



PINAL COUNTY
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RFP PC-121518 Commissary Services

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

REQUEST FOR PROPOSAL (RFP)

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: COMMISSARY SERVICES

Contract Period: INITIAL PERIOD: JANUARY 30, 2013 – JANUARY 29, 2016
FIRST RENEWAL YEAR (OPTIONAL): JAN 30, 2016 – JAN 29, 2017
SECOND RENEWAL YEAR (OPTIONAL): JAN 30, 2017 – JAN 29, 2018

MANDATORY SITE VISIT: **NOVEMBER 29, 2012 – NOTE: SEE PAGE EIGHT FOR MORE INFORMATION CONCERNING THIS SITE VISIT**

Questions Due: DECEMBER 4, 2012 BY 5:00 PM ARIZONA TIME

SOLICITATION DUE DATE: **DECEMBER 19, 2012 BY 2:00 PM ARIZONA TIME**

Number of Copies Required: ONE ORIGINAL AND THREE COPIES

Solicitation Opening Date: DECEMBER 19, 2012 BY 2:15 PM ARIZONA TIME

Solicitation Opening Location: 31 NORTH PINAL STREET
BUILDING A, SECOND FLOOR
FLORENCE, AZ 85132

Procurement Officer Contact Name: BRENDA WIDUGIRIS, C.P.M., CPPB

Telephone: (520) 866-6265

Fax: (520) 866-6661

E-mail: Brenda.widugiris@pinalcountyz.gov



PINAL • COUNTY
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**Table of Contents
RFP PC-121518
Commissary Services**

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

SOLICITATION DOCUMENTS

TABLE OF CONTENTS.....p. 2

SPECIAL INSTRUCTIONS..... p. 3

UNIFORM INSTRUCTIONS..... p. 7

SCOPE OF SERVICES p. 13

SPECIAL TERMS AND CONDITIONS..... p. 17

UNIFORM TERMS AND CONDITIONS..... p. 20

ADDENDUM ACKNOWLEDGEMENT FORM.....p. 29

W-9 FORM.....p. 30

RESPONDERS CHECKLIST.....p. 31

OFFER AND ACCEPTANCE FORM..... p. 32

END OF SOLICITATION RFP PC-121518



PINAL COUNTY
wide open opportunity

Special Instructions RFP PC-121518 Commissary Services

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
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Florence, AZ 85132

1 DEFINITIONS

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

“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 or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Addendums.

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

“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.

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

“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.

“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.

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

“Offer” means bid, proposal or quotation.

“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.

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

“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.

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

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

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

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

“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.



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Special Instructions RFP PC-121518 Commissary Services

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2 INQUIRIES

- 2.1 All questions related to this RFP shall be directed to the Procurement Officer, Brenda Widugiris at Brenda.widugiris@pinalcountyaz.gov. Questions should be submitted in writing when time permits. 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 solicitation 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/Departments/Finance/Pages/BidsProposals.aspx>. **It is the responsibility of the Responder to periodically check this website for any Solicitation Addenda.** Solicitation Addendums shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the solicitation 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 this should be taken into consideration by each Responder. **The quantities that may be reflected in the solicitation are estimates only.**

- 3.4 Offer Format. Offers shall follow the following format: The original copy of the Offer shall be clearly labeled "**ORIGINAL**" and 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. **DO NOT SUBMIT PROPOSAL IN THREE-RING BINDERS.** The Offer shall be organized into two sections as follows:

3.4.1 Section One - shall contain the Title Page as well as the following forms: Offer and Acceptance Form, Addendum Acknowledgment Form, W-9 Form, Responder's Checklist, **and a CD with the Responder's proposal.**

3.4.2 Section Two - shall contain all Offer Forms as required under Special Instructions, Paragraph 3.5 Offer Forms listed below.

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

3.5.1 Response Form 1 RFP PC-121518 Commissary Services

3.5.2 Response Form 2 Pricing Sheet RFP PC-121518 Commissary Services

3.5.3 Response Form 3 Commissary Items RFP PC-121518 Commissary Services

- 3.6 Additional Special Instructions. Responders shall see the attachments within the solicitation for Additional Special Instructions associated with this solicitation.

- 3.7 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



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Special Instructions RFP PC-121518 Commissary Services

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Florence, AZ 85132

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 Minimum Qualifications. Proposals not meeting the minimum qualifications will be deemed non-responsive and will not be considered for further evaluation. If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the minimum qualifications, and indicate what/if attachments are submitted.
- 5.2 Evaluation. In accordance with the Pinal County Procurement Code, awards shall be made to the responsible responder or responders whose proposal(s) is/are 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. Method of Approach
 2. Capacity
 3. Cost
 4. Conformance to Terms and Conditions
- 5.3 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.
- 5.4 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.
- 5.5 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 Contractor 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.

