and processed according to the terms and conditions contained in this Contract and is obligated to inform the subcontractor of these requirements.
- 5.1.3 The FSMC's certificate(s) shall include all subcontractors as insured's under its policies or the FSMC shall furnish to the SFA separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

5.2 Cooperation with Other Contractors and Subcontractors. The FSMC shall fully cooperate with other SFA contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other SFA contractors. The FSMC shall not intentionally commit or permit any act which will interfere with the performance of work by any other SFA contractors.

6 RISK AND LIABILITY

6.1 Insurance Requirements. The Contractor and subcontractors 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. Contactor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.



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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.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pinal County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

6.1.1 **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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.

C. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

D. Professional Errors and Omissions or (when applicable) Medical Malpractice Liability:

Coverage shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate

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

6.2 **Claim Liability.**



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- 6.2.1 The FSMC accepts liability caused by the FSMC's negligence or for claims assessed as a result of Federal/State reviews/audits, corresponding with the FSMC's period of liability.
- 6.2.2 The SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. The FSMC shall fully cooperate with the SFA in resolving review and audit issues, and the FSMC shall indemnify the SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from the FSMC's intentional or negligent acts.
- 6.2.3 The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods. In the event the SFA is assessed a fine or penalty, as the result of an unsatisfactory or failed food service audit, the FSMC will be responsible for paying one hundred percent (100%) of the fine or penalty as a result of negligence on behalf of the FSMC. If this situation should occur, the FSMC agrees to reduce their management fee charged to the SFA, accordingly, so that their respective percentage of the fine or penalty will be satisfied and paid in full within a reasonable amount of time which will be determined at the discretion of the SFA.
- 6.2.4 The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.

7 WARRANTIES

- 7.1 Affordable Care Act. The FSMC understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable care Act "ACA"). The FSMC shall bear sole responsibility for providing health care benefits for its employees who provide services to the SFA as required by state or federal law.
- 7.2 Certification Regarding Lobbying. Pursuant to 31 USC 1352, the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7CFR§3018. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. (Complete Attachment 7.17 page 1) 7CFR§3018.100 *A new certification is required for each renewal period.*
- 7.3 Disclosure of Lobbying Activities. Pursuant to 31 USC 1352, the FSMC must disclose lobbying activities in connection with juvenile detention nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (Complete Attachment 7.17 page 3) 7CFR§3018.100 *A new certification is required for each renewal period.*
- 7.4 Civil Rights Compliance. The FSMC shall ensure compliance that in the operation of the Program, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and juvenile detention food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Department of Agriculture regulations on nondiscrimination. 7CFR§210.23(b)
- 7.5 Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation. The FSMC will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. 7CFR§3016.36(i)(12).
- 7.6 Contract Work Hours and Safety Standard Act. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). 7CFR§3016.36(i)(6)
- 7.7 Copeland 'Anti-Kickback' Act. The FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3). 7CFR§3016.36(i)(4)



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- 7.8 Davis-Bacon Act. The FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). 7CFR§3016.36(i)(5)
- 7.9 Energy Policy and Conservation Act. The FSMC shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871. 7CFR§3016.36(i)(13))
- 7.10 Equal Employment Opportunity. The FSMC shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). 7CFR§3016.36(i)(3).
- 7.11 Debarment, Suspension, Ineligibility, and Voluntary Exclusion. By signing the Offer & Award form, the FSMC shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. 7CFR§3017.100 The FSMC shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.

8 CONTRACT TERMINATION

- 8.1 Termination Clause. The contract may be terminated for cause and for convenience by the SFA. 7CFR§3016.36(i)(2)
- 8.2 Contract Termination. Upon the service ending by either contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC. If the SFA is returning to a self-operated food service, the FSMC shall ensure a smooth and timely transition. The FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying.

The FSMC will purchase back unused supplies from SFA at the termination of the Contract in order to prevent overbuying.
- 8.3 Non Performance Sanction. If contractors violate or breach contract terms, the SFA can place administrative, contractual, or legal remedies, sanctions and penalties as may be appropriate. 7CFR§210.16(b)(2) and 7CFR§3016.36(i)(1).



