

**SERIAL 16124 RFP PREPARED MEALS SERVICES FOR HEAD START PROGRAM**

**DATE OF LAST REVISION: June 30, 2016**

**CONTRACT END DATE: June 30, 2017**

**CONTRACT PERIOD THROUGH JUNE 30, 2017**

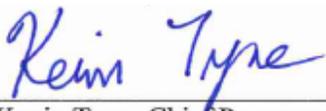
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **PREPARED MEALS SERVICES FOR HEAD START PROGRAM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 30, 2016 (Eff. 07/01/16)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

IG/mm  
Attach

Copy to: Office of Procurement Services  
Virginia Sturgill, Human Services



## CONTRACT PURSUANT TO RFP

SERIAL 16124-RFP

This Contract is entered into this 30<sup>th</sup> day of June, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and AZ School Meals LLC, an Arizona corporation ("Contractor") for the purchase of prepared meals for Maricopa County Head Start programs.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of One (1) year, beginning on the 1<sup>st</sup> day of July, 2016 and ending the 30<sup>th</sup> day of June, 2017.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Total Amount Due
- 3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 3.4 APPLICABLE TAXES:
- 3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 3.5 TAX: (SERVICES)
- No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.
- 3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):
- 3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

**3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, Vendor Information, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

**4.0 AVAILABILITY OF FUNDS:**

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**5.0 DUTIES:**

The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

**6.0 REPORTING REQUIREMENT:**

Contractor shall submit reports as required. MCHSD reserves the right to add, remove, or revise reporting requirements as needed.

6.1 Contractor shall submit the following to MCHSD/CSD:

- 6.1.1 Contractor shall maintain full and accurate records/production worksheets that document:
- 6.1.2 The menus provided to the Program Nutritionist during the term of the Agreement;
- 6.1.3 A listing of all components of each meal; and
- 6.1.4 An itemization of the quantities and portion sizes of each component used to prepare each meal.
- 6.1.5 The Contractor shall provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture ("USDA") Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Contractor shall also maintain and make available to program staff:

- 6.1.5.1 Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served (CN labels are required on all processed food items);
- 6.1.5.2 Cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Contractor, of the meal components and quantities itemized in the meal preparation records;
- 6.1.5.3 Record and maintain an accurate count of the daily number of meals, by meal type, prepared and delivered to each site. Meal count documentation must include the number of meals requested by the by each site.

6.1.6 Reports will be submitted to:

Maricopa County Human Services Department  
Head Start Program Health Services Manager  
234 N. Central Avenue, Suite 3000  
Phoenix, AZ 85004

6.1.7 Submit other reports as required by MCHSD.

6.2 Unless otherwise provided in this contract, reporting shall adhere to the following:

6.2.1 Contractor shall submit an invoice for reimbursement on or before the fifth (5th) working day of the month following the month, or portion thereof, of service delivery or work performance. The Contractor shall submit to the Head Start Accountant an original itemized signed billing statement of the daily meals delivered along with the documentations supporting the bill (e.g., delivery sheet indicating the number of meals ordered, and delivery to each site.)

6.2.2 The Contractor must ensure final fiscal year invoice shall be submitted by the fifth (5th) working day of the month, following the month services delivery was provided to ensure payment is processed on a timely basis.

6.2.3 Failure to submit final program and fiscal reports within the designated time period may result, at the option of the Department, in forfeiture of final payment.

7.0 **CONTRACT COMPLIANCE MONITORING:**

The County will monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by the County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by the County's monitors, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and Contracts.

8.0 **DRUG-FREE WORKPLACE ACT:**

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690). This statute required that contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. This certification is a precondition to receiving a grant or contract.

9.0 **SUSPENSION OR DEBARMENT:**

9.1 The County may, by written notice to the Contractor, immediately terminate this Contract if the County determines that the Contractor had been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the County.

9.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier-Covered Transactions form.

10.0 **TERMS and CONDITIONS:**

10.1 **INDEMNIFICATION:**

10.1.1 The Contractor shall, and shall cause any of its Subcontractors to, indemnify, defend save and hold harmless the State of Arizona and Maricopa County, any jurisdiction or agency issuing any permits for any work arising out of this Contract, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and

against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor and any of its Subcontractors, or any of the directors, officers, agents, or employees of Contractor and any of its Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor or any of its Subcontractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor and any of its Subcontractors from and against any and all claims. It is agreed that the Contractor and any of its Subcontractors will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

10.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

10.1.3 The scope of this indemnification does not extend to the sole negligence of County.

10.2 INSURANCE REQUIREMENTS:

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

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

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

**Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: ***“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- c. Policy shall contain a waiver of subrogation against Maricopa County, the State of Arizona and their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

**Business Automobile Liability**

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

- Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: *“Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.
- b. Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. This paragraph, Business Automobile Liability, shall not be applicable in the event Contractor does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

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

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against Maricopa County and the State of Arizona, their departments, agencies, boards, commissions, and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

10.2.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies, except Worker’s Compensation and Professional Liability insurance, are to contain, or be endorsed to contain, the following provisions:

- a. Maricopa County, the State of Arizona, and their respective departments, agencies, boards, commissions, and their respective officers, officials, agents, and employees and the Contractor shall be additional insureds to the full limits of liability purchased

by the Contractor, even if those limits of liability are in excess of those required by the Contract.

