



NOTICE AND REQUEST

FOR PROPOSALS

RFP #: B-08-23-CO42

Food Services for Adult Jail Inmates

and

Juvenile Detention Residents

Santa Cruz County, Arizona

RFP Issue Date: **May 2, 2023**

Proposal Due Date: **June 14, 2023**

PUBLISHED: NOGALES INTERNATIONAL

DATE(S): **May 5, 2023; May 9, 2023**

PROPOSAL TITLE: FOOD SERVICE Request for Proposal ("RFP") # B-08-23-CO42

PROPOSAL DUE DATE: June 14, 2023

1.0 **GENERAL AND BACKGROUND INFORMATION**

Santa Cruz County, Arizona is situated in the southern part of the State. The County seat and the County Jail are located in the City of Nogales, which borders the city of Nogales Sonora, Mexico. Nogales is Arizona's largest international border town. The current population of the County is approximately 43,000. There is approximately 1,238 square miles in Santa Cruz County.

The Board of Supervisors is the governing body of Santa Cruz County. Its duties, by state law, are both legislative and executive. The Board is responsible for the overall management of the County government operations. The Board appoints a County Manager, responsible for the day-to-day operation of the County. All purchases and sales of county property, construction of county facilities, awards of bids for services and supplies and the appointments of all county personnel are duties that fall within the responsibility of the Board of Supervisors.

In accordance with State of Arizona statutes, A.R.S. 48-4001 the Board of Supervisors with approval of the voters, created the Santa Cruz County Jail District. The Jail District is a tax-levying district that may acquire, construct, operate, maintain, and finance county jails and jail systems. The Board of Supervisors serves as the Board of Directors.

Santa Cruz County is requesting proposals from vendors interested and willing to provide food services for the inmates and authorized staff in the new County Jail/Juvenile Facility (under construction) (collectively the "Facility"). The Contractor shall be responsible for all procurement, preparation, serving, clearing and cleaning associated with food services at the Facility when opened.

The Santa Cruz County Adult Detention Center was constructed in 2010 and presently has a population of approximately 100 adult inmates plus approximately 20 juveniles. The Facility houses a combination of County inmates as well as state and federal detainees. The Facility is designed to house males and females although the vast majority is expected to be adult males.

The Facility has a full service kitchen facility in the adult Jail section. The Contractor shall utilize this kitchen to prepare meals for the adult jail population as well for juveniles who will be housed in an adjacent Juvenile Facility. Juvenile meals and all related support items shall be delivered by food transportation carts as required. The Contractor shall also supervise inmate workers assigned to the kitchen if such inmates are available to serve in the kitchen.

If any bidder believes there may be a requirement(s) of this RFP that is unnecessarily burdensome and would have a materially adverse affect on price, bidder may disclose such requirement(s) and its price affect on its bid form.

The contract shall be negotiated and entered into by the County, through its Jail District Board of Directors and the Sheriff.

2.0 **PROPOSAL PROCESS SCHEDULE**

May 2, 2023 Issue Request for Proposal

May 23, 2023 RFP Questions Due by 3:00 p.m. Arizona Time

June 14, 2023 Proposal Responses Due by 3:00 p.m

June 20, 2023 or July Staff/Consultant award recommendation to Jail District Board of Directors

3.0 **PROPOSAL INSTRUCTIONS**

3.1 ISSUING OFFICE

This RFP is issued by Santa Cruz County.

3.2 CLARIFICATION

Any clarification required for understanding of the RFP objectives, complaints about RFP specifications or County procedures, including comments on any specifications claimed by a vendor to limit competition, or questions about requirements shall be submitted in writing by email to the county's consultant utilizing the contact information below. Answers to all questions shall be provided to all interested parties in the form of an Addendum to this RFP. All questions, complaints, protests or comments must be submitted in writing by email and received by April 23, 2010, 3:00 p.m. Arizona Time. If in the County's opinion, additional information or interpretation is necessary; such information shall be supplied in the form of a written Addendum that shall be delivered to all individuals, firms and corporations having expressed an interest in the RFP. Such Addenda shall have the same binding effect as contained in the main body of the RFP. Oral instructions or information concerning the specifications or the project given out by County employees or agents to prospective bidders shall not bind Santa Cruz County unless confirmed by written Addendum. Santa Cruz County shall issue all Addenda not later than ten (10) days prior to proposal deadline.

Submit questions by email to:

Commander John Marquez
Santa Cruz County Sheriff's Office Adult Detention Center
JMarquez@santacruzcountyz.gov
(520)377-5207

Appeal of any decisions by the County or Sheriff's Office relating to questions, complaints or comments which is adverse to the Contractor shall be made by delivering a written appeal within five (5) days of the decision to the Clerk of the Board of Supervisors, Attention: Alma Schultz, Santa Cruz County, 2150 N. Congress, Room 119, Nogales, Arizona. Written appeals shall include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law and the relief requested.

The County may also issue addenda to modify the proposal documents as deemed advisable.

3.3 RESPONSE DATE

To be considered, proposals must be received on or before 3:00 p.m. Arizona Time, May 14, 2010, Nogales, Arizona. Contractors mailing proposals should allow appropriate mail delivery time to ensure

timely receipt of their proposals. Submittal closing and proposal opening times are synonymous. Any proposals received after this time shall be considered late and, consequently, disqualified. Proposals shall be delivered to:

Clerk of the Board of Supervisors
Attention: Alma Schultz
2150 N. Congress Dr., Room 119
Nogales, Arizona 85621
520-375-7812

3.4 TERMS OF CONTRACT

It is the County's preference for the initial term of the contract to be from the signing of a definitive contract to a period ending one (1) year from the commencement of services at the Facility. The County shall have the option to extend the contract for four (4) additional one (1) year periods upon such terms and conditions as are agreed to between the parties. The Sheriff's Office or the County shall advise the Contractor no later than four months prior to the expiration of the initial term of its intent to extend the contract or request new proposals to operate food services. If the County's preferred time frame for the initial contract term is not acceptable, please clearly state in your response what alternate time frame is being proposed and provide an explanation of why the alternate time frame is being proposed.

3.4.1 Delegation, Subcontracts and Assignment of Contract. Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County that will be attached to the original contract.

- a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
- b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
- c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
- d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
- e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

3.5 FORMAT

Each proposer shall submit a minimum of 6 bound copies of their proposal document, including one copy clearly marked as the original, to the Clerk of the Board of Supervisors, Attention: Alma Schultz, Santa Cruz County, 2150 N. Congress, Room 119, Nogales, Arizona. Proposals shall be received no later than 3:00 p.m. Arizona Time, **June 14, 2023**. Any proposal received after the time stipulated shall not be considered, but shall be rejected or returned to the bidder.

3.5.1 The data submitted shall be in the same order as this RFP. A table of contents should be included indicating page numbers, attachments and appendices.

3.5.2 All proposals shall be typed.

3.5.3 All supporting documentation shall be pertinent and clearly identified as to the section of the RFP to which it specifically refers.

3.5.4 Each proposal must be signed in by the Contractor's authorized representative with his/her usual signature. Proposals by partnerships must sign with the partnership name by one of the partners, followed by the signature of the signing partner. If a corporation, the name of the corporation, the registered agent, name of the state of incorporation, date of Incorporation, and the signature of the present, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An e-mail address for distribution of any addenda, notice of intent to award and other information by the County must be included under the signature(s). The proposal must remain valid for at least ninety (90) days from the date of submittal.

3.5.5 Proposals shall be sealed, marked as follows and delivered as required.

NAME OF CONTRACTOR

PROPOSAL FOR:

Food Service Operation for Santa Cruz County Adult Jail and Juvenile Center.

Due. Date: **June 14 2023**, 3:00 p.m. Arizona Time

3.5.6 **Proposals Received After The Designated Time And Date Shall Be Returned Unopened.**

3.5.7 No oral, telephonic or telegraphic proposals or modifications will be considered,

3.6 ACCEPTANCE OF PROPOSAL CONTENT.

The contents of the proposal submitted may become contractual obligations; if an award and contract ensues. Failure of successful contractor to accept such obligation may result in cancellation of award.

3.7 REJECTION OF PROPOSALS. The County may reject any proposal not in compliance with all procedures and requirements, and may reject, for good cause, any or all proposals if it is in the public interest to do so.

3.8 CLARIFICATION OF PROPOSAL. The County may require a contractor(s) to clarify the proposal submitted where to do so will insure a thorough and mutual understanding of the proposal. The Issuing Office will schedule such meetings if they become necessary.

3.9 BASIS OF AWARD. Each Contractor shall submit, as a part of its proposal complete specifications and detailed descriptions of the services and items it proposes to supply under the Contract. The County's decision to award the contract shall be based upon qualifications of the Contractor and the service operations plan(s) most advantageous to the County (operational methods, management services, cost and other pertinent information).

3.10 PROPOSAL WITHDRAWAL. Any Contractor may withdraw its proposal by written request at any time prior to the time set for opening. No proposal may be withdrawn or modified after the time set for

the contractor price bids to be opened unless award of the contract has been delayed for a period exceeding ninety (90) days.

3.11 PAST PRACTICES. The Contractor shall not base its proposal on any past practices that are not clearly defined/described within the RFP.