- 5.6 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. During the Best and Final Offer process, the Contractor may be required to provide in-person demonstrations. The Procurement Officer will schedule these demonstrations if needed.

6 AWARD



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RFP PC-121518
Commissary Services

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31 N. Pinal St.
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Florence, AZ 85132

- 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 Department to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

END OF SPECIAL INSTRUCTIONS



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Uniform Instructions RFP PC-121518 Commissary Services

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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. **DO NOT SUBMIT PROPOSAL IN THREE-RING BINDERS.**
- 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 Mandatory Site Visit. A **MANDATORY** Site Visit has been scheduled under this Solicitation with the date, time and location stated below. 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. **MANDATORY Site Visit Information: A MANDATORY Site Visit will be held at 1:00 p.m. on 11/29/12 at 971 Jason Lopez Circle, Building C, Florence, Arizona 85132. IN ORDER TO SUBMIT A PROPOSAL, YOU MUST ATTEND THIS SITE VISIT. All attendees who will be participating in the secure facility tour must submit their name, date of birth, and social security number so that a criminal history check can be performed one week in advance of the date of the conference. (NOTE: This information will be confidential and will NOT be available for public viewing.) Submit this information to the Procurement Officer listed on page one of this document.**
- 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 be submitted either on the forms provided in this solicitation or their substantial equivalent. 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 an 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 in a clearly identified separate section of the Offer 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



PINAL COUNTY
wide open opportunity

Uniform Instructions RFP PC-121518 Commissary Services

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

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.

- 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 or Review of Qualifications. All exceptions that are contained in the Offer may negatively affect the County's proposal evaluation based on the minimum requirements 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 solicitation due date and time. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer. Solicitation Addendums are posted on the Pinal County website at the following address: <http://pinalcountyaz.gov/Departments/Finance/Pages/BidsProposals.aspx> . **It is the responsibility of the Responder to periodically check this website for any Solicitation Addenda.**
- 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 in the space provided on the Offer and Acceptance 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 Scope of Services;
- 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.



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- 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 County may, at its sole discretion require evidence of compliance during the evaluation process. Should the County request evidence of compliance, the Responder shall have five 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 County 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 Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified on page one of this solicitation. Offer should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Responder and solicitation number. The County may open envelopes or containers to identify contents if the envelope or container is not clearly identified. Responder shall submit one original as well as the amount of copies stated on the solicitation cover page. Responders may provide an electronic copy of the proposal and/or supplemental materials as a supplemental copy, but not in lieu of physical copies unless otherwise specified in the Scope of Services.
- 4.2 Solicitation Due Date. The exact due date and time that offers are due as stated on the solicitation cover page.
- 4.3 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Solicitation 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 Lobbying Prohibited. Responders are hereby advised that lobbying is not permitted with any County personnel or members of the Board of Supervisors related to or involved with this Solicitation until the recommendation for award has been posted in the Procurement Office.



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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 Solicitation 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 Solicitation 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 solicitation due date. A protest of a proposed award or of an award shall be filed within ten days after contract award. A protest shall include:
- 7.1.1 The name, address and telephone number of the protester;
 - 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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**Uniform Instructions
RFP PC-121518
Commissary Services**

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END OF UNIFORM INSTRUCTIONS



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Scope of Services RFP PC-121518 Commissary Services

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Scope of Services RFP PC-121518 Commissary Services

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Finance Department
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2 INTRODUCTION & BACKGROUND

2.1 Introduction. Pinal County covers 5,386 square miles of south central Arizona. It is located between Maricopa and Pima Counties, and is approximately 50 miles from Downtown Phoenix, and Downtown Tucson. In 2010 the County's population was estimated to be 345,000.

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. Currently Pinal County has a three-member Board of Supervisors with a Board-Manager form of government. Effective January 1, 2013, Pinal County will implement a five-member Board of Supervisors with a Board-Manager form of government.