- b. The Contractor's and its subcontractors' insurance coverage shall be primary insurance with respect to all other available sources.
- c. The Contractor's and its subcontractors' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the subcontractors shall not be limited to the liability assumed under the indemnification provisions of their contracts with the Contractor.

10.2.3 **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department 234 N. Central Avenue, Ste. 3000, Phoenix, AZ 85004, and shall be sent by certified mail, return receipt requested.

10.2.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A VII. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirement listed in this Contract. If the Contractor or its Subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the Contract or Contractor's Subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

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

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

All certificates required by this Contract shall be sent directly to Maricopa County Human Services Department, 234 N. Central Avenue, Ste. 3000, Phoenix, AZ 85004. The County's Contract number is to be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

10.2.6 **APPROVAL:** Any modification or variation of these Insurance Requirements under this Contract must have prior approval from Maricopa County Risk Management, whose decision shall be final. Such approval will not require a formal contract amendment, but may be made by administrative action, as indicated in Sections 10.30 (Changes Originated by the Department) and 10.31 (Contractor Changes).

10.2.7 **EXCEPTIONS:** As the other Party to this Contract, the Contractor is not a public entity and shall provide a certificate of insurance or self-insurance to the County. In the event the Contractor's subcontractor(s) is/are a public entity, then the Insurance Requirements may, based upon the sole discretion of the County, not apply. Such subcontractor public entity may, based upon the sole discretion of the County, provide a certificate of self-insurance to the Contractor and may be provided to the County upon request.

10.3 **WARRANTY OF SERVICES:**

10.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

10.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

10.4 **REQUIREMENTS CONTRACT:**

10.4.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

10.4.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

10.4.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

10.5 **BACKGROUND CHECKS:**

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

10.6 **BACKGROUND CHECKS FOR EMPLOYMENT THROUGH CENTRAL REGISTRY:**

If providing direct services to children or vulnerable adults, the following shall apply:

10.6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

- 10.6.2 MCHSD will request ADES to conduct Central Registry Background Checks on behalf of the Contractor. The information contained in the Central Registry will be used as a factor to determine qualifications for positions that provide direct service to juveniles or vulnerable adults as follows:
- 10.6.2.1 Any person, their employees or volunteers who apply for a contract with MCHSD; or
  - 10.6.2.2 All employees of the Contractor; or
  - 10.6.2.3 A subcontractor of the Contractor and the subcontractor's employees; and
  - 10.6.2.4 Prospective employees of the Contractor or its subcontractor at the request of the prospective employer.
- 10.6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 10.6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - 10.6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults under this Contract, persons shall certify on forms provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 10.6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to clients after completion and submittal of the Direct Service Position certification form if the certification states:
- 10.6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
  - 10.6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at: [www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/DDD-1727AFORFF.doc](http://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/DDD-1727AFORFF.doc) - 2015-08-05
  - 10.6.4.3 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 10.6.5 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at <https://www.azdes.gov/opac>.

**10.7 FINGERPRINTING:**

- 10.7.1 Contractor shall comply with, and shall ensure that all Contractor's employees, independent contractor, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting,

fingerprinting clearance cards, certification regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

10.7.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

10.7.3 To the extent A.R.S. §§ 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

10.7.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within (7) seven working days of employment.

10.7.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in the State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

**10.8 SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

**10.9 STOP WORK ORDER:**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

10.9.1 Cancel the stop-work order; or

10.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

10.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing,

accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

**10.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**10.11 TERMINATION FOR DEFAULT:**

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

10.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

10.11.2 Make progress, so as to endanger performance of this contract; or

10.11.3 Perform any of the other provisions of this contract.

10.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

**10.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**10.13 CONTRACTOR LICENSE REQUIREMENT:**

10.13.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

**10.14 SUBCONTRACTING:**

10.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

10.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be

invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

10.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

10.16 ADDITIONS/DELETIONS OF SERVICE:

10.16.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

10.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

10.17 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

10.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

10.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

10.20 NON-DISCRIMINATION:

10.20.1 Contractor shall comply with Executive Order 75-5, as modified by Executive Order 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the American with Disabilities Act. Unless exempt under Federal law the Contractor shall comply with the Title VI of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

10.20.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the American with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

10.21 GOVERNOR'S EXECUTIVE ORDER NO. 88-26:

The Contractor is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

10.22 LOBBYING:

10.22.1 The Contractor certifies to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.22.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, either party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.22.3 The Contractor shall require that the language of Lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

10.22.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10.23 MINIMUM WAGE REQUIREMENTS:

The Contractor agrees and warrants that it shall pay all its employees engaged in performing work or providing services under the terms of this Contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

10.24 POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property or services contributed by the Department or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

10.25 RELIGIOUS ACTIVITY COSTS:

The Contractor agrees that costs, planned or claimed, including costs incurred by any Subcontractor, shall not include any expense for any religious activity.