3.12 RIGHT TO CHANGE RFP. The County reserves the right to change the terms and conditions of the RFP prior to award of a contract. The County will notify potential Contractors of all changes.

3.13 NOTICE OF AWARD. Within sixty (60) days after the Notice of Award, the successful Contractor shall enter into a formal contract(s). This request for proposal and the Contractor's response shall become a part of the final contract(s).

3.14 MANDATORY COMPLIANCE. The Contractor shall agree to comply with all statutes, ordinances and regulations and requirements of federal, state and local governing bodies applicable to the management/operations of this food services contract. This Includes obtaining and paying for all applicable licenses.

3.15 EXCEPTIONS. Exceptions or variations to the RFP shall be noted by the Contractor and shall be clearly specified in the response.

3.16 PUBLICITY. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage or verbal announcement, will be only with the specific approval of the Sheriff's Office or Santa Cruz County.

3.17 AUTHORITY OF CONTRACTOR REPRESENTATIVES. Contractor shall designate one or more Contractor representatives who shall be the person(s) with whom the County will deal in finalizing any agreement. This person(s) must have the full authority to bind Contractor with respect to all issues. This person, or persons, must attend all meetings with the County regarding the preparation and finalization of any agreement.

3.18 PRE-CONTRACT COSTS. Santa Cruz County is not liable for any costs incurred by the prospective contractors prior to issuance of any agreement or contract.

4.0 **CONTRACTOR INFORMATION REQUIREMENTS**

4.1 HEADQUARTERS' OFFICE

4.1.1 Location: Give complete Address and Phone Number.

4.1.2 Services Available: Describe types of services provided by the Contractor.

4.1.3 Financial and other considerations

- a. Form of Ownership
- b. Credit Rating
- c. Financial Statements for past 3 years
- d. Federal Employer ID Number

- e. "Certificate of good Standing" for Arizona corporations and "Certificate of Status" issued by an official of the state for non-Arizona corporations.
- f. Identify any and all contracts terminated; the reasons for the termination and the name and contact at the former contracting agency.

4.1.4 Management

- a. Background of top management: Education and experience
- b. References: List five (5) current accounts and contracts of similar size and/or population (include at least one juvenile facility if available), include contact person, and telephone numbers.

4.1.5 Organizational Structure

- a. Area of activity: Geographic locations. Specific list of customers deemed similar to Santa Cruz County and facilities in which the Contractor operates that are ACA accredited.
- b. Total number of operations: Number of units and annual meals served.
- c. Structure of national supervision
- d. Span of control: Levels of management.

4.1.6 Operating Procedures

- a. Provide a sample of Standard Operating Procedures
- b. Purchasing: How is purchasing handled? Are local vendors expected to be utilized? In what capacity?
- c. Accounting: Is the accounting system computerized? Describe.
- d. Provide billing procedure. Monthly?
- e. Communications: How often are local operations visited by support staff, i.e., Regional Vice President, District Manager, Registered Dietitian, etc.? What is the nature of support and supervision of local operator/manager?

4.1.7 Personnel Relations

- a. Fringe benefits: Describe in general terms the fringe benefits programs offered and cost
- b. Wages: What is your wage scale philosophy?

4.2 RECYLCED GOODS

The Contractor will describe its expected policy on recycling.

4.3 PROPOSED SANTA CRUZ COUNTY OPERATION.

4.3.1 Management: Staff background of general and unit managers, experience, etc. Include resumes.

4.4 CERTIFICATE OF NONDISCRIMINATION. Contractor shall provide a certificate of nondiscrimination in obtaining required subcontractors and employees in compliance with State and Federal Law.

5.0 **RESPONSIBILITIES OF THE COUNTY**

5.1 The County will not guarantee an uninterrupted supply of water, electricity, gas, heat, air conditioning or phone service. The Sheriff's Office will, however, be diligent in restoring service following an interruption.

5.2 The Sheriff will attempt to make available adequate inmate labor to assist in the preparation, cooking, service, processing, cleaning, transportation of trays to and from pods and the juvenile site, etc. The Contractor will have the right of refusal of individual Inmate workers upon statement of reasonable cause. Proposals shall specify the number of Inmate workers required by the proposal and specify the tasks to be performed by the inmate workers.

5.3 The Sheriff cannot guarantee the continuity of such inmate labor service (i.e. inmate strikes, etc.) or the availability of adequate number of inmates. The Contractor may have to call upon outside services for periods to assist in processing in the event of emergencies or extraordinary circumstances or hire additional staff if required. The Pricing Sheet (Exhibit A) shall have a section for the Contractor to price its services assuming there is no inmate labor available.

5.4 The County will provide, at its own expense, all utilities necessary for the performance of food service operations. The County will provide one master phone for local calls only, without charge to the Contractor. Long distance calls shall be at the expense of the Contractor. The Contractor shall be responsible for any additional phone service that may be required. As a safety and security measure, this telephone will be subject to monitoring by corrections staff.

5.5 The County will provide adequate office space for the Contractor in the kitchen area.

5.5.1 Office furniture for the office shall be provided by the Contractor.

5.5.2 The Contractor shall be responsible for providing their own office equipment such as computers, printers, and FAX machines.

5.6 Staff lockers may be installed by the Contractor in the kitchen area. The County reserves the right of inspection of lockers as reasonably required.

5.7 Janitorial service will be provided by assigned inmate workers (if available) under the supervision of Contractor personnel.

5.8 The administration and management of this contract for Santa Cruz County is the direct responsibility of the Sheriff's Office. No adjustment in the level of service, rate of per meal compensation or any other matters concerning the terms of the contract may be made without the express written consent of the County.

6.0 RESPONSIBILITIES OF CONTRACTOR DAILY MEAL PRODUCTION REQUIREMENT

6.1 The Contractor shall be responsible for providing three (3) meals per day for all inmates confined to the Facility. In addition, an approximate total number of 40 staff meals per day for the jail and juvenile detention facility.

6.2. PURCHASING

6.2.1 Specifications. The Contractor shall provide, within its proposal, the minimum purchasing specifications to be used in the purchase of all food products, flatware, and service ware. The specifications provided should address the level of quality, grade, size, pack, count, and all other relevant information. The Sheriff's Office will approve the purchase of flatware and service ware. The Sheriff's Office will approve, in writing, any changes from the stated specifications.

6.2.2 Surplus Food Usage. The Contractor shall provide for the utilization of federally supplied commodities, when available, that shall be strictly accounted for and used only for the benefit of the Sheriff food services operation to the maximum extent possible. The liability for the proper use and accountability for those commodities shall be the responsibility of the Contractor. The County will be reimbursed for 95% of the fair market value of each commodity received as stated on the state invoice of government-donated commodities.

6.2.3 Receiving. The Contractor shall be responsible for receiving all goods at the kitchen receiving area. The Contractor shall be responsible for supplying personnel for the receiving, unloading, searching all goods for contraband, and storage of food and related supplies. At the Facility, there is a secured holding area that supplies can be deposited, The correctional staff will train the Contractor's staff on proper search procedures. Delivering persons are not permitted inside the secure areas of the adult facility. The Contractor must schedule qualified personnel to be available within the time frame of 6:30 a.m. to 10:00 a.m. on each weekday for deliveries. The Contractor should notify its vendors that 6:30 a.m. to 10:00 a.m. Monday through Friday is the primary time when the Contractor's suppliers will have access to the delivery area. It shall be to the Contractor's benefit to schedule vendor deliveries as close to each other as possible.

6.2.4 Security. Due to security concerns, the Sheriff's Office requests that the Contractor attempt to schedule the same individual(s) to receive supplier deliveries. No other Contractor personnel should be in this area other than for supervision or trash disposal purposes. No Contractor personnel and/or visitors are to use the loading area as an ingress/egress point to the buildings except to make deliveries at the Facility.

a. Vendors shall not be permitted to use the loading area, or any point other than the main entrance, to access the kitchen.

b. The Contractor shall be liable for any damage caused to the facilities or equipment through careless handling.

6.2.5 Storage. The Contractor shall provide for the correct handling, prompt storage and rotation/issue of food items purchased for use. Products that have been frozen in excess of one year and/or are past the manufacturers/processors established or implied pull/freshness expiration date may not be served.

All food products shall be stamped as to when they were received and stored on a first-in-first-out (FIFO) rotation basis.

6.2.6 Inventory. The Contractor shall conduct physical inventories of all food and supply items for the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting. The Contractor shall be responsible for providing all necessary food items, materials, equipment and supplies. The Contractor shall maintain an inventory of food and supplies on site at all times, which shall be reviewed by the Contract Monitor on a weekly basis. The Contractor shall have a minimum of 10 days food supply on site corresponding to the menu cycle for the given period.

6.2.7 Leftover and Overproduced Food. Leftover food is defined as that food prepared and remaining on a serving line following the meal. This food may not be retained and served at a later date. This process encourages batch food preparation, portioning and serving. Overproduced food is that food which has been prepared but not yet been placed on the serving line or distributed to serving areas. This food may be held at the preparation site for a maximum of 72 hours or stored frozen for a later meal.