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SECTION 5 Uniform Terms and Conditions

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1 DEFINITIONS - The Definitions on page 3 of this Solicitation apply to these Uniform Terms and Conditions.

2 CONTRACT INTERPRETATION

- 2.1 Arizona 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.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the County and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 CONTRACT ADMINISTRATION AND OPERATION

- 3.1 Notice to Proceed/Ordering Authority. The Contractor agrees to render goods or services promptly and diligently upon receipt of a written purchase order or notice to proceed. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. Any attempt to represent any product not specifically awarded under this Contract is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, contract termination, suspension and/or debarment of the Contractor. A signed Contract and valid purchase order must be in place prior to the start of any work each year, including renewal periods.
- 3.2 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the County at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3 Non-Discrimination. The Contractor shall comply with State of Arizona Executive Order No. 2009-9 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.4 Contractor Business Facilities and Business Practices. The 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



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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.

- 3.5 **Affirmative Action.** Contractor agrees to abide by the provisions of the County Affirmative Action Program. 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 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.
- 3.6 **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.
- 3.7 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and six (6) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.8 **Facilities Inspection and Materials/Service Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the County for testing and inspection. 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.
- 3.9 **Notices.** Notices to the Contractor required by this Contract shall be made by the County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.10 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.11 **Property of the County.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the County.
- 3.12 **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Pinal County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the



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United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

- 3.13 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the County shall be considered the creator of such Intellectual Property. The Pinal County department requesting the issuance of this contract shall own (for and on behalf of the County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the County. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the County without the express written authorization of the Pinal County department requesting the issuance of this contract.
- 3.14 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. The SFA will not consider pricing to be confidential or proprietary.
- 3.15 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The County shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the County determine that the contractor and/or any subcontractors be found noncompliant, the County may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.16 E-Verify Requirements.
- 3.16.1 The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 3.16.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.
- 3.16.3 Failure to comply with a SFA audit process to randomly verify the employment records of the FSMC and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.
- 3.16.4 The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is complying with A.R.S. §41-4401(A)(1).
- 3.17 Terrorism Country Divestments. Per A.R.S. §35-392, the SFA is prohibited from purchasing from a company that is in violation of the Export Administration Act.

4 COST AND PAYMENTS

- 4.1 Payments. 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



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correct invoice. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes.

Pinal 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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.

In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Pinal County' unless not required by law.

4.4 Availability of Funds for the next County fiscal year. Funds may not presently be available for performance under this Contract beyond the current County fiscal year. No legal liability on the part of the County for any payment may arise under this Contract beyond the current County fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current County fiscal year. Should the County Board of Supervisors reduce the appropriations or for any reason and these goods or services are not funded, the County may take any of the following actions: Accept a decrease in price offered by the contractor; Cancel the Contract; or Cancel the contract and re-solicit the requirements.

5 CONTRACT CHANGES

5.1 Amendment. This Contract is issued under the authority of the County Board of Supervisors who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. 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. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and 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.

6 RISK AND LIABILITY

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 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,



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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 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.

6.3 **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 of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences: Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment 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.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.4 **Third Party Antitrust Violations.** The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6.5 **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.



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7 WARRANTIES

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the County of the materials, they shall be: Of a quality to pass without objection in the trade under the Contract description; Fit for the intended purposes for which the materials are used; Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units; Adequately contained, packaged and marked as the Contract may require; and Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 Quality of Work. The Contractor shall be responsible for the professional quality and technical accuracy of the goods and services provided under this contract. Services shall be performed in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions. The Responder shall work closely with the County, and provide all reports and documents, including proposed corrective work through the County Chief Financial Officer or her designee.
- 7.4 Fitness. The Contractor warrants that any material supplied to the County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.5 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the County.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 7.7 IT 508 Compliance. Unless specifically authorized in the Contract, any electronic or information technology offered to Pinal County under this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 7.8 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 COUNTY'S CONTRACTUAL REMEDIES

- 8.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order. The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the County after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the County under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue



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any other right or remedy available to it.