10.26 AUDIT ACT REQUIREMENTS:

10.26.1 Contractors in receipt of Federal funds through the County by the Department of Health and Human Services (HHS) are subject to specified requirements for non-Federal audits of for-profit (commercial) organizations in HHS Title 45, Code of Federal Regulations (CFR), Part 75.501(h) through (k), "Non-Federal Audits." Per the regulations, a for-profit

(commercial) organization is subject to audit requirements for a non-Federal audit if, during its fiscal year, it expended \$750,000 or more under this Contract. Title 45 CFR Part 75 essentially incorporates the thresholds and deadlines of Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards and provides for-profit organizations with two options regarding the type of audit that will satisfy the audit requirements either:

10.26.2 a financial related audit (as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4) of a particular award in accordance with Government Auditing Standards, in those cases where the recipient receives a Contract award; or, if Contract awards are received under multiple HHS programs, a financial related audit of all HHS awards in accordance with Government Auditing Standards; or

10.26.3 an audit that meets the requirements contained in Title 45 CFR Subpart F.

**10.27 STAFF AND VOLUNTEER TRAINING:**

The Department may make available to the Contractor the opportunity to participate in any applicable training activities conducted by the Department.

**10.28 TECHNICAL ASSISTANCE:**

The Department will provide reasonable technical assistance to the Contractor to assist in complying with State and Federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Contract and all applicable laws, regulations and standards. However, this in no way relieves the Contractor of full responsibility and accountability for its actions and performance in compliance with the terms of this Contract.

**10.29 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse The Department for the services not supported and documented.

**10.30 ALLOCATION OF FUNDING:**

Should additional funds become available during the term of the contract period, the Department reserves the right to allocate these funds and proportionate services in the contractor's agreement. Allocations may be adjusted based on documented client need, census determinations, over, under or non-performance of contract.

**10.31 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

10.31.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

10.31.2 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

10.31.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.31.4 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

10.31.5 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

10.31.6 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

10.32 CHANGES ORIGINATED BY THE DEPARTMENT:

10.32.1 Budget Adjustments: If changes do not result in an increase or reduction of the total contract budget amount and result in **more** than a 10% change in an itemized service budget category subtotal, changes will take place with budget change order sheets executed, approved and signed by both the Department Assistant Director and Contractor agency director.

10.32.2 Changes that result in an increase or decrease in the total contract budget will require a formal contract amendment.

10.32.3 Any dispute or disagreement resulting from written change orders shall constitute a dispute within the meaning of the Disputes section under this Contract and shall be adjusted accordingly.

10.32.4 The Department Assistant Director may, at any time, make changes by written order to the general scope of this contract in any or all of the following areas and methods:

10.30.4.1 Specific program rules, regulations, application procedures: These changes will be communicated in writing to Contractor and Office of Procurement Services

10.30.4.2 Minor work statement revisions: These changes will be communicated in writing to the subcontractor agency directors through written memorandums.

10.30.4.3 Administrative requirements such as reporting criteria: These changes will be communicated in writing to Contractor through written memorandums.

10.33 CONTRACTOR CHANGES:

10.33.1 The Contractor is required to notify the Office of Procurement Services & MCHSD staff, in writing, within fifteen (15) calendar days, of any changes in the following:

10.31.1.1 staff changes

10.31.1.2 agency authorized signatory

10.31.1.3 agency address, phone, fax, email addresses

10.31.1.4 person to whom contract notices should be sent

10.31.1.5 any variation of insurance requirements as indicated in this Contract

10.34 DEPARTMENT DETERMINATIONS:

The Department reserves the right to decrease contractor's budget or scope of services described herein based on any over, under or non-performance resulting from program overview and monitoring by program staff. Such changes will be through a formal Amendment.