Overproduced food that is frozen to be used for a later meal shall be held at 0 degrees Fahrenheit or colder and may be retained for one month. Overproduced food shall be properly handled in accordance with HACCP standards, the most current food codes recognized by the State of Arizona, and all local, county and federal standards relating to food service in the State of Arizona. Potentially hazardous leftovers and overproduced foods suspected of contamination shall be discarded immediately.

6.3 MENUS

6.3.1 Meals. The Contractor shall supply the Facility adults and juveniles three (3) meals per day, seven (7) days per week, reflecting the 28-day menu cycle submitted in this RFP. A minimum of two (2) hot meals shall be served daily in accordance with the standards referenced in this RFP. A hot meal dinner meal shall consist of at least two (2) hot items (note -a casserole/extended entree is considered 1 menu item), such as a hot entree and vegetable/starch in addition to the other menu items constituting a nutritionally balanced meal. A hot breakfast or lunch meal can contain one (1) hot item to be considered a hot meal, excluding the beverage and bread items such as toast/ warm tortillas rolls, biscuits or cornbread.

6.3.2 Menu Planning Standards. Adult and juvenile menus shall be planned in accordance with the ACA and NCCHC Standards for Adult and Juvenile Detention, ICE Detention Standards, Arizona Detention Association/Arizona Sheriff's Association Minimum Jail Standards and all other applicable state and federal food service regulations.

IN ADDITION: Juvenile Menu Requirements: Juvenile menus and after school snacks shall meet or exceed the minimum meal pattern requirements for the Traditional Menu Planning system of the USDA Guidelines for Child Nutrition -National School Lunch Program/School Breakfast Program(NSLP/SBP) and After School Programs for Grades 7-12. The juvenile menus and after school snacks shall be planned in accordance with the Menu Planner for Healthy School Meals and other requirements of the USDA Child Nutrition Program. Current Juvenile snacks consist of a piece of fruit with milk or juice, a peanut butter sandwich with milk or juice, cookies with milk, crackers with cheese and milk or juice, or nuts with milk or juice. A 10-day Juvenile snack menu shall be submitted with the RFP.

The Contractor shall complete and maintain necessary documentation for compliance with Child Nutrition -National School Lunch Program/School Breakfast Program (NSLP/SBP) applications and participate as requested by the County.

6.3.3 Late Meals. It may be necessary for the Contractor to provide for inmate workers, those in holding/receiving or other valid requests after normal meal times. The known number of meals necessary shall be called in with the evening meal count. The contractor shall have ample food prepared for those in holding/receiving where late meals will be prepared in microwavable containers so that the heating process will not spoil foods.

6.3.4 Ethnic Variety. Menus shall consider the ethnic diversity and be planned to include an ethnic variety, reflective of the inmate population.

6.3.5 Menu Changes/Substitutions. Documentation of all menus as served is required. Any menu changes required by Contractor shall meet equal quality, quantity and nutritional value as the original menu item. A Menu Substitution Log shall be maintained detailing all full or partial menu substitutions and the reason(s) for having to make them. Temporary or permanent changes in the planned menu shall be noted in writing on the master menu and the substitution log and/or corrected menu along with the reasons for making the changes filed with the Detention Division Commander no less than weekly. A registered dietitian shall certify all substitutions and changes as being nutritionally comparable within one month of service, an excessive number of full or partial temporary substitutions will be considered as a negative in the Contractor's annual performance review.

6.3.6 Menu Documentation. Documentation of menus as they are actually served shall be maintained as verification of providing nutritionally adequate diet. The Contractor shall submit such documentation weekly to the Sheriff's Office. Appropriate menus for adults and juveniles shall be posted in the Jail Facility and Juvenile Facility respectively and in the kitchen.

6.3.7 Medical and Therapeutic Diets. Medical and therapeutic diets shall be available upon medical authorization. All diet orders shall be furnished to the food service department in writing on a standardized form by the second meal following the order of the diet. These diets shall be prepared and served to inmates according to the written diet orders of the attending physician, nurse practitioner or dentist, or other authorized health authority. A verbal request for a diet is acceptable for the first diet meal upon the order of the diet.

A Standardized medical/therapeutic diet program shall be coordinated between the Contractor's registered dietitian and the medical director or other responsible health authority. Specific diets corresponding to the twenty-eight (28) day menu cycle and those diets approved for the standardized medical/therapeutic diet program shall be planned in writing by the registered dietitian. These diets shall conform as closely as possible to the food served other inmates. Medically prescribed food snacks such as those for diabetes and pregnancy shall be served upon request at no additional cost. Medically prescribed dietary supplements (such as Sustacal) shall be provided as requested and at a not-to-exceed cost plus percentage basis. Proposers shall include a 1-week sample of medical/therapeutic diets in this proposal along with the Table of Contents or other documentation associated with the Medical Diet Reference/Handbook to be used in the facility. At least three (3) copies of the Medical Diet Reference/Handbook will be in the facilities – one in the food service office and one in each medical department.

6.3.8 Religious Diets: Religious diets must be provided in accordance with guidelines and standards listed in the RFP. They must be approved by the Sheriff's Office and certified by a qualified religious representative. The Contractor must provide samples of all such diets.

6.3.9 Holiday Menus: Holiday menus for certain holidays (such as Christmas and Thanksgiving) must be included in the proposal, with menu items and portion sizes listed. Portions for these meals are generally larger than standard menu portions.

6.3.10 Staff Meals: The Contractor must provide one meal per shift to essential staff at the Facility at no cost to the staff.

6.3.11 Auxiliary Food Service: The Contractor may provide food for County functions, with written authorization from the Sheriff's Office. The cost for such meals will be subject to individual requirements, and arrangements will be priced based on a cost plus a specified not-to-exceed percentage mark-up.

6.3.12 Contingency Meals: The Contractor must provide food service at no additional cost to the County in the event of certain emergencies (such as lockdowns or severe weather). The Contractor must maintain an on-premise inventory sufficient to prepare and serve three days of scheduled meals, and must submit a County-approved contingency plan within 30 days of contract execution.

6.4 NUTRITION REQUIREMENTS

6.4.1 Menu Certification. Menus must be reviewed and certified by a Registered Dietitian as adjusted for age, sex, and activity according to the most current Dietary Guidelines and Dietary Reference Intakes - Recommended Dietary Allowances, Adequate Intakes, and Estimated Average Requirements stated by the National Academy of Sciences Institute of Medicine. All menus must be planned in accordance with certain standards, including the ACA and NCCHC Standards for Adult and Juvenile Detention and ICE Detention Standards, Arizona Detention Association/Arizona Sheriff's Association Minimum Jail Standards and all other applicable state and federal food service regulations and applicable local laws and regulations.

Menus shall be reviewed and approved for nutritional adequacy and compliance with requirements for this RFP semi-annually by a Registered Dietitian (RD) credentialed with both American Dietetic Association (ADA) membership and registration with the Commission on Dietetic Registration (CDR).

A statement of nutritional adequacy from the RD, referencing compliance with nutrition requirements of this RFP shall be included in this RFP, i.e. calories, DRI's, etc. **Any deviations/disclaimers shall be noted as well.**

6.4.2 Nutritional Analysis Summaries. A weekly nutritional analysis summary and overall 4-week nutritional analysis summary shall be included with the menus submitted in this RFP for both the adult and juvenile menus including the reference 'person used as a standard. Nutrients used in analysis shall include the Dietary Reference Intakes (RDA, AE, and EAR nutrients) at a minimum.

The successful bidder/contractor shall provide a daily, item-by-item nutritional analysis of the adult and juvenile menus based on current products and recipes used for these facilities.

In addition, notation for the Juvenile menu shall be in compliance with the National School Lunch Program/School Breakfast Program (NSLP)/(SBP) and After School Program utilizing USDA Traditional Menu Planning system as defined under 6.3.2. and the most current US Dietary Guidelines found at www.usda.gov/dietaryguidelines/dga2005.

The Juvenile NSLP and SBP menus are required to meet or exceed the nutrient standards for grades 7-12 for Calories, Calcium, Iron, Protein, Vitamin A and Vitamin C averaged over the course of a 7-day menu respectively. The Total Fat shall be equal to or less than 30 percent of calories from fat. The Saturated fat shall be less than 10 percent of calories from fat. Refer to A Menu Planner for Healthy School Meals.

6.4.3 Calories

Adult Menus: Minimum daily caloric requirements for adult inmates shall be 2,400 calories with an overall average of 2700 calories. Menus may not exceed 300 mg cholesterol, 10% saturated fat, and 35% total fat per day per weekly average. Attention to sodium content should be noted in menu planning.

Juvenile Menus: Menus for breakfast, lunch, dinner, and snacks shall meet the minimum calories and DRIs for male and female youth and adjusted for their physical activity. Specific National School Lunch and Breakfast requirements shall be as specified in 6.4.2 of this RFP. The Juvenile Facility manager may request additional quantities and types of food during the menu cycle. These requests shall be submitted in written form to the Contractor at least 10-days prior to implementation. These additional items shall be billed separately in that month's Invoice.

6.5 MEAL PLAN REQUIREMENTS

6.5.1 Meat or Meat Alternate Group: This group includes beef, pork, fish, fowl, luncheon meat, eggs or real cheese. Meat alternates, individually or in combination, are encouraged and limited to two times per week. Meat alternates include cooked dried beans, lentils, nuts or nut butter (peanut butter and others). Pork and pork by-products are permitted.