2.2 Background. The Pinal County Sheriff's Office (PCSO) provides commissary services to inmates at the Adult Detention Center (PCSO-ADC) located in Florence, Arizona. The purpose of this solicitation is to ensure the acquisition of a commissary Contractor to facilitate inmate commissary ordering, commissary order data, and commissary delivery on a weekly basis for the average daily inmate population of approximately 1,100 (based on the last 12 months of data). The average yearly sales are approximately \$590,000. These are commissionable sales and do not include non-commissionable items. The primary purpose of a commissary system is to provide and deliver items to inmates, which are mutually agreed upon between the Contractor and the County. The purpose of a large variety of commissary items is to make available needed and desired legitimate items in order to reduce the quantity and contraband entering the facility. **NOTE: PCSO-ADC NOR PINAL COUNTY SHALL NOT BEAR ANY RESPONSIBILITY FOR ANY COSTS ASSOCIATED WITH COMMISSARY SERVICES.**

3 GENERAL REQUIREMENTS

3.1 The Contractor must install, operate, maintain, and service the commissary program and equipment for PCSO. Inmate commissary orders will be placed on an order form or other type of ordering equipment (i.e. Kiosks) specific to each inmate's security classification, disciplinary restrictions, spending limits, and will be collected by jail personnel and submitted to the commissary Contractor for processing. The commissary Contractor will use their own software and hardware to scan each order, and then electronically send them to the Contractor's warehouse for filling. The software must allow the County to set spending limits and product restrictions for individuals and groups of inmates based on classification status, housing location, and/or disciplinary restrictions. The software must record each transaction, document a record for each order, detail a comprehensive order history for each inmate, provide statistical data regarding items sold, including profits, and immediately export that data to the JMS (Jail Management System) which is Spillman Sentryx, TouchPay, and Securus. Weekly orders will be filled off site and delivered to PCSO-ADC by the Contractor. Orders should arrive bagged and sealed with individual double copy invoice receipts inside the bag. PCSO-ADC personnel will then distribute the completed orders to inmates. A signed copy of the invoice receipt, verifying delivery, will be returned to the Contractor. Items shall be available for purchase by both male and female inmates, including but not limited to personal hygiene products, writing materials, games, snacks, candies, and other food items, a limited clothing selection, and ethnic products (i.e. Magic Shave, Bump Free) that protect correctional institution security concerns. **NOTE: The sale of metered, postage paid envelopes will be non-commissioned.**

3.2 The Contractor must be organized for the purpose of providing correctional commissary services and must have five (5) years previous experience with proven effectiveness in administering large scale commissary service programs of similar scope and size of Pinal County, with a minimum of three (3) accounts, one (1) of which must be in the state of Arizona.

3.3 The Contractor must provide a list of at least three (3) nationwide accounts of similar size and scope.

3.4 The Contractor must have security measures in place in their warehouse to prevent the introduction of contraband (i.e. receiving, packaging and shipping areas under video surveillance).

3.5 The county reserves the right to determine the final retail selling prices to the inmates. No items may be added, deleted or have a change in brands, packaging, or sizes without mutual written agreement between PCSO-ADC and the Contractor. The Contractor must maintain sufficient inventory levels to limit shortages and must ensure a 99% fill rate for all products unless an agreed upon written notice of shortage along with the reason for the shortage is given. All reasonable attempts must be made for temporary replacement of acceptable items of comparable or equal value. Products must be "corrections friendly" and, where possible, wrapped in clear packaging. All containers must be made of unbreakable materials and no



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Scope of Services RFP PC-121518 Commissary Services

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

consumable products shall contain alcohol. Food items shall be wrapped or packaged and freshness dated for individual consumption. No offered product will be spoiled or be sold later than the indicated "sell by" date.