- 8.5 **Right of Offset.** The County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the County, or damages assessed by the County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 CONTRACT TERMINATION

- 9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- 9.2 **Gratuities.** The County may, by written notice, terminate this Contract, in whole or in part, if the County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the County.
- 9.4 **Termination for Convenience.** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 **Termination for Default.** 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:
- 9.5.1 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.
 - 9.5.2 Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.
 - 9.5.3 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.
 - 9.5.4 Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.
 - 9.5.5 Fails to complete the required work or fails to perform required services within the time frame stipulated.
 - 9.5.6 Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

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

If the County terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions



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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.

- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 CONTRACT CLAIMS

All claims and controversies shall be subject to the Pinal County Procurement Code.

11 ARBITRATION

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



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SECTION 6 Pricing

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1 CONTRACTORS COSTS AND FEES

- 1.1 Interested FSMC's are requested to include in the proposal alternatives to the reimbursable lunch, such as a-la-carte program which can be provided along, and in conjunction with, the required reimbursable lunch programs. For the purpose of identifying a-la-carte meals served an equivalency factor shall be identified. The meal equivalency factor is defined as the total sales of non-reimbursable meals (adult meals, a la carte, special functions or catering) divided by the approved free lunch reimbursement rate plus the per meal value of commodities for the current year.
- 1.2 The equivalency factor for the Meal Equivalent shall remain fixed for the term of the Contract and all renewals.

2 CONTRACT PAYMENT

- 2.1 The FSMC will be paid at a fixed rate per meal/meal equivalent. The Fixed-Fee per meal/ meal equivalent as stated on Attachment 7.3 will include all their costs such as labor, food, supplies and any administrative and management fees in a per meal cost. The offer amount should be based on assumption that no USDA Foods will be available for use.



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SECTION 7
Document Attachments

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**ALL SECTION 7 DOCUMENTS ARE ATTACHED SEPERATELY FROM THIS RFP.
THEY MUST BE SUBMITTED PER INSTRUCTIONS NOTED IN SECTION 4 OF THE UNIFORM INSTRUCTIONS (PAGE 13).**



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SECTION 8
Exhibit A

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EXHIBIT A
Pinal County Adult Detention and Youth Justice Center
Populations Served

The **average populations** served in 2015 are as follows:

Adult Detention Facility:

- Average 700 beds per night
- Served an average of 2100 meals per day
- Snacks served are variable and are to be determined by dietary needs of inmates

Youth Justice Center:

- Average 20 beds per night
- Served an average of 60 meals per day
- Served 20 snacks per day

Meals are served 365 days per year. The **servicing schedule** for meals is as follows:

	Adult Detention Facility	Youth Justice Center
Breakfast	0530	0600
Lunch	1030	1200
Dinner	1630	1800
Snacks	As medically required	1600

Current Staffing Levels (positions and schedules are approximations):

Position	Hours/Day	Days/Week
Food Service Director	10	5
AM Production Supervisor	7.5	5
AM Line Supervisors (4) (includes 3 per shift, 1 floater will cover off days)	7.5	5
PM Production Supervisor	7.5	5
PM Line Supervisors (4) (includes 3 per shift, 1 floater will cover off days)	7.5	5



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SECTION 8
Exhibit B
7-Day Breakfast Pattern

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(7-Day) Meal Pattern for School Breakfast Program						
Serve Only		Offer vs. Serve (OVS)				
<ul style="list-style-type: none"> Minimum 3 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain 		<ul style="list-style-type: none"> Minimum 4 items daily. Must prepare each of 3 required items in required amounts: Milk, Fruit/Juice/Vegetable, Grain and 1 additional item (may be grain, fruit/juice/veg, or meat/meat alternate) Students must have at least 3 items on tray at POS, 1 item must be a ½ cup Fruit/Juice/Vegetable 				
Required		Grade K-5	Grade 6-8	Grade K-8	Grade 9-12	Grade K-12
Fluid milk Must offer two varieties in fat content and/or flavor: Fat-free flavored, Fat-free plain, 1% plain		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Fruits/Juice/Vegetables Juice must be 100% full-strength. No more than half weekly offering may be juice. In order to count starchy vegetables, must serve 2 cups of vegetables from other, dark green, red/orange and/or bean/peas subgroups in same week.		1 cup daily	1 cup daily	1 cup daily	1 cup daily	1 cup daily
Grains/Breads Daily and weekly minimums must be met. Flexibility for grain maximums. All of grains offered must be whole grain-rich		1 oz/eq (daily) 10-14 oz/eq (weekly)	1 oz/eq (daily) 11-14 oz/eq (weekly)	1 oz/eq (daily) 11-14 oz/eq (weekly)	1 oz/eq (daily) 12.5-14oz/eq (weekly)	1 oz/eq (daily) 12.5-14 oz/eq (weekly)
Optional						
1 item of Meat/Meat Alternate No daily or weekly requirement 1 item (1 oz/eq) Item counts towards grain weekly requirement.		0	0	0	0	0
Calories Weekly Average		350-500	400-550	400-500	450-600	450-500
Sodium (mg) Weekly Average		≤540	≤600	≤540	≤640	≤540
Saturated Fat (% of total calories) Weekly Average		≤10				
Trans Fat Daily		0g/serving				