- a. Whole muscle meats shall be served a minimum of two times per week at lunch and/or dinner, not included in a sandwich.
- b. Ground beef may be used in entrees no more than four times in one week. If served four times in one week, the ground beef shall be served at least twice in "solid" form such as meat loaf, Salisbury or other meat patty.
- c. Soy protein/Textured Meat Alternate may be used in a maximum ration of 5% reconstituted TMA to 95% ground meat.
- d. Chicken or turkey shall be served at least three times per week. Ground turkey may be used in casserole entrees.
- e. Fish shall be served at least once per week.

Juvenile Information - For all food groups refer to the USDA Manual, Food Buying Guide for Child Nutrition Programs.

6.5.2 Vegetable and Fruit Group: All vegetables and fruits shall be fresh, frozen or canned.

a. Vitamin A-Rich Food: One-half cup serving of a Vitamin A-rich food shall be served a minimum of three days per week and preferably not on consecutive days. Vitamin A-rich foods include dark leafy greens and deep yellow vegetables and fruits such as carrots, sweet potatoes, apricots, etc.

b. Vitamin C-Rich Food: One-half cup serving of a Vitamin C-rich food shall be served daily. Vitamin C-rich foods include raw or cooked citrus fruits or Juices, tomatoes, melons, berries, - dark leafy vegetables, etc.

Fortified full strength fruit juices may also be served to provide Vitamin C. Fortified full strength juices are defined as "fruit juices that are 100% juice with Vitamin C added." Fruit drinks and aides which mainly consist of sugar and water and may or may not have Vitamin C added are not full strength 100% juice and cannot be used to fulfill the Vitamin C requirement.

Note: If not included in the vegetable and fruit group, the Vitamin C-rich food may be used to fulfill the dessert requirement.

c. The following should be noted:

1. Rice, spaghetti, macaroni and noodles are not vegetables but "bread alternates." Potatoes, sweet potatoes and yams are considered vegetables.

2. Vegetable soup may be used to fulfill one portion of the vegetable requirement if the soup includes one-half cup of vegetables per serving of soup.

6.5.3 Bread or Bread Alternate Group: This group includes enriched or whole grain bread, biscuits, muffins, rolls, sandwich buns, corn bread, tortillas and other breads. Bread alternate may include enriched or whole grain cereals or cereal products such as spaghetti, macaroni, dumplings, rice, pancakes and waffles. The use of whole grains is encouraged.

6.5.4 Margarine.

a. Margarine shall be fortified.

b. Margarine may be utilized in cooking, as a seasoning and as a meal accompaniment only where appropriate.

c. Excess margarine may not be added to the menus to meet caloric requirements where there is not an acceptable food accompaniment.

6.5.5 Milk Group, or its equivalent, shall be served.

a. Milk to drink shall be of liquid, not reconstituted low-fat variety,

b. Dry milk, milk substitutes or milk alternates may not be served as a milk equivalent for drinking but may be used in cooking.

c. Certified raw milk and raw milk cannot be used in any form.

d. All milk should be fortified with Vitamins A & D whether fresh, canned or dried. All skim milk should be fortified with both Vitamin A and D whether fresh, canned or dried.

Juvenile Information: The fluid flavored and/or unflavored milk shall have a variety of fat contents in accordance with the NSLP/SBP requirements.

6.5.6 Condiments: Appropriate condiments and garnishes to accompany the meal, including but not restricted, mustard, ketchup, etc. Other food may be added to the meal to provide the inmates and juveniles an enhanced meal and additional nutrition.

6.5.7 Inmate Meals:

a. For breakfast, the following parameters shall apply:

1. Eggs, as an entree shall be offered no more than three times per week.
2. Pancakes, waffles, French toast shall be served no more than three times per week.
3. Breakfast meats should be limited to twice per week.
4. Cereal should be served daily.
5. Coffee shall not be served, as it is available through the commissary.
6. Appropriate condiments, such as sugar and syrup shall be served.

6.5.8 The following items shall be considered in all menu planning, food selection and meal preparation:

- a. Ethnic, cultural and/or regional dietary requirements or preferences of staff and inmates shall be reflected in menus. A minimum of seven (7) ethnic menu items/combinations, i.e. beans/rice, refried beans, tortillas, burritos, tacos, enchiladas, quesadillas, etc. shall be served weekly including a minimum of three (3) ethnic meals served menus each week.
- b. The food items within the meat, vegetable/fruit and dessert groups shall be varied within the week and not repeated on the same days of the consecutive weeks.
- c. Aesthetic values, i.e. variety of foods and food preparation methods, color combinations, textures, sizes and shapes, taste and appearance.
- d. Food preparation methods shall include baking, broiling and boiling in preference to those methods that add extra fats and oils such as frying. Spices, herbs and garnishes shall be used to enhance the taste and improve eye appeal of the meal. Pepper may be used in cooking. The use of salt in cooking should be limited.
- e. Contractor shall be willing to make any changes in the menus requested by the Sheriff's Office to conform to the meal requirements, as long as the changes made are within the cost restraints of the contract.

6.5.9 Portioning:

- a. All food portion sizes shall be listed on menus as the cooked/as served weight and/or volume eat portions in casserole or combination dishes, or breaded items shall be listed. A minimum of 2 oz cooked meat/equivalent is required in the casserole or combination dishes. All patty items shall contain a minimum of 3 oz cooked meat with/or without breading.

- b. The Contractor shall provide eight ounces of fresh milk a minimum of seven (7) times per week for the adult menus. Low Fat/Reduced Fat Milk shall be provided at each meal for the juvenile menus.
- c. A minimum of five (5) ½ c servings of fruits and vegetables shall be served daily and a minimum daily variety of four (4) different fruits and vegetables. Items Identified as fruits and vegetables shall be those identified in the USDA Food Buying Guide.
- d. Four (4) ounces of 100% vitamin fortified fruit juice (not fruit drink) shall be served a minimum of three (3) times a week at breakfast.
- e. To avoid excessive fat calories, portions for margarine, salad dressing, and mayonnaise condiments shall be limited to a maximum of ½ oz and shall be used only when appropriate, i.e. do not serve margarine on a meal where there is nothing on which to use it.
- f. In all facilities, condiments such as ketchup, mustard, mayo salad dressing, taco sauce, and Picante sauce shall be in portion-controlled packages. Salad Dressing may be portioned directly on salads. Sandwich meals and cultural meals shall include appropriate condiments such as mustard, catsup, tartar sauce, taco sauce, and Picante sauce. Condiment packages may not come into direct contact with unpackaged food items.
- g. SALT AND PEPPER PACKETS SHALL NOT BE PERMITTED FOR INMATE AND JUVENILE MEALS. Pepper may be used in cooking.
- h. If milk is not served as a beverage, 8 oz Fortified beverage shall be served at those meals with a minimum fortification of Vitamin C and Calcium.
- i. Child Nutrition requirements for the juvenile menus supersede all of the requirements listed in this section when greater.

6.6 DISPOSABLE/EXPENDABLE

The Contractor shall furnish all paper, plastic, sacks, Styrofoam clamshell containers, paper, towels, and hand soap for the kitchens and other expendable items used in the operation. Hairnets, beard nets, and plastic gloves for use by inmate foodservice workers and contractor's staff shall be provided by the contractor. The Sheriff's Office reserves the right to request that samples of all or certain specified disposables be submitted prior to utilization by the Contractor.

6.6.1 The Contractor shall furnish eating utensils with meals for staff at both adult and juvenile facilities.

6.7 QUALITY ASSURANCE

The Contractor shall implement and maintain a comprehensive quality assurance program addressing, but not limited to, the purchase, delivery, storage, and preparation of food at the adult jail as well as facility/equipment sanitation and staff food handling practices. All such records shall be filed in an orderly, chronological fashion to permit easy access and audit by the Sheriff or staff designee.

Juvenile Information: The Contractor shall submit their required HACCP plan for review by the Arizona Department of Education, Child Nutrition Programs upon request.

All food purchased for use under this contract shall meet the following specifications or those standards as defined in this RFP, i.e. ACA, NCCHC, ICE, NSLP/SBP, and US Dietary Guidelines.

- a. Beef, veal, pork, and lamb shall be of at least USDA Good. The maximum fat and/or soy content of all ground meat products to be used cannot be in excess of 25 and 5 percent, respectively. No organ meats are permitted in ground meat products.
- b. Poultry - U.S.D.A. Grade A. Chicken quarters or leg and thigh pieces shall provide a minimum of 3 oz cooked meat without skin and bone. No organ meats are permitted in ground meat products.
- c. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine when it is a commodity item, while maintaining compliance with the saturated fat and cholesterol) Low-fat/Reduced-fat milk fortified with Vitamins A and D shall be served as a beverage. Dry/powdered milk may be used in cooking/baking. Milk Substitutes and/or alternatives may not meet the milk requirements.
- d. Eggs - Shall be at least U.S.D.A. Grade A-Medium.
- e. Fish and Seafood - Fresh or frozen shall be a nationally distributed brand, packed under continuous government inspection.
- f. Canned Fruits and Vegetables - U.S.D.A. Grade B or better. For tomatoes used as a cooking ingredient, Grade B.
- g. Fresh Produce shall be at least USDA No. 2. Some minimum counts are as follows: Apples 113, Oranges 113, Bananas 3-4 (petite), Pears 90-100. The contractor may serve comparable portions of other popular fresh fruits.
- h. Frozen Fruits and Vegetables - shall be at least U.S.D.A. Grade B.
- i. Bakery products - As long as they are within their "sell-by" dates, day-old breads may be purchased but shall be used within 48 hours or frozen until the time of use (seven-day maximum hold). The Contractor may not purchase distressed food items OR DENTED CANS.
- j. "Second market" items may be purchased and used with insurance of no diminished product quality from the vendor.