- 3.6 A list of products currently provided to the inmate population through the current Contractor of commissary services is provided on Response Form 3 Commissary Items RFP PC-121518 Commissary Services. The awarded Contractor's products must meet or exceed existing grades and quality of commissary products currently being provided. PCSO-ADC has the right to approve the grade and quality of each product. The Contractor must submit a suggested menu of products and services with suggested selling prices, (excluding applicable sales taxes). The prices shall be "market prices" generally charged for the commodities included in the contract, when sold with a similar level of service in this general area. **NOTE: PCSO-ADC prefers the exact same brand names as currently provided and requires the quality and portion size to be the same.**
- 3.7 The Contractor must furnish all personnel, supplies, hardware, and software required to operate the commissary at PCSO-ADC as required by the County except direct delivery to the inmates. Software and hardware upgrades must be provided by the Contractor at no cost to the County. The County would prefer that the software be written and owned by the Contractor. Contractor must offer training and 24-hour support of all provided software and hardware. The delivery schedule and maximum weekly purchase level must be mutually agreed upon in writing between the Contractor and the County and may be subject to change with mutually agreed upon written notice from either party. Commissary order and delivery will be offered to all inmates at least once each week, at no cost to the County.
- 3.8 The Contractor will assume all costs for telephone service, faxing, copying, and other office expenses associated with the Commissary system. Commissary orders will be entered into the system by Contractor's staff, will be processed (filled and bagged) by Contractor's staff, and will be delivered in sealed, clear plastic bags with two (2) copies of the order receipt sealed within the bag. The receipts will contain, at a minimum, the inmate's name, cell location, identification number, date, the items and quantity ordered, and the order total. The receipt will have a line showing sales tax and the balance of the inmate account after the order processing. The receipt should clearly note any ordered items rejected due to lack of funds, out of stock, or any other reasonable explanation to limit discrepancies at the time of delivery. The receipt must have a signature line or area for the inmate to acknowledge receipt of the commissary bag. The Vendor will deliver completed orders to PCSO-ADC for distribution by PCSO-ADC personnel on a schedule mutually agreed upon in writing by PCSO-ADC and the Contractor.
- 3.9 The Contractor must provide a method of handling damages and credits efficiently. A credit is issued when an inmate is released prior to receiving the order. The Contractor will provide procedures for dealing with inmate complaints about products and/or services and minimizing the potential for inmate litigation must be included in those procedures.
- 3.10 The Contractor must provide packages of basic need items to those inmates who are "indigent" as designated by the County. These packages shall be provided at a minimum cost to the County to be mutually agreed upon in writing and will include basic hygiene items and a small amount of writing materials. The Contractor will provide and maintain a one month supply of basic needs items to be housed at PCSO-ADC in advance of its need.
- 3.11 The Contractor must provide a current Driver's License and provide the social security number for the Contractor's representative that will be servicing this account so that PCSO may perform a criminal history and background check. (Provide this information in a separate document so that it may be redacted and does not become part of the public record for this solicitation.) **NOTE: This requirement stands for the life of the contract.** The Contractor will assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by PCSO. Access clearance may be withheld or withdrawn at any time from Contractor's personnel for reasonable cause. **NOTE: PCSO maintains ultimate authority on all security-related issues.** The Contractor must have a representative in attendance at a minimum quarterly meeting conducted with PCSO to discuss proposed changes in products, pricing, and any other issues that may arise. Any changes mutually agreed to in writing during the quarterly meeting must be implemented within 60 days of the agreed upon changes.
- 3.12 The Contractor must provide detailed information about how their banking system operates in conjunction with the commissary services. The Contractor's commissary banking system must provide daily, weekly, monthly, quarterly, and yearly sales and inventory figures for PCSO use. The system must interface with the County's current JMS (Jail Management System) to assist the financial system in tracking inmate funds for each separate booking, as well as provide an overall history of all commissary and financial transactions. The current JMS system is Spillman Sentryx and TouchPay. The banking software must have an inmate account module, a GL (General Ledger) module, a bank reconciliation module, be customizable to PCSO's needs, and integrate with Spillman Sentryx and TouchPay.



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Scope of Services RFP PC-121518 Commissary Services

Pinal County
Finance Department
31 N. Pinal St.
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- 3.13 The Contractor will submit an invoice to the PCSO Finance Division on a weekly basis that will detail and total the sales for the previous week. Upon reconciling that amount with the County's accounting clerk, a check will be issued by the PCSO Finance Division to the Contractor from the Inmate Trust Account.
- 3.14 The Contractor's commissary banking system must provide a method of handling sales tax at the current rate whereby tax can be collected on taxable items and forwarded to the appropriate taxing entity, and be capable of modifying future tax-rate changes. Collection of local sales taxes will be the responsibility of the Contractor. The Contractor will file monthly or quarterly sales tax forms and a copy sent to the PCSO Finance Division. Gross receipts shall be construed as all monies received from the sales of commissary merchandise, products, and/or services, less any refunds, allowances, credits, or adjustments for returns, defective or unsatisfactory merchandise or products and applicable sales taxes. Net sales are defined as gross sales minus sales tax and metered, postage paid envelope revenue. **Proposals must include the guaranteed percentage of profit sharing the Contractor is willing to commit to based on gross sales of products to inmates.** Commission rates proposed and accepted based on awarded contract shall be valid for at least the first year of the awarded contract. Any subsequent commission rate changes must be requested in writing at least 60 days prior to the requested date of change and be accompanied with justification, and accepted by the County in writing prior to implementation.
- 3.15 Data provided to PCSO shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. The Contractor must allow for both scheduled and unannounced audits. The Contractor's commissary system shall provide for a series of reports specified by PCSO, including but not limited to, detailed weekly invoices. Ad hoc reporting capability shall be available on all fields to permit user-customized reports.
- 3.16 The Contractor must provide any additional commissary services not identified herein at a mutually agreed upon in writing rate for said services. The Contractor must keep full and accurate records of sales and orders in connection with the commissary services. A copy of these records must be supplied to the PCSO Finance Division on a monthly basis on the first working day of the subsequent month or a date mutually agreed upon in writing between PCSO and the Contractor. In addition, all such records shall be available for auditing by the County at any time during regular working hours.
- 3.17 The Contractor must provide a detailed plan for a smooth transition to their services and technology, including any training necessary for PCSO Personnel. All training and subsequent services must be free to the County for the life of the contract unless mutually agreed to in writing between PCSO and the Contractor. The Contractor must include the other Contractors in their training plan and be able to integrate with each one. The current phone provider is Securus and phone time will be purchased through commissary orders. The current JMS system is Spillman Syntyx and TouchPay which provides debit release cards, cash handling, and bail payments through their own kiosks located at the PCSO-ADC intake and lobby.