Arizona Department of Education, School Breakfast Program Meal Pattern Charts. Released May 2015



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SECTION 8
Exhibit B
7-Day Lunch Pattern

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(7-Day) Meal Pattern for National School Lunch Program						
Serve Only:			Offer Versus Serve (OVS):			
<ul style="list-style-type: none"> Must PREPARE all 5 components in required amounts AT POS: Must SERVE all 5 components in minimum required amount 			<ul style="list-style-type: none"> Must PREPARE all 5 components in required amounts AT POS: Must TAKE at least 3 components in minimum required amount, one must be fruit or vegetable			
Component Specifications: Daily and Weekly Amount Based on the Average for a 7-Day week						
Grades		K-5	6-8	K-8	9-12	Additional Information
Fruit (cups)	Weekly (daily)	3 ½ (½)			7 (1)	Only 100% Fruit juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	½			1	
	OVS: minimum amount to count at POS	½			½	
Total Vegetable (cups)	Weekly (daily)	5 ¼ (¾)			7 (1)	Only 100% Vegetable juice is allowed and no more than half the weekly offering for the fruit component may be 100% juice.
	Serve Only: minimum amount required at POS	¾			1	
	OVS: minimum amount to count at POS	½			½	
Vegetable Subgroups (cups)		Minimum weekly amounts				
Dark green		½			½	No maximum for any subgroup. <i>*Must offer more than minimum weekly values in order to meet weekly total.</i>
Red/Orange		¾			1 ¼	
Beans/Peas (legumes)		½			½	
Starchy		½			½	
Other		½			¾	
To meet weekly requirement, vegetables from ANY subgroup		2 ½			3 ½	Minimum creditable amount to count as a subgroup is 1/8 cup.
Grains (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>	11-12.5*(1)	11-14*(1)	11-12.5*(1)	14-17*(2)	All grains offered must be whole grain rich.
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	Weekly, no more than 2 oz/eq. grain based dessert.
Meat/ Meat Alternate (oz/eq.)	Weekly (daily) amounts <i>*Not required to meet Weekly maximum</i>	11-14*(1)	12.5-14*(1)	12.5-14*(1)	14-17*(2)	
	Serve Only and OVS: Minimum amount to count as a component at POS	1	1	1	2	
Fluid milk (cups)	Weekly (daily)	7 (1)				Offer two varieties daily. (variety: fat content or flavor)



Arizona Department of Education, National School Lunch Program Meal Pattern Charts. Released May 2015



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7-Day Lunch Pattern

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Dietary Specifications: Weekly Average Requirement for a 7-Day week					
Grades	K-5	6-8	K-8	9-12	Additional information
Minimum - Maximum calories (kcal)	550-650	600-700	600-650	750-850	
Sodium (mg)	≤ 1230	≤ 1360	≤ 1230	≤ 1420	<i>The current sodium guidelines (Target 1) were implemented SY 14-15.</i>
<i>Sodium Target 2 implement in SY 2017/18</i>	≤ 935	≤ 1035	≤ 935	≤ 1080	
<i>Sodium Final Target Implement in SY 2022/23</i>	≤ 640	≤ 710	≤ 640	≤ 740	
Saturated fat (% of calories)	≤ 10				
Dietary Specifications: Daily Requirement for a 7-Day week					
Grades	K-5	6-8	K-8	9-12	
Trans fat	Nutrition label or manufacturer spec must indicate zero grams of trans fat per serving.				