6.8 FOOD DELIVERY AND SERVICE

The movement of food/dirty dish carts and personnel within the facility shall adhere to the rigid security guidelines established and periodically changed by the Sheriff's Office.

6.8.1 Deliver Preparation - Meals are to be served on thermal service trays provided by the Contractor. The Contractor, with the assistance of inmate workers, shall load the trays into carts provided for that purpose. Beverages shall be placed into large, insulated containers, also provided by the Contractor, to be later portioned into serving pitchers or individual cups for placement in the housing units by corrections deputies. Meals shall not be portioned onto the trays until immediately prior to the delivery to insure the food shall maintain a proper serving temperature until the time it is delivered to the

inmates. It shall be the responsibility of the Contractor to insure the correct number of trays, cups and flatware are sent with the delivery carts.

6.8.2 Foods shall arrive to the staff and inmates at safe temperatures at the adult jail and Juvenile detention center: Hot food at 140 degrees Fahrenheit or above, cold food at 40 degrees Fahrenheit or below or in accordance with the state and local recognized food code. All hot food items held and served at no less than 140 degrees F. and no higher than 180 degrees F.

6.8.3 Cart Return: All flatware, inmate trays, service trays and refuse shall be returned to the kitchen on the carts used to deliver same. Extra-unconsumed food on trays (i.e. not served to inmates) is to be returned to the kitchen for accounting and disposal. No unused food may be used for a future meal. The corrections deputies shall be responsible for physically counting all trays, cups and flatware returned by the inmates.

6.8.4 The Contractor shall assume full fiscal responsibility for any damage incurred in the adult jail due to its employees' negligent handling of carts and related equipment. The Contractor is also responsible for cleaning up all spills in kitchen areas created as a result of tray cart delivery and return.

6.9 EQUIPMENT AND FACILITIES:

The Contractor shall take all reasonable and prudent measures necessary to assure the Sheriff that its equipment is being properly used and maintained. The Contractor shall have direct responsibility for the care of all equipment in the kitchen. The Contractor shall assume full fiscal responsibility for any damage incurred due to its employees' negligent handling of fixtures, furniture and equipment.

6.9.1 Preventative. Maintenance & Equipment Repairs: The Contractor shall Implement and regularly provide, at its expense, preventative maintenance and repair contracts on all equipment under its direct control (fire extinguishers/systems excepted). Such contracts can be provided by the Contractor itself, or by reputable companies generally known to have such expertise.

6.9.2 The Contractor is to keep a separate record on maintenance and repairs for each piece of equipment and to provide a written report and relevant documentation at least quarterly as to what preventative maintenance/repairs have been performed on each piece of equipment. No less than an annual report of all preventative maintenance and repair work performed shall be sent to the Corrections Detention Division Commander within 120 days of the end of each fiscal year.

6.9.3 It is the Contractor's responsibility to properly maintain and repair all equipment.

6.9.4 Cooking Related Ventilation Systems: The Contractor shall assume responsibility for the proper maintenance and steam cleaning of the Facility hood ventilation and stack systems a minimum of twice annually at the Contractor's expense.

6.9.5 County Maintenance Assistance: Although the Contractor is responsible for the maintaining and repair of kitchen equipment, the Contractor may, upon request, utilize Sheriff maintenance personnel for minor electrical and equipment repairs. The decision to assist with a repair or not rests solely with the Sheriff's Office.

6.9.6 The Contractor shall be expected to inform the Detention Division Commander, in writing, immediately of any equipment problems or deliberate mistreatment of the same by an inmate worker, Contractor employee, or corrections staff member.

6.10 INVENTORY PROCEDURES

The Contractor and County shall jointly inventory at least semi-annually all capital equipment and County owned service ware under the Contractor's direct control. As part of this Inventory, a general assessment as to the condition and expected useful life of each item shall be made. The Contractor shall be liable for the replacement cost for all unaccounted items. All replacement supplies shall be the property of the County.

6.10.1 A separate list of all Contractor and/or vendor supplied equipment shall be maintained and submitted to the Detention Division Commander annually.

6.10.2 The Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

6.10.3 Prior to the actual start-up of the food service; the Contractor and the County shall conduct a complete Inventory of non-food supplies as well as a statement as to the condition of said equipment. The documents showing the results of this inventory shall be kept on file with the Sheriff's Office with copies retained by the Contractor.

6.11 SMALLWARES

Smallwares: The Contractor shall, at its expense, purchase and maintain at 125% of the Average Daily Population (ADP) and replace all smallwares such as knives, spatulas, ladles, spoons, whips and related cooking utensils, as well as stainless steel coffee pots in accordance with Sheriff approved par stock levels. Service ware such as insulated trays, cups, permanent flatware, delivery carts, insulated bulk food carriers, straps, and related items are considered smallwares. Additionally, the Contractor shall provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of Santa Cruz County.

6.11.1 The Contractor is also required to maintain an adequate number of smallwares for use in the Staff Dining Room to include plates (small and large), bowls, cups, knives, forks, and spoons.

6.12 JANITORIAL

6.12.1 Garbage: The Contractor shall make a due diligent effort to properly process/breakdown all recyclable materials and remove them to the designated bins. Where a complimentary pick-up service and appropriate containers are available, the Contractor is to make a due diligent effort to separate food garbage for the purpose of being used for compost. The Contractor shall remove all other trash to the assigned compactors/dumpster locations a minimum of twice a day. The Contractor shall ensure that recyclables and garbage are removed whenever any trash containers are full and at the end of the workday.

6.12.2 Cleaning: The Contractor shall be responsible for all day-to-day, as well as periodic, major-cleaning of the entire kitchen area assigned to the Contractor including refrigerators, freezers, storerooms, wash areas, kitchen restrooms, office and receiving areas. Sheriff personnel or Sheriff

contracted personnel shall not be assigned any work in kitchens/food service areas assigned to the Contractor. Inmate labor may be used for cleaning.

6.12.3 Sanitation: The Contractor shall be responsible for on-going sanitation and cleanliness in the staff dining room in the Facility. The cleaning process shall include wiping down the tables and counters, removal of dirty dishes, re-supply of condiments, cleaning of the soda machines, refrigerator and microwave and other similar tasks.

6.12.4 General Janitorial and Personal Sanitation Supplies: The Contractor is to supply all cleaning equipment and approved chemicals as well as hand soap, paper towels and toilet tissue for all staff and Inmate restrooms and hand washing sinks in the kitchen.

6.12.5 Extermination: The Contractor shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin and other unsanitary vectors in kitchen area only. All reports of unsanitary conditions and records of extermination treatments shall be forward to the Detention Division Commander.

6.12.6 Energy Conservation: When the kitchen facilities are not in use or when food preparation is at a minimum, the Contractor shall assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor shall be responsible for turning off all non-essential equipment when the area is not in use.

6.13 PERSONNEL AND SUPERVISION

6.13.1 Selection and Hiring. All personnel being considered for hire by the Contractor shall complete the Santa Cruz County Sheriff's Statement of Personal History. This requirement includes all equipment repair and maintenance personnel retained by the Contractor. The processing will take no more than three to five business days. The guidelines now in force for non-county personnel having access to the Facility are non-essential persons such as contractors, inspectors and contracted maintenance, shall be required to have a criminal history and driver's license check before entry is allowed into the facility. The Sheriff's Office reserves the right to refuse admittance to any current employee without cause. If a contract employee is refused clearance for assignment to the facility, the Contractor will be informed of the reason for such refusal. All employees shall submit to a pre-employment drug test administered pursuant to contractor's drug testing policy that shall conform with the Sheriff's Office policy.

6.13.2 Security Clearances: The Sheriff's Office reserves the right to pull Contractor management third-party repair and staff security clearances without notice for any reason at any time. The Contractor shall notify the Sheriff's Office immediately in the event a contractor employee is arrested or the contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

6.13.3 Notification of Transfer/Removal: The Sheriff's Office requires that it be notified prior to the transfer/removal of any general and site manager and to Interview/approve any replacement. The Sheriff reserves the right to reject any manager candidates without cause.

6.13.4 Refuse admittance: The Sheriff's Office reserves the right to refuse admittance to any current employee without cause. If a contract employee is refused clearance for assignment to the facility, the

Contractor will be informed of the reason for such refusal. All employees shall submit to a preemployment drug test administered pursuant to contractor's drug testing policy.

6.13.5 Employee Retention. Exiting Contractors, if a new contractor is selected, shall provide the Sheriff with a list of employees' names, classifications, work location and phone numbers, for all current employees who shall be laid off as part of this Contract termination/expiration. The Incoming Contractor shall interview and consider for employment, these employees prior to recruiting from the general public to fill any vacancies related to meeting the service requirements of this contract.