END OF SCOPE OF SERVICES



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Special Terms and Conditions RFP PC-121518 Commissary Services

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SPECIAL TERMS AND CONDITIONS

1. Contract Term:
The term of any resultant contract will commence on the date of award and will continue for three years unless canceled, terminated, or extended as otherwise provided herein.
2. Contract Type (Firm):
Firm fixed price, indefinite quantity.
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 renew for two one-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.
4. Price Adjustment (Annual):
The County may review a fully documented request for a price increase only after the contract has been in effect for one year. 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 Contractor shall submit a request for a price increase at least thirty days prior to the contract extension.

The Contractor may offer the County a price reduction at any time during the contract period.

The price increase adjustment, if approved, will be effective upon the date of the contract extension. Price reductions will become effective upon acceptance by the County.

5. Eligible Agencies (Cooperative Usage):
This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others.
6. 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.
7. Insurance Requirements:
Contractor 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 Contractor, 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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor 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



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Florence, AZ 85132

- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: **"The County of Pinal shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

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

3. Workers' 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 Pinal.

4. Professional Errors and Omissions

- a. Coverage: \$1,000,000 per claim
\$2,000,000 annual Aggregate

b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include the following provisions:

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

END OF SPECIAL TERMS AND CONDITIONS



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Uniform Terms and Conditions RFP PC-121518 Commissary Services

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Florence, AZ 85132

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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



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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 Scope of Services;
 - 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 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



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Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
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Florence, AZ 85132

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 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



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

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 action 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.
- 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. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.17 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

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 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



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

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, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the Count) and all other types of claims 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



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

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.

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.



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

- 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 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



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Uniform Terms and Conditions RFP PC-121518 Commissary Services

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

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 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.



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RFP PC-121518
Commissary Services**

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31 N. Pinal St.
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Florence, AZ 85132

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.

END OF UNIFORM TERMS AND CONDITIONS



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**Addendum
Acknowledgement and
W-9 Form
RFP PC-121518
Commissary Services**

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Florence, AZ 85132

ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five (5) days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date:

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

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

Firm

Authorized Signature and Date



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**Addendum
Acknowledgement and
W-9 Form
RFP PC-121518
Commissary Services**

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W-9 FORM

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



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**Responders
 Checklist
 RFP PC-121518
 Commissary Services**

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RESPONDERS CHECKLIST

	Yes/No
Did you sign your Offer sheet?	
Did you acknowledge all addendums, if any?	
Did you complete all required Response Forms?	
Did you include your W-9 Form?	
Did you include any necessary attachments?	
Is the outside of your submittal marked with the Solicitation #, Due Date and Time?	
Did you include one original and the required number of copies?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) if requested?	



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OFFER AND ACCEPTANCE RFP PC-121518 COMMISSARY SERVICES

OFFER AND ACCEPTANCE FORM

TO PINAL COUNTY:

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

Authorized Signature	Title
Printed Name	Date
Company Name	Telephone
Address	City, State, Zip

For clarification of this offer, contact:

Name: _____ **Phone:** _____ **E-Mail:** _____

ACCEPTANCE OF OFFER
(For Pinal County Use Only)

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

The contract is for: Commissary Services PC-121518

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

Awarded this _____ day of _____ 2013.

Name (Print)	Title	Signature
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Approved as to form:

Pinal County Attorney's Office



P I N A L • C O U N T Y
wide open opportunity

OFFER AND ACCEPTANCE RFP PC-121518 COMMISSARY SERVICES

OFFER AND ACCEPTANCE FORM – Page 2

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

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

Firm

Authorized Signature and Date

END OF SOLICITATION RFP PC-121518 COMMISSARY SERVICES