

**BID CALL 032615
REQUEST FOR PROPOSALS**

**FOOD AND LAUNDRY SERVICE
FOR
GILA COUNTY DETENTION CENTER**

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

County Manager
Don E. McDaniel Jr.



**GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS
BID NO.: 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**

Notice is hereby given that Gila County is requesting proposals from qualified Correctional Food Service Providers to provide Food, In-house Laundry Service, and Materials for the Gila County Detention Center located in Globe, Arizona.

SUBMITTAL DUE DATE: 11:00 AM, Local AZ Time, Monday, May 18, 2015

RETURN PROPOSAL TO: GILA COUNTY FINANCE DEPARTMENT
GUERRERO COMPLEX
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

MANDATORY WALK THROUGH: 9:00 AM, Monday, May 11, 2015, 1100 South St., Globe, AZ

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Guerrero Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Guerrero Complex building.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Contracts Administrator at 928-402-8612. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Questions regarding the technical aspects of this Request for Proposals shall be directed to: Robert Hickman, Facilities Manager, PH. 928-402-8591.

Questions regarding the general terms and conditions of this Request for Proposals should be directed to: Jeannie Sgroi, Contracts Administrator, PH 928-402-8612

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: **April 29 and May 6, 2015**

Signed: _____
Michael A. Pastor/Chairman of the Board

Date: _____

Signed: _____
Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: _____

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Correctional Food and Laundry Service Provider to provide food and in-house laundry services, materials, and supplies for the Gila County Detention Center located in Globe, Arizona. Food services will also be provided for the Gila County Detention Substation in Payson, Arizona and the Gila County Juvenile Detention Center in Globe, Arizona.

FOOD SERVICE REQUIREMENTS

All meals shall be prepared at the Gila County Globe Detention Center at 1100 South St, Globe, Arizona. Meals for the Payson Detention Substation at 108 Main Street, Payson, shall be premade hot, frozen and transported by County staff to the Payson location. Meals for the Globe Juvenile Detention Center at 1425 South St, Globe, shall be made hot and delivered by County staff to the Juvenile facility.

Meal Service and Materials

1. **Meals Served:** Provide nutritious meals to inmates three (3) times per day, seven (7) days per week, three hundred sixty-five (365) days per year and three hundred sixty-six (366) days during leap years.
 - A. Meals shall meet the following standards and guidelines:
 - a) Arizona Department of Corrections (ADC), in particular, Chapter 900, Dept. Order 912-Food Service System.
 - b) Dietary allowances outlined by the National Academy of Sciences Institute of Medicine, Food & Nutrition Board.
 - c) Standards for medical diets as designated by the National Commission on Correctional Healthcare (NCCHC).
 - d) American Correctional Association (ACA) standards for food service in Adult and Juvenile Correctional Institutions.
 - e) Arizona Department of Education (ADE), Health and Nutrition Services, Food Service Management Company Guidance Manual for Local Education Agencies. Specifically, 7 CFR Part 3016.36 for the Federal standards governing procurements made by State Agencies, Local Education Agencies and other local program operators.
 - B. A registered dietician directly employed by the Firm must review all menus on an annual basis. The registered dietician must provide an annual statement of nutritional menu adequacy, based on the products and recipes used by Firm. Dietician must provide certification applicable to the State of Arizona.
 - C. A nutritional analysis of each menu based on the standard recipes used by the Firm must be provided by the Firm.
 - D. Firm warrants that all meals provided will be nutritious and served in a manner that makes them wholesome and palatable. Proposed monthly menus by Firm shall be reviewed and approved by the authorized County personnel in advance of implementation.
 - E. No more than thirteen (13) hours shall pass between the evening meal and breakfast served.
 - F. A minimum of two (2) hot meals will be served daily, seven (7) days per week. Fresh vegetables are required at least three (3) times per week.
 - G. Only United States Department of Agriculture (USDA) grade acceptable meats, poultry, and vegetables shall be used. Foods shall be wholesome and free from spoilage.
 - H. All beverage products served with meals and snacks shall be FDA-approved and must be served prior to the stated date of expiration, whether container is marked or not.

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Scope of Services continued....