6.13.6 Benefits: The Bidding Contractor shall submit copies, as discussed herein, of employee benefit plans, dental, holidays and vacation schedules. Wage rates for all levels of staff shall also be included in the proposal in Exhibit A.

6.13.7 Manager: The bidding Contractor shall provide job descriptions and resumes for the individual(s) who shall be considered for the Contractor's position of Food Service Manager. It is requested that this individual have previous experience with corrections food services. An interview with any proposed manager shall be required prior to the award of the contract.

6.13.8 Maintain Food Service Manager: The Contractor shall include with its proposal a statement showing its commitment to maintain the same food service manager proposed and approved during the RFP process.

6.13.9 Food Service Manager Approval: The Food Service Manager shall be approved by the Sheriff's Office. If there is a change in the food service manager during the life of the contract, a resume and Interview shall be required. The County and Sheriff's Office shall be notified prior to the transfer/removal of any manager and to approve the replacement. The Sheriff's Office reserves the right to reject any managerial candidates without cause.

6.13.10 Training: Management and staff personnel shall not be trained at the Facility for work at non-Santa Cruz County facilities without the express written permission of the Sheriff's Office.

6.13.11 Compliance with Rules and Regulations: The Contractor and its employees assigned to the Facility shall be expected to comply with all Sheriff's Office rules of conduct and dress concerning normal day-to-day operations. The Contractor Is required to brief each of its managers and staff employees no less than annually on general and site-specific security regulations and recommended best practices. Furthermore, the Contractor is to notify each of its employees no less than annually in writing that failure to follow the specified procedures shall result in their security clearance being immediately revoked.

6.13.12 Staffing: The Contractor shall staff Its operations with the optimum number (no fewer than proposed) of employees at all times for the efficient operation of the facility, The Sheriff's Office will approve any subsequent reductions in the total number of hours proposed In writing.

6.13.13 Employee's Uniform. Contractor employees, including management, shall be properly attired in a standard, easy-to-recognize uniform. The Contractor's employees shall be clean and neat at all times and easily discernible from the inmates and inmate workers. The. use of perfume and wearing of jewelry (with the exception of wedding rings) should be actively discouraged. Hair restraints (hats or nets) and

plastic gloves (when handling food) shall be supplied to and worn by all food service employees and inmate workers in the kitchen.

6.13.14 Employee Removal. The Sheriff's Office may revoke a security clearance or require the Contractor to immediately transfer any of the Contractor's employees from the facility for any reason sufficient to the Sheriff's Office. Any and all such transfers shall be made in the name of the Contractor and therefore the Contractor shall assume the responsibility for such action.

6.13.15 Notification: The Contractor shall notify the Sheriff's Office in writing whenever any management and staff employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for returning to the Sheriff's Office any employee's security identification badge, keys and/or electronic entry device within 24 hours of the employee's final shift.

6.13.16 Employee and Inmate Relationships: The Contractor shall ascertain and immediately notify the Sheriff's Office in writing if any employee is related to, has or initiates an ongoing personal relationship with any person confined or previously confined as an inmate in any Sheriff's Office operated jail facilities. It is the Contractor's responsibility to require its employees to immediately alert the Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.

6.14 FACILITY SECURITY

6.14.1 Successful bidder shall furnish to the Sheriff's Office a list of names work in the facility. The list shall be forwarded to the Sheriff's Office commencing work.

6.14.2 The list of names shall include:

- a. First name, middle name, last name
- b. Date of birth
- c. Current residential address
- d. Driver's license number e. Social security number of employees who are to one (1) month prior to commencing work.

6.14.3 Prior security clearance shall be mandatory before any employee will be allowed to enter the jail facility to work.

6.14.4 When a new employee is assigned to this jail, the name and pertinent information shall be forwarded to the Sheriff's Office as soon as possible for addition to the list.

6.14.5 Admittance to the facility shall be denied to any contract employee whose previous criminal activities would compromise the security of the facility.

6.14.6 Decisions regarding contract employee status made by the Sheriff's Office are final and not subject to arbitration.

6.14.7 Metal Detector: All Contractor employees may be subject to pass through a metal detector upon entering and leaving the building. In addition, all persons and their belongings shall be subject to search upon entry and exit. No cigarettes or prescription medicines shall be permitted beyond the metal

detector. Contractor's employees are subject to search at any time they are within the secured areas of the building.

6.14.8 Identification Badges: All Contractor employees shall wear the Sheriff's Office supplied identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building. In addition, the Sheriff's Office reserves the right to deny access to employees who fail to wear/bring their identification badge.

6.14.9 Locked Doors: The Contractor and its employees shall be responsible for keeping closed and locked all internal doors in assigned work areas. The Contractor and its employees shall adhere to all security restrictions imposed at the Facility.

6.14.10 Ingress/Egress: All contractor employees shall report for work by entering the building via the employee's entrance.

6.14.11 Search: All Contractor employees shall be subject to a search of their person and their belongings. Contractor's employees are subject to search at any time they are within the security perimeter of the facility.

6.14.12 Maintenance Vendors: Maintenance vendors shall be required to enter the building through the proper security channels. There will be no exceptions.

6.14.13 Emergency Authority: In an emergency situation, the corrections staff will take supervisory precedent over the Contractor's management and staff.

6.14.14 Inmate Worker: Inmate workers shall not be allowed outside of the security perimeter of the building unless they are under the direct supervision of Sheriff security personnel. Inmate workers will not be allowed to supervise the activities of other inmate workers.

6.14.15 Contract employees will be advised of the possibility that a hostage-taking incident could occur at any time.

6.14.16 No alcoholic beverages, drugs or food items shall be brought into the facility, nor shall anyone under the influence of alcoholic beverages or drugs be allowed inside,

6.14.17 In the event of any disturbance inside the jail, the contract employee shall immediately follow the orders of the corrections officers on duty.

6.14.18 In the event of a dispute involving the facility staff and the contract employees regarding work location, security measures, etc., the shift sergeant will have the final decision.

6.14.19 Sharp Equipment Inventory: The Contractor shall implement a check-out/check-in log procedure for sharp utensils. Such logs shall clearly show the item signed out, by whom, its intended location (i.e. workspace), time returned and logged in by whom. The Contractor shall provide and utilize locked shadow boards for the secure storage and quick inventory of knives, meat forks, and other sharp or pointed utensils. Items such as knives shall be tethered and secured onto a table leg, etc. in areas where inmates are working at the Facility. In the Facility, all sharp instruments shall be accounted for prior to an inmate kitchen work crew shift change. The Sheriff's Office reserves the right to enter the kitchen

and inventory all such items at its discretion. Any missing items shall be reported to the shift supervisor or person in charge immediately, then to the Corrections Lieutenant.

6.14.20 Compliance with Rules and Regulations: The Contractor and its employees assigned to the Facility shall be expected to comply with the Facility policy and procedures concerning normal day-to-day operations.

6.14.21 Whenever Inmate workers are present in the kitchen area, the Contractor shall have a minimum of one person actively (physically present in the kitchen as opposed to the office, storeroom, or receiving area) engaged in the supervision of inmate workers.

6.15 CONTRACT MONITORING

6.15.1 The contract will be monitored through a number of means, including Site Reviews. County or Sheriff staff or its authorized representatives may conduct on-site visits to review contractor compliance with the contract. Site reviews are not usually scheduled with the contractor.

6.15.2 Contract Services Meetings: Sheriff staff will schedule regular meetings no less than quarterly to discuss services and to resolve any operational problems with appropriate Contractor site, district and corporate level management and staff.

6.15.3 Performance Measures and Reports: Sheriff staff will review and, in some instances, produce reports detailing the performance of contract programs. The majority of the data to be collected and reviewed has been specified within this RFP. Additional data, if required, will be determined during contract negotiations. At a minimum, such reports and subsequent performance evaluation will be based on, but not limited to, the following:

Outside expert evaluations to include fire, safety, etc., and the following:

1. Santa Cruz County Human Services Inspection reports
2. Facility inspection/quality audit reports
3. Inmate and Staff Comments, Complaints and Compliments
4. Quality (to include completeness and accuracy) of Contractor required reports
5. Timeliness of Contractor required reports
6. Ability of Contractor to respond to and fix complaints related to food quality, service timeliness, etc.
7. Reports submitted by the Sheriff's Office -Maintenance Services on the condition of Contractor controlled facilities and equipment.
8. Fiscal Compliance: Sheriff's Office fiscal compliance reviews conducted to ensure that financial records, systems, and procedures conform to generally accepted accounting principles and are in compliance with all County and State audit and accounting requirements.
9. The National School Lunch Program periodic administrative and nutrition reviews.

6.15.4 Mandatory Legal and Voluntary ACA Compliance: The Contractor shall agree to comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management/operations of the food service contract. This includes obtaining and paying for all applicable licenses and food handler's cards. Food quality, quantity and service delivery shall be provided in a manner consistent with the guidelines established by the American Corrections Association ("ACA"). To the extent there are any conflicts between the requirements of this RFP and the ACA guidelines, the higher standard or requirement shall be followed.