Arizona Department of Education, National School Lunch Program Meal Pattern Charts. Released May 2015



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SECTION 8
Exhibit C
Special Inmate
Management Meal
Regular Recipe

Pinal County
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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 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.



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SECTION 8
Exhibit D
Special Inmate
Management Meal
Vegan Recipe

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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 (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.



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SECTION 8
Exhibit E
Bonfire Submission
Instructions

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

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Section 1 - Executive Summary - Title Page	PDF (.pdf)	Multiple	Required
Section 1 - Executive Summary - Certificate of Independent Price Determination (Attachment 7.18)	PDF (.pdf)	Multiple	Required
Section 1 - Executive Summary - Offer & Acceptance Form (Attachment 7.25)	PDF (.pdf)	Multiple	Required
Section 2 - Pricing - Fixed-Fee Contract Pricing Summary (Attachment 7.3)	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - Narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action.	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - Labor Costs (Attachment 7.4)	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - Schedule Terms for the FSMC Guarantee (Attachment 7.5)	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan – Financial Projected Worksheet (Attachment 7.6)	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - Comprehensive plan on how the FSMC will provide input to purchase food for the menus that will keep costs low and quality high. In the plan, the FSMC must describe the methodology it will use to document the market value of the USDA Foods or commodities used on the invoice. The FSMC shall provide a sample invoice in the proposal that will meet all the information listed in the Special Terms and Conditions that pertain to USDA requirements.	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - 28-Day Cycle Breakfast Menu that will meet the USDA requirements (Attachment 7.7)	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - 28-Day Cycle Lunch Menu that will meet the USDA requirements (Attachment 7.8(a))	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - 28-Day Cycle Dinner Menu (Attachment 7.8(b))	PDF (.pdf)	Multiple	Required



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Name	Type	# Files	Requirement
Section 3 - Method of Approach and Implementation Plan - Comprehensive plan on how the Offeror shall implement Hazard Analysis and Critical Control Point (HACCP) principles to meet the USDA guidance effective July 1, 2006. Public Law 108-265	PDF (.pdf)	Multiple	Required
Section 3 - Method of Approach and Implementation Plan - Internal Accounting Process with detailed information (Attachment 7.9)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Qualification of Offeror (Attachment 7.1)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation (Attachment 7.2)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Organization Chart (Attachment 7.10)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Résumés of all FSMC management staff (Attachment 7.11)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Drug Free Workplace Policy (Attachment 7.12)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Staffing Schedule to include a daily listing of employees by position description, the daily hours scheduled to work for each employee and the corresponding wage rate for each employee. Each staffing schedule shall describe the total daily hours and daily cost (Attachment 7.13)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Training Program (Attachment 7.14).	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Food Services Program List (Attachment 7.15)	PDF (.pdf)	Multiple	Required
Section 4 - Experience, Expertise and Reliability - Offeror's Discontinued or Terminated Services for the last five (5) years (Attachment 7.16)	PDF (.pdf)	Multiple	Required
Section 5 - Required Documents - Certification Regarding Lobbying and Disclosure of Lobbying Activities (Attachment 7.17)	PDF (.pdf)	Multiple	Required
Section 5 - Required Documents - Deviations and Exceptions (Attachment 7.20)	PDF (.pdf)	Multiple	Required
Section 5 - Required Documents - Confidential/Proprietary Form (Attachment 7.21)	PDF (.pdf)	Multiple	Required
Section 5 - Required Documents - Non-Collusion Affidavit (Attachment 7.22)	PDF (.pdf)	Multiple	Required



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Name	Type	# Files	Requirement
Section 5 - Required Documents - IRS W-9 Form (Attachment 7.23)	PDF (.pdf)	Multiple	Required
Section 5 - Required Documents - Addendum Acknowledgment Form (Attachment 7.24)	PDF (.pdf)	Multiple	Required
Any other Additional Documents Offeror would like to submit	Any (*.*)	Multiple	Optional

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://pinalcountyaz.bonfirehub.com/opportunities/1228>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 26, 2016 2:00 PM AZ Time**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. JavaScript must be enabled.

Need Help?

Pinal County uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



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End of Solicitation

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