- I. No coffee, hot beverages or like beverages will be served. Individual, pre-measured packets of fruit-based, powdered beverage concentrate will be provided when milk is not being served.
 - J. Food containers that are damaged, including cans that are dented, are not acceptable.
 - K. A daily beverage provided with one (1) of the three (3) meals served daily must be fortified with the RDA for vitamin C.
 - L. Food products, including meat items, must meet general inmate acceptance standards of the American Correctional Association (ACA).
 - M. A maximum of six percent (6%) TVP is allowed in meat products.
 - N. Detailed standard recipes for menu items served in portions are required.
 - O. Cakes, biscuits, and pizza slices are to be indicated as cuts from standard sheet pans.
2. **Holiday Meals:** A minimum of twelve (12) nationally recognized holiday meals shall be provided annually at contract rates. These Holidays include, but are not limited to:
- Thanksgiving
 - Christmas
 - Independence Day
 - Discretion of authorized County personnel with one-month notice to Firm.
3. **Restricted Medical Diets:** Firm shall be required to provide all restricted medical diets approved by the County's authorized inmate medical examiner.
- A. Upon request the Firm will provide special meals for medical (as ordered by physician) reasons, i.e., diabetes, ulcers, renal failure, or pregnancy with extending health situation. The County will give advanced notice for any special meals.
 - B. The Firm shall serve all restricted diets ordered in compliance with Department policies.
 - C. Firm will not charge any additional cost for special meals.
4. **Sack Lunches:** Upon request the Firm will be asked to provide sack lunches or similar meals for outside work trustees and County staff. These meals will be transported from the Globe Detention Center to the area of work. **Note:** Work release inmates will be required to provide their own meals if scheduled work hours do not coincide with established serving times.
5. **Bulk Food Purchases:** Requests by the County for bulk food purchases are for special occasions. The County will give ample time for the Firm to order the quantity requested (popcorn, cookies, candies, etc.) The Firm shall look for the best possible price and will invoice the County cost plus ten percent (10%) for the order.
6. **Food Safety Standards:** Firm 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, Office of Environmental Health and Food Safety standards are met while providing food services under the terms of this contract. Additionally, Firm shall provide a standard of food service that conforms with the standards of the American Correctional Association (ACA) covering the provision of food services in detention facilities.

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Scope of Services continued....

- 7. Meal Handling & Procedures:** All meals prepared and served must have food temperatures taken and documented by the Firm once they are placed on trays and ready for delivery or service. Temperatures should be taken by Firm at frequent intervals during the serving period.
- Firm will provide proper hair restraints or hats, and plastic gloves.
- 8. Staffing Requirements:** Firm, based on the information provided herein, is to propose adequate staff to oversee and service all aspects of the food service operation. Enough staff must be provided at all times to ensure the terms of this contract are satisfied.
- A. All food service employees meet the specifications of this Contract and are licensed, certified or registered, in their respective areas of performance or service pursuant to applicable laws and regulations.
 - B. Firm's employees must be at least twenty-one (21) years of age.
 - C. Firm's employees shall be free from any physical, emotional or mental condition that may adversely affect their performance. Written certification of compliance must be submitted to the County prior to the employee entering the facility.
 - D. Firm's employees shall agree, in writing, they understand their person and any personal belongings entering the facility with them are subject to search, without notice, at the discretion of the County.
 - E. Firm's employees shall not bring matches, lighters, or tobacco products in the facility. Gila County's public buildings and facilities as well as the immediate areas surrounding them are smoke-free (Proposition 201-Smoke Free Arizona).
 - F. Firm's employees must abide by all County Rules and regulations governing the detention facility
 - G. Firm will maintain the sufficient staff to perform the service if the detainee population grows during the term of the contract.

Sanitation Requirements

Firm is responsible for providing all kitchen cleaning aids, washing down and keeping neat the designated detention facility service kitchen areas, food preparation areas, storage area, dining area, food trays, carts, utensils, cooking equipment, and loading dock areas, in compliance with ACA Standards. Sanitation will comply with Federal, State, and Local regulations and standards.

- A. Firm will maintain the hygiene of the kitchen so as to pass any and all County and/or State Health Agencies' inspections with satisfactory ratings and inclusive of ACA Standards.
- B. Firm shall provide only County preapproved cleaning supplies and other necessary items for day to day operation.
- C. Firm shall provide the appropriate number of staff to support the cleaning operations.
- D. Firm agrees to prepare and timely remove to onsite dumpsters all trash and garbage from kitchen and dining area.
- E. Firm agrees to establish a log for hazardous materials and comply with all applicable laws and standards concerning the use, storage, and handling of such hazardous materials or substances.
- F. Grease will be removed in accordance with Local Health Codes.

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Scope of Services continued....