6.15.5 Penalties for Non and Partial Performance: If after two or more written complaints have been submitted to the Contractor by the Sheriff's Office as specified herein, the Sheriff's Office determines that one or more substantial contract violations continue to occur, the Sheriff's Office will have the right to require the Contractor to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,500 whichever is greater. These credits will continue to be issued "Until such time that all of the aforementioned violations have been corrected to the Sheriff's satisfaction. Those violations considered substantial to the Sheriff's Office include, but are not limited to the following:

- a. The Contractor has failed to prepare all or portions of the meal using the specified recipe, product/ingredient amounts proportionate to the number of persons to be served, improper preparation and/or improper storage techniques and other points directly related to adherence to serving the menu specified.
- b. The Contractor, through improper supervision, has failed to provide the specified portions to the inmates.
- c. The Contractor has failed to adhere to the contractually agreed upon minimum purchase specifications.
- d. The Contractor has willfully refused to utilize Federal Government Surplus Commodities.
- e. The Contractor has, through circumstances within its control, caused all or portions of a meal to become contaminated.
- f. The Contractor has, through circumstances within its control, failed to serve meals within 10 minutes of their scheduled time.
- g. The Contractor has, through circumstances within its control, failed to maintain the kitchen, staff dining rooms, storage equipment and space and all preparation and service utensils in a clean, sanitary manner.
- h. The Contractor has, through circumstances within its control, failed to prevent damage to Sheriff's property, buildings or equipment.
- i. The Contractor has, through circumstances within its control, failed to provide no less than one qualified staff person in the Facility kitchen, storage and service areas to adequately supervise inmate workers.
- j. The Contractor willfully conceals knowledge of an employee's arrest or criminal investigation.

6.16 ESCALATION

6.16.1 The County reserves the right to reject any modifications of the Contract unacceptable to the County. Prices shall be held firm for the first eighteen (18) months of the-Contract.

Note: Price adjustments shall not exceed Arizona's Consumer Price Index (CPI) for the preceding year for the labor and food cost portion of Contract.

6.16.2 The Contractor, at its option, may submit a price-per-meal cost adjustment for the next full County fiscal year by 90 days prior to the beginning of the County's next fiscal year. The Contractor shall be prepared to document and explain the process used to Justify the proposed cost increase based upon the following:

- a. The U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast shall be used to justify the increase in food cost.
- b. U.S. Department of Labor Regional Statistics for labor cost increase in similar job categories shall be used to justify the Increase in labor costs. In addition, increases in tax rates affecting labor cost shall be applied and/or, if applicable, mandated Living Wage consumer price index (CPI) adjustments.
- c. Change in Sheriff's Office-specified menu's points-of-service, additions or levels of service provided.
- d. Verification or substantiation of cost factors through submissions of supplier invoices over-a six-month span.

6.17.0 FINANCIAL

6.17.1 Contractor compensation: The Contractor will be compensated monthly on a per meal/per person basis. On Exhibit A, the Contractor shall show at a minimum the cost for each inmate meal on a per day basis. The Contractor shall also provide a breakdown by meal i.e., breakfast, lunch, and dinner, as well as for special inmate diets.

6.17.2 Compensation-Payment: The Contractor is to submit to the Sheriff's Office by Tuesday of each week a day-by-day statement for the previous week with the number and classification of meals prepared and served to the following:

1. Adult Jail Inmates;
2. Inmates assigned outside the facility (sack lunches);
3. Corrections deputies and authorized support staff;
4. Official guests of the Sheriff's Office;
5. Work Release Meals;
6. Juvenile Detention Meals;
7. Meals prepared on this site for other agencies;

8. Any Extra food items ordered, i.e. extra milk for juveniles.

6.17.3 The County will not pay for unconsumed meals prepared in excess of the meals ordered by the Sheriff's Office or designee.

6.17.4 The Sheriff's Office will approve any meals made for any either agency or company besides the Facility.

6.17.5 In addition to essential security staff, on occasion, other Sheriff's staff and visitors may eat at the Facility. These meals will be paid for by the individual to Contractor at the time the meal is taken. The Contractor shall be prepared to handle these transactions.

6.17.6 Meal Count Reconciliation: The Contractor and the Sheriff's Office will reconcile meal counts weekly. In the event of a dispute regarding meal counts and subsequent charges, the Sheriff's Office will resolve any discrepancy by using the count of the actual number of meals received unless it is exceeded by the number of meals ordered, in which event that number will prevail. In the event of any dispute, the meal count figures of the Sheriff's Office will prevail.

6.17.7 Meals: Individuals designated by the Sheriff's Office shall have the right and authority to inspect the meals prepared by Contractor to determine compliance with the specifications, reject food not meeting the specifications, and withhold payment for meals or portions of meals not meeting the prescribed requirements.

6.17.8 Accounting Cycle: The Contractor shall comply for accounting cycle purposes, with the County's fiscal year of July 1st to June 30th and calendar month periods.

6.17.9 Right to Audit: The Sheriff's Office reserves the right to audit any aspect of the food services system, as performed by the Contractor. The Contractor shall keep accurate and complete records thereof for at least three (3) years from the termination of the contract or until the County audits are complete and exceptions resolved for the funding period covered by the contract. Upon request, contractor shall make available these records to the Sheriff's Office or County Auditor's office.

6.18.0 SANITATION AND SAFETY

6.18.1 Laws and Food service Industry Best Practices: The Contractor shall obey all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations.

6.18.2 Inspections: The Contractor shall be subject to sanitation inspections conducted by County inspectors. The Contractor shall regularly access and adopt, as appropriate, all food service industry best practices that shall enhance and/or improve the Sheriff's Office food service program. The Contractor shall be subject to inspections in the kitchen by authorized personnel from the Sheriff's Office.

6.18.3 Food handlers Cards/Medical Exams: The Contractor shall provide medical examinations as required by law and appropriate records for each employee shall be kept on file with the Corrections Lieutenant. This includes a current food handler's card on file for all of the Contractor's staff and management. All Contractor management and supervisory staff shall successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.

6.18.4 Medical Clearance: The Contractor shall require medical clearance for any employee to return to work after a three (3) day absence for illness.

6.18.5 COVID-19 Infection: The Contractor shall take no punitive action against an employee who misses work due to infection with the COVID-19 virus. Notwithstanding sub-section 6.18.4, no separate medical clearance shall be required for an employee who misses work by isolating/quarantining pursuant to guidelines provided by the Centers for Disease Control for infection with the COVID-19 virus which requires isolation five (5) days after a positive test and fever-free for 24-hours OR, in the event of moderate to severe illness, ten (10) days after onset of symptoms.

6.18.5 Food Samples: The contractor shall save samples of all prepared foods/complete meals (to include sack meals) in a freezer for a period of not less than 72 hours for testing In the event of an outbreak of food poisoning. Samples shall be clearly marked as to the dates and times of preparation, service and storage.

6.18.6 Emergency Situation Reports: The Contractor shall be responsible for immediately notifying the jail shift supervisor of any fires in the kitchen area and of any accidents involving Contractor personnel and inmate workers assigned to food service duties.

6.18.7 Employee Physical Health: The Contractor shall not permit employees or assigned inmate workers with communicable health problems (including open sores) to work. As a precaution, the Contractor shall visually inspect the hands and face of each inmate worker prior to the start of each Inmate worker shift. Any inmates with suspicious symptoms shall be directed to report to the Medical Division and receive written clearance before being permitted to work again.

6.18.8 The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

6.19.0 ENERGY CONSERVATION

6.19.1 When the kitchen is not in use or when food preparation is at a minimum, the Contractor shall assume maximum utility/energy cost conservation by turning down lights, fans, water, ovens, steam equipment, and other energy-consuming items.

6.19.2 The Contractor shall be responsible for turning off all non-essential equipment in the kitchen when the area is not in use.

6.20 ASSIGNMENT

The Contractor's rights and obligations cannot be transferred or subcontracted without the written approval from the County. The County by this Agreement incurs no liability to third persons for payment of any compensation provided to Contractor.

6.21 RIGHTS OF INSPECTION/COMPLAINTS

6.21.1 The facilities operated under contract with the County may be inspected by the Sheriff or his designated representatives for security, sanitation, food standards, quality of food preparation and service, Contractor employee performance, or any other valid reason. After each inspection, the Contractor shall be advised in writing of unsatisfactory conditions for which the Contractor is responsible. The Contractor shall promptly correct such deficiencies and communicate in writing within

five (5) business days the solution to each problem, when it was corrected and what has been done to prevent recurrence of the problem.

6.21.2 All complaints by inmates and staff will be submitted in writing to the Contractor by the Sheriff's Office, Complaints, which are valid within the terms of the County's agreement with the Contractor, will be forwarded in writing to the Contractor management. The Contractor shall have five (5) business days in which to present a written response detailing the solution to the problem.

6.21.3 All fees associated with the inspection of the kitchen shall be paid by the Contractor.

6.22 EMERGENCIES

The Contractor shall include in the proposal contingency plans to provide service in the face of unexpected events, i.e. power failure, fire, riot, lockdown, labor strike, or act of God that would preclude normal expectations.

6.23 AUXILIARY FOOD SERVICES

The Contractor shall be available to provide food for visitors and other related County functions. The Contractor should not proceed with such functions without written authorization from the Sheriff's Office. The costs for such meals, if different from those served the inmates and staff, can be subject to negotiation.