10.35 DUNS NUMBER AND SYSTEM FOR AWARD MANAGEMENT REGISTRATION:

Funding for activities under this contract are provided through Federal Health and Human Services. All Contractors that receive federal funding must obtain a Data Universal Numbering System (DUNS) number through <http://fedgov.dnb.com/webform>. Contractor must also be register and remain current with the System for Award Management (SAM) [www.sam.gov](http://www.sam.gov) a database of basic business information for contractors that receive federal funds. All contractors shall provide their DUNS Number with proposal submittal. For additional information regarding SAM visit this website: [https://www.sam.gov/sam/transcript/Quick\\_Guide\\_for\\_Grants\\_Registrations.pdf](https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf)

10.36 COOPERATION IN TRAINING, PLANNING, NEEDS ASSESSMENT, OUTCOME MEASUREMENT INITIATIVES:

The Contractor will be required to cooperate in needs assessments, training required by MCHSD CSD and planning and outcome measurement initiatives.

10.37 EVALUATION:

10.37.1 The County may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

10.38 FEES AND PROGRAM INCOME:

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipient for contract services.

10.39 PAYMENT RECOUPMENT:

The Contractor shall reimburse the County upon demand or the County may deduct from future payments the following:

10.39.1 Any amounts received by the Contractor from the County for contract services which have been inaccurately reported or are found to be unsubstantiated.

10.39.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the County.

10.39.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the Substantial Interest section of these terms and conditions.

10.39.4 Any amounts paid by the County for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments.

10.39.5 Any amounts expended for items or purposes determined unallowable by the County when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section.

10.39.6 Any amounts paid by the County for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.

10.39.7 Any amounts received by the Contractor from the County which are identified as a financial audit exception.

10.39.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling.

10.39.9 Any payments made for services rendered before the contract begin date or after the contract termination date.

10.40 MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISES:

The Contractor shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Contract.

**10.41 EMPLOYMENT DISCLAIMER:**

This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in Contract.

The Contractor agrees that no individual performing under the Contract on behalf of the Contractor is to be considered a County employee, and that no rights of County civil service, County retirement, or County personnel rules shall accrue to such individual. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the County harmless with respect thereto.

**10.42 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

10.42.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

10.42.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 10.64 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**10.43 INFLUENCE:**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

10.43.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

10.44 Contractor EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM Employees OF WHISTLERBLOWER RIGHTS.

10.44.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;

10.44.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.

10.44.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

10.45 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

10.45.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

10.45.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

10.45.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

10.46 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

10.47 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**10.48 PUBLIC RECORDS:**

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

**10.49 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**10.50 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**10.51 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**10.52 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**10.53 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

**10.54 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract:

10.54.1 Exhibit A, Vendor Information & Total Meal Costs Proposal;

10.54.2 Exhibit B, Scope of Work

10.54.3 Exhibit C, References

10.54.4 Exhibit D, Facility Location Chart

10.54.5 Exhibit E, Accounting Certification

10.54.6 Exhibit F, Certification Regarding Debarment

10.54.7 Exhibit G, Lobbying Packet

**NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

Jim A. Lucero  
AUTHORIZED SIGNATURE

Jim Lucero Director of Catering  
PRINTED NAME AND TITLE

1235 S. 48th Street Tempe, AZ 85281  
ADDRESS

6/27/2016  
DATE

**MARICOPA COUNTY**

Kevin P. Tye  
CHIEF PROCUREMENT OFFICER

7/13/16  
DATE

**ATTESTED:**

N/A  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

[Signature]  
DEPUTY COUNTY ATTORNEY

July 8, 2016

**EXHIBIT A**

**VENDOR INFORMATION**

SERIAL 16124  
 NIGP CODE:  
 RESPONDENT'S NAME: AZ SCHOOL MEALS LLC  
 COUNTY VENDOR NUMBER : \_\_\_\_\_  
 ADDRESS: 1235 S. 48<sup>th</sup> St #4  
                   Tempe, AZ 85281  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 480-491-7727  
 FACSIMILE NUMBER: 480-491-7722  
 WEB SITE: www.azschoolmeals.com  
 CONTACT (REPRESENTATIVE): Jill Lucero  
 REPRESENTATIVE'S E-MAIL ADDRESS: jill@azschoolmeals.com

	<u>YES</u>	<u>NO</u>	<u>REB ATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[x]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[ x ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[ ]	[ x ]	_____ %

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.  
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.  
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS            | <input type="checkbox"/> NET 45 DAYS            | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS            | <input type="checkbox"/> NET 60 DAYS            | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS            | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS            | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

**EXHIBIT A-1**

**TOTAL MEALS COST PROPOSAL**

**Pricing**

- Breakfast – \$1.15
- Lunch – \$2.00
- PM Snack – \$1.00

For plastic serving spoons, plastic tongs and foam serving bowls, AZ School Meals will provide these items on an "as-needed/requested" basis. Pricing for these items:

- Serving Spoons - \$20.00 for each case of 72
- Serving Tongs - \$21.00 for each case of 48
- 24 oz Foam Serving Bowls - \$33.00 for each case of 450

**EXHIBIT B