County Obligations

- A. County will provide number of meals to be ordered each day and time meals are to be given. If information is not provided to the Firm then the number of meals and time from the prior day shall be used.
- B. Adequate heat, light, ventilation and all other utilities needed for the provisions of food service under the terms of this contract shall be supplied to the Firm by the County.
- C. Security, control, and limitation of inmate movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- D. Facility inspections made by the County when deemed necessary, with or without advance notice to the Firm.

Firm Supplied Programs

Awarded firm shall be required to provide the following programs:

- Provide a program training inmates in the areas of food service and practical work experience.
- Provide employee training to prepare employees to work in a correctional environment teaching them to handle offender manipulation effectively.
- Provide a program to ensure all operations consistently meet a high standard of production and service.

LAUNDRY SERVICE REQUIREMENTS

In-house laundry services shall be performed at the Globe Detention Center located at 1100 South St., Globe, Az.

In-House Laundry Service

- A. Firm shall provide complete laundry service for and including but not limited to kitchen linens, bedding, cleaning supplies, and inmate clothing, etc.
- B. Firm shall purchase and supply all County approved chemicals, commodities, and cleaning supplies.
- C. Firm shall ensure all laundry staff are trained to perform quality laundry service.
- D. Firm will provide adequate staff to oversee and service all aspects of the laundry operations.
- E. Laundry service will include, but not limited to, washing, drying, and folding as normally required in a quality laundry service.
- F. Laundry must be washed according to infection control standards per CDC. 160 degrees water temp and 50-150 ppm of chlorine bleach depending on the load/washer size used for 25 minutes.
- G. At no time should soiled laundry come into contact with clean laundry.
- H. All miscellaneous items required for the Firms staff safety in laundry operations will be provided by the Firm.

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- I. Laundry carts that had soiled laundry in them must be sanitized per sanitizers manufactures instruction and dried before placing clean laundry in them.
- J. Clean and sanitized carts are not to come in contact with any soiled carts or laundry.
- K. All laundry items shall be washed, extracted, tumbled and ironed, if required, with only non-allergic soaps, detergents, bleaches or other chemicals to render the finished products clean.
- L. Firm shall maintain and clean equipment as to keep in excellent working order for daily operations.
- M. Sorting of laundry will take place prior to processing to ensure correct processing of whites, colors, and other laundered items.
- N. Laundry must be properly dried before sorting and folding.
- O. Items that are torn, frayed, thin, or damaged must be separated after laundry process and kept in separate cart for repair or discard.
- P. All cleaning rags and mops must be clean, free from odor and bleach rot.
- Q. All cleaning rags and mops are to be separated based, placed into a clean plastic bag, and returned to correct location.
- R. At no time will any clean rags or mops be transported in the same clean resident laundry carts-they must be in their own clean cart.
- S. All kitchen and food service linens will be laundered separate from other items and returned to the food service area in separate plastic bags.
- T. Firm will maintain sufficient staff to perform the service if the detainee population grows during the term of the contract.

County Obligations

- A. County shall provide adequate heat, light, ventilation, water and all other utilities required for the provision of in-house laundry service under the terms of this contract.
- B. County shall provide security, control, and limitation of inmate movement into and out of the laundry area, including physical security of employees, suppliers, and other authorized visitors.
- C. Inmates on occasion, per County request, may assist in laundry transport to and from laundry area.
- D. County shall determine the time laundry service operations are performed in order to conserve energy.

SECURITY CLEARANCE

Gila County reserves the right to conduct a security clearance, i.e. background check, of all employees of the awarded Firm who the Firm wishes to assign to the Gila County Detention Facility. Only those employees who successfully pass the background process may be utilized at the Facility.

- All Firm staff must complete the Waiver of Liability and Release Form on page 30 of this bid packet prior to working at facility.

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Scope of Services continued....

PROPOSAL EVALUATION PROCESS

All proposals shall be evaluated by using the following criteria. The recommendation for contract award will be made to the responsible Firm whose proposal is determined to be the most advantageous to Gila County when applying the weighted criteria:

Evaluation Criteria

1. Experience in detention center food preparation and laundry service including verifiable past performance of similar contracts (Reference page 26) (40 points)
2. Staff and use of existing personnel (Price Sheet Page 25) (10 points)
3. Proposal Cost (Price Sheet page 24-25) (50 points)

Firm must provide copies of all required Arizona Certifications in handling the scope of service provided in this request for proposals.

PAYMENT

Upon receipt and acceptance of goods and services a monthly invoice shall be submitted by the Firm to the County in accordance with proposed amount on Cost Sheet, pages 24-25 of contract.