6.24 TRANSITION PLAN The Contractor shall submit, In writing within its proposal, a plan for start up of the Facility Including hiring and training of staff, purchasing, inventory and other factors to assure that there is no operations or security .break In the system during said start-up.

6.25 CONSTITUTIONAL DEBT LIMITATION The Constitutional debt limitation for counties requires any County contract that extends beyond the current fiscal year to be executed subject to future appropriations to fund its provision, and contract documents shall reflect this condition.

7.0 CONTRACT REVISION

The County reserves the right to:

- (a) either increase or decrease food service requirements;
- (b) accept an alternate menu;
- (c) change the Term of the agreement;
- (d) alter the penalty schedule for non and/or partial performance;
- (e) alter the escalation provision relating to price per meal cost adjustments; and
- (f) modify or alter other requirements within this RFP that the County believes is in its best interest within the terms of the contract.

The cost adjustments for any change in services or terms will be negotiated at the time of request.

8.0 YEARLY REVIEWS

The Contractor shall submit, in writing, within thirty (30) days of the end of the quarter, a report of food service activity to include but not be limited to the following:

8.1 Complete accounting of the actual meals served including hot meals, sack lunches, religious and medical diets;

8.2 Detail of all preventative maintenance performed on each piece of equipment including type of service, date and name of the firm who performed the service;

8.3 Detail of all repairs performed on each piece of equipment, including who performed the work and whether or not it was under warranty;

8.4 Copies of all reports and records required to qualify for Federal Surplus Commodities;

8.5 An assessment of the overall program strengths and weaknesses as well as recommendations for improvement of food service, cost control or other areas.

9.0 **NOTIFICATION OF AWARD AND CONTRACT NEGOTIATION PROCESS**

9.1 Evaluation of Bids: Proposals will be evaluated based upon, among other items, the following:

1. Qualifications
2. Operational experience
3. Cost
4. Ability to provide services requested
5. Demonstrated understanding of RFP requirements

10.0 **GENERAL CONTRACT TERMS**

1. Representation of the County: In the performance of the contract, Contractor, its agents and employees shall act in an independent capacity and not as officers, employees or agents of the County.

2. Contractor's Primary Contact: The Contractor will designate an individual to serve as the primary point of contact for the contract. Contractor or its designee must respond to County inquiries regarding the contract within two (2) business days. Contractor shall not change the primary contact without written acknowledgment to the County.

3. Change of Address: Contractor shall notify the County, in writing, of any change in mailing address within ten (10) business days of the change.

4. Non-Transferable or Assignability: The Contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of the County. Any attempt to assign without such prior written consent shall be void.

5. Agreement Amendments: Contractor agrees that any alterations, variations, modifications or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached

to the original Agreement and approved by the required persons.

6. Termination for Convenience: The County, for its convenience, may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' written notice. If such termination is affected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice, the Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to the County and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

7. Attorneys' Fees and Costs: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.

8. Licenses and Permits: Contractor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Contractor shall maintain said licenses and permits in effect for the durations of this Agreement. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

9. Notification Regarding Performance: In the event of a potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Contractor shall notify the County within one (1) working day, in writing and by telephone.

10. Conflict of Interest: Contractor shall make all reasonable efforts to ensure that no Santa Cruz County officer or employee, whose position enable him/her to influence any award of this contract, or any competing offer shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to Contractor or officer, agent or employee of the Contractor.

11. Improper Consideration: Contractor shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment or any items of value to any officer, employee or agent of Santa Cruz County in an attempt to secure favorable treatment regarding this Agreement.

a. The County by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Santa Cruz County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

b. Contractor shall immediately report any attempt by a Santa Cruz County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from Contractor. The report shall be made to the County Health Department or his designee. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

12. Inaccuracies or Misrepresentations: If, in the course of the RFP process or in the administration of a resulting Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

13. Employment of Former Santa Cruz County Officials: The Contractor must provide information on former Santa Cruz County administrative officials who are employed by or represent your business. The information provided must include a list of former Santa Cruz County administrative officials who terminated Santa Cruz County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates the individuals began employment with or representation of your business. For the purpose of this section, a "Santa Cruz County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Manager or member of such officer's staff, a department head or an assistant department head.

14. Invoices: Contractor shall provide the County with invoices for expenditures on a quarterly basis.

15. Release of Information: No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County except where required by law.

16. Cancellation Pursuant to Arizona Revised Statute (A.R.S.) § 38-511: All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes. Santa Cruz County may cancel the contract after execution without penalty or further obligation if any person significantly involved in initiating, negotiating, security, 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.

17. Non-Appropriation: Contractor acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Contractor of

the unavailability and non- appropriation of public funds. It is expressly agreed that Customer shall not active the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

18. Governing Law: The validity, construction, effect, and enforcement of the Contract and the obligations, rights and remedies of the parties there under shall be governed by the laws of the State of Arizona. The venue shall be solely the appropriate state court in Santa Cruz County.

19. Confidentiality: Any other provision of this Agreement notwithstanding, the parties acknowledge that Santa Cruz County is a public institution, and as such is subject to Arizona Public Records Act, A.R.S. § 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the County will notify the other party as soon as possible.

20. Non-Discrimination: The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. This includes all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this Agreement as set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded at https://apps.azsos.gov/public_services/register/2009/46/governor.pdf.)

21. Legal Arizona Workers Act Compliance: To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontracts warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with State and Federal Immigration Laws.

a. The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by Santa Cruz County. Santa Cruz County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

b. The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Santa Cruz County and to cooperate with Santa Cruz County's inspections.

22. Israel Boycott Certification: Agency hereby certifies that it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Agency may result in action by County up to and including termination of this Agreement.

23. No Forced Labor Of Uyghurs Certification: Contractor certifies that it does not currently, and agrees that for the duration of this Agreement that it will not, use:

- a. The forced labor of ethnic Uyghurs in the People’s Republic of China;
- b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China, or
- c. Any Contractor, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

24. Books and Records:

- a. Records of the Contractor’s direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the County and Contractor shall be kept on a generally recognized accounting basis and shall be available for **FIVE (5) YEARS** after Final Acceptance of the Project.
- b. Contractor will retain all records relating to this Contract at least **FIVE (5) YEARS** after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Contractor may, at its option, deliver such records to COUNTY for retention.

25. Right to Monitor and Audit:

In the event the County determines that Contractor’s performance of its duties or other terms of this Agreement are deficient in any matter, the County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification or County, at its option, may terminate this Agreement immediately upon written notice or remedy deficiency and offset the cost thereof from any amounts due Contractor under this Agreement or otherwise.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by District representatives for a period of three (3) years after final payment under the Agreement or until all pending District, Santa Cruz County and State audits are completed, whichever is later.

26. Independent Contractor Status

The Contractor hereby represents and agrees that it is engaged as an independent contractor and not as the agent, employee or servant of the County; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation, and discharge of all persons assisting it in the work; that it shall be solely responsible for wages (including withholding of income taxes and social security), taxes, workers' compensation, compliance with OSHA and all employment related regulations relating to its employees; and that it shall be responsible for its own acts and those of its subordinates, employees and agents during the term of this Agreement.

Contractor shall, and require all subcontractors to, hold 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 Workers' Compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

27. Termination of Contractor

- a. The County will have the right to immediately terminate the contract, without notice, for any reason the Contractor fails to provide the food service required by this agreement in any 24-hour period.
- b. Failure by the Contractor to correct any contract violation within five (5) calendar days after receipt of notice will be cause for immediate termination of the contract.
- c. The County reserves the right to terminate the Contractor upon thirty (30) days written notice for just cause.

11.0 INDEMNIFICATION AND PREFERRED INSURANCE

1. Indemnification: The Contractor shall indemnify, keep, and hold harmless the County, all County agents, officials and employees (collectively, "the County," for purposes of this paragraph) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which are in connection with or related to any act or omission by the Contractor, or those of its employees, representatives, subcontractors and/or agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnity applies. Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.
2. Insurance Requirements: Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain, throughout the Agreement, the

following types of insurance with limits as shown:

- **Workers' Compensation:** A program of Workers' Compensation insurance or a state- approved self-insurance program covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.
 - **Comprehensive General and Automobile Liability Insurance:** This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
 - **Errors and Omission Liability Insurance:** Combined single limits of one million dollars (\$1,000,000.00) for bodily injury and property damage and three million dollars (\$3,000,000.00) in the aggregate; or
 - **Professional Liability:** Professional liability insurance with limits of at least two million dollars (\$2,000,000.00) per claim or occurrence.
3. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Santa Cruz County and their officers, employees, agents and volunteers as additional named insurers with respect to liabilities arising out of the performance of services hereunder.
 4. Certificate of Insurance: Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Contractor shall furnish Santa Cruz County with a Certificate of Insurance, or formal endorsements as required by the contract as issued by Contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Santa Cruz County
2150 N. Congress Drive, #119
Nogales, Arizona 85621
 5. Insurance Review: The above insurance requirements are subject to periodic review by the County. The County is authorized, but not required, to reduce or waive any of the above insurance requirements when a determination is made that any of the above insurance is not available, is unreasonably priced or is not needed to protect the interests of the County.