INFORMATION REQUESTS

Requests for additional information relating to the scope of work, instructions, or general conditions of this bid should be directed to: Jeannie Sgroi (928) 402-8612, jsgroi@gilacountyaz.gov.

WALK THROUGH

There will be a mandatory walk through held Monday, May 11, 2015, 9:00 A.M., at the Gila County Globe Detention Center located at 1100 South St., Globe, Az.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Finance Department, from individuals and Firms to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Firms able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Firm shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Firm. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Firms must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Firm(s) to perform the Scope of Services as set forth in the Contract. Failure of any Firm to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Firm(s) from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Firm; if initialed, the County may require the Firm to identify any alteration so initialed.

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Instructions to Bidders continued....

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Firms in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 31.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Inquiries

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Firm(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 PM, May 14, 2015 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Proposal results ARE NOT provided in response to telephone inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors and offices and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Firm submitting a late Proposal shall be so notified.

Submittal Proposal Format:

It is requested that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the Proposal and Qualification Forms, Price Sheet, and Offer Page shall be submitted on the forms and in the format specified in the Request for Proposal. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

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Instructions to Bidders continued....

1. By signature in the offer section of the Offer and Acceptance page, Firm certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Firm has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, County, City, Town, etc., of the State of Arizona, will be allowed by the Firm(s) awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Firm's errors or omissions. Negligence in preparing an offer confers no right to the Firm unless the Firm discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER", Bid No., "032615", Date "MAY 18, 2015", and time "11:00 AM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Firm(s). To ensure that all Firms are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Firm(s) who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Firm(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous of the County may be invited to appear before the Board for an oral review.
6. The apparent successful Firms(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Firms who have submitted a bid proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

General Terms & Conditions continued....

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Firm, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Firm's signature(s) appearing on page 32, BIDDERS OFFER PAGE, Exhibit "D" Bidders Qualification and Certification forms(s) pages 22-23.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Firm hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Firm in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Firm; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Firm relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Firm or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Firm.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Firm.

Bidder Award Agreement continued....

Contract Default

- A. The County, by written notice of default to the Firm, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Firm fails to make delivery of the supplies or to perform the services within the times specified; or
 - 2. If the Firm fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Firm shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Firm to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Firm under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Firm.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

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Bidder Award Agreement continued...

The County reserves the right to cancel the whole or any part of this contract due to failure of the Firm to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Firm for acting or failing to act as in any of the following:

1. In the opinion of the County, the Firm fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Firm attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Firm fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Firm fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Firm will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Firm at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Sheriff's Office to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the purchasing department shall give written notice to the Bidder submitting this request.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this Invitation for Proposals to enter into a contract with a Correctional Food Service Provided to provide Food and Laundry Service, and Materials for the Gila County Detention Center.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is **NOT** intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**.
- 1.2 Firm should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Firm shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.5.2 Qualification and Certification Forms (page 22-23)
 - 1.5.3 Price Sheet (page 24-25)
 - 1.5.4 References List (page 26)
 - 1.5.5 No Collusion Certification (page 27)
 - 1.5.6 Intentions Concerning Subcontracting (page 28)
 - 1.5.7 Legal Arizona Workers Act Compliance (page 29)
 - 1.5.8 Waiver of Liability Release (page 30)
 - 1.5.9 Checklist & Addenda Acknowledgment (page 31)
 - 1.5.10 Offer Page (pages 32-33)

Minimum Specifications continued....

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Firm shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of four (4) years.
- 2.3 Per meal prices shall automatically be adjusted, up or down, on each anniversary of the Effective Date, according to the yearly unadjusted percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH shall be June of the immediately preceding year to June of the then-current year (the "Base Period"). For example, if on the anniversary date of the Effective Date of the yearly unadjusted percentage change in the "CPI-FAH" is 3.1, then each of the per meal prices shall be automatically increased 3.1 percent from the prices previously in effect on the anniversary date. Any cost adjustments must meet the Board of Supervisor's approval by an amendment to the contract prior to any such adjustment.

SECTION 3.0

Ordering and Delivery:

- 3.1 ORDERING: Gila County does not warrant the order of any equipment or services prior to actual need. Gila County's personnel may re-order equipment or services as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY: Gila County Sheriff's Office, 1100 South Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

SECTION 4.0

4.1 Evaluation of Proposal and Negotiations-

The Director shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Invitation for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Invitation for Proposals.

For the purpose of conducting Negotiations, the County shall determine what Proposals are susceptible for being selected for award. A determination that a Proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the County files. If it is determined a Proposal is not reasonably susceptible of being selected for Award, the Firm shall be notified and shall not be afforded an opportunity to modify its Proposal

REQUEST FOR SEALED PROPOSALS
BID NO. 032615

Minimum Specifications continued....

4.2 Negotiations with Individual Firms

- Gila County may establish procedures and schedules for conducting Negotiations. Disclosure of a Firms Price or any information derived from competing Proposal Prices or any information derived from competing Proposals is prohibited.
 - a. Any Response to a request for Clarification of a Proposal shall be in writing.
 - b. Gila County shall keep a record of all Negotiations.

- For the purposes of conducting Negotiations with Firms, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with Responsible Firms for the purpose of determining source selection and/or Contract Award.
 - b. Exclusive Negotiations: A determination may be made by the Director to enter into exclusive Negotiations with the Responsible Firm whose Proposal is determined in the selection process to be most Advantageous to the County.

- Exclusive Negotiations may be conducted subsequent to concurrent Negotiations or may be conducted without requiring previous concurrent Negotiations.
 - a. A determination to conduct exclusive Negotiations shall not constitute a Contract Award nor shall it confer any property rights to the successful Firm.
 - b. If exclusive Negotiations are conducted and an agreement is not reached, the County may enter into exclusive Negotiations with the next highest rank Firm without the need to repeat the formal Solicitation process.

INSURANCE PROVISIONS

Indemnification Clause:

Firm shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Firm or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Firm to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Firm from and against any and all claims. It is agreed that Firm will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Firm agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Firm for the County.

Insurance Requirements:

The Firm and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. Policy shall be endorsed to **include master key coverage.**

b. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Firm.**"

Insurance Provisions continued....

- c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Firm, including automobiles owned, leased, hired or borrowed by the Firm"**.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$_____

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Firm.
- c. The bond or policy shall **include coverage for third party fidelity**.
- d. The bond or policy shall **include coverage for extended theft and mysterious disappearance**.
- e. The bond or policy **shall not contain a condition requiring an arrest and conviction**.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Firm even if those limits of liability are in excess of those required by this Contract.
2. The Firm's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Firm shall not be limited to the liability assumed under the indemnification provisions of this Contract.

REQUEST FOR SEALED PROPOSALS
BID NO. 032615

Insurance Provisions continued....

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Jeannie Sgroi, Contracts Administrator, 1400 E. Ash Street, Globe, AZ, 85501 and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Firm from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Firm shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Jeannie Sgroi, Contracts Administrator, 1400 E. Ash Street, Globe, AZ, 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Firms' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Firm shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Reference List

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Firms under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 032615 Food and Laundry Service for Gila County Detention Center

The applicant submitting this Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Firm:

2. Has Firm (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Firm failed to perform in the narrative part of this Contract.
3. Has Firm (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Firms disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Firm (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Firm was terminated in the narrative part of this Contract.
5. Firm must also provide at least the following information:
- a. A brief history of the Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Firm has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. The subcontractors ROC, contact name and phone # must be included.
 - f. Gila County reserves the right to request additional information.
 - g. Sealed list of equipment used in performing the services must accompany proposal.

REQUEST FOR SEALED PROPOSALS
BID NO. 032615

Qualification & Certification continued....

6. **Firm Experience Modifier (e-mod) Rating in Arizona:** _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Firm Business License Number:** _____
(If Applicable)

8. **Firm must provide copies of all required Arizona Certifications in performing the scope of services provided in this request for proposals.**

Signature of Authorized Representative

Printed Name

Title

**REQUEST FOR SEALED PROPOSALS
BID NO. 032615**

PRICE SHEET

Please complete price sheet in its entirety. Cost proposed equals 50% of evaluation criteria as noted on page 8 of bid packet.

Firm Name: _____ **Phone No.:** _____

FOOD SERVICE MEAL RATES			
Daily Meal Average	Globe D.C. Meal Rates	*Juvenile Meal Rates	**Substation Meal Rates
1 – 50 Meals	\$ _____	\$ _____	\$ _____
51 – 83 Meals	\$ _____	\$ _____	\$ _____
84 – 117 Meals	\$ _____	\$ _____	\$ _____
118 – 150 Meals	\$ _____	\$ _____	\$ _____
151 – 183 Meals	\$ _____	\$ _____	\$ _____
184 + Meals	\$ _____	\$ _____	\$ _____
Cost per one (1) Sack Lunch \$ _____			

Gila County Detention Center Location: 1100 South Street, Globe, Arizona 85501

All meals shall be made at the Gila County Detention Center location in Globe.

*Meals for the Substation shall be premade and frozen by the Firm for transport by County staff to the Payson location.

**Meals for the Juvenile Detention Center shall be made by the Firm and delivered by County staff to the Juvenile Detention Center.

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Firm under consideration for final award. (Experience = 40% of evaluation criteria.)

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may also attach up to ten additional pages describing relevant experience.

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

Name of Business

Signature of Authorized Representative

Title

REQUEST FOR SEALED PROPOSALS
BID NO. 032615

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he is _____
(Title)

Of _____ and
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on **FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER, GILA COUNTY, BID CALL NO. 032615** and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said _____

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned service.

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My Commission expires: _____

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **BID NO. 032615 FOOD AND LAUNDRY SERVICE FOR GILA COUNTY DETENTION CENTER**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number. List must be provided in a sealed envelope marked "List of Subcontractors".

- YES**, it is my intention to subcontract a portion of the work.
- NO**, it is not my intention to subcontract a portion of the work.

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm.

Signature of Authorized Representative

Printed Name

Title

REQUEST FOR SEALED PROPOSALS
Bid No. 032615

WAIVER OF LIABILITY AND RELEASE FORM

In consideration of the Gila County Sheriff' Office, hereinafter referred to as the Agency, processing this Waiver of Liability, I _____ hereby irrevocably agree to the following terms and conditions: (Please Print)

1. The term 'back-ground investigation" as used in this document refers to any and all information and sources of information that the agency, in its sole discretion, may deem necessary to obtain or contract, to determine my fitness as a candidate for employment with Gila County.
2. I hereby release from liability and promise to hold harmless under any and all possible causes of legal action and officer, agent or employee of Agency who may conduct my background investigation.
3. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the officers, agents or employees of the Agency who conduct my background investigation.
4. I authorize any person or entity contacted by the Agency's officers, agents or employees during the course of my background investigation, to furnish to such officers, agents or employees any information or opinions that may have and hereby expressly waive any and all legal privileges I may have including but not limited to the attorney-client privilege, the physician-patient privilege, the psychotherapists-patient privilege, the clergyman-penitent, the husband-wife privilege, and the accountant-client privilege.
5. I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the agency or any of its officer, agents, or employees for any statements, acts or omissions in the course of my background investigation.
6. I expressly waive all of my legal rights and cause of action to the extent that the Agency background investigation may violate or infringe upon these legal rights and causes of action.
7. I expressly agree that I will never, under any circumstances, attempt to obtain the results of my background investigation as conducted by the Agency, realizing that such information must of necessity remain confidential.

I release from liability given by me to the political division, the Agency, its officers, agents and employees, all other as mentioned above, shall apply to any rights of action arising from the denial of employee opportunity of the Agency, based on information received from the background investigation.

Read carefully before signing.

Signature

Date

Printed Name

REQUEST FOR SEALED PROPOSALS
Bid No. 032615

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this RFP. If Firm fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be “non-responsive” and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
REFERENCES	_____
NO COLLUSION IN BIDDING	_____
INTENTIONS IN SUBCONTRACTING	_____
LEGAL ARIZONA WORKERS ACT COMPLIANCE	_____
WAIVER OF LIABILITY & RELEASE	_____
CHECKLIST & ADDENDA ACKNOWLEDGMENT	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this _____ day of _____, 2015

Firm:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Finance Department, and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 032615 Food and Laundry Service for Gila County Detention Center. All proposals shall be filed with the Gila County Finance Department in the Guerrero Building at 1400 E. Ash St., Globe, AZ on or before May 18, 2015, by 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Firms bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Firm submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Firm which may compete for the contract; and that no other Firm which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Firm submitting this proposal.

CONTRACT NUMBER: 032615 Food and Laundry Service for Gila County Detention Center

Firm Submitting Proposal:

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone No.: _____

City

State

Zip

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.

REQUEST FOR SEALED PROPOSALS
BID NO. 032615

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Firm _____ is now bound to provide the materials or services listed in RFP No.: 032615 including all terms and conditions, specifications, amendments, etc. and the Firm's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 032615** . The Firm has been cautioned not to commence any billable work or to provide any material or service under this Contract until Firm receives written notice to proceed from Gila County.

GILA COUNTY BOARD OF SUPERVISORS:

Awarded this _____ day of _____, 2015

Michael A. Pastor, Chairman of the Board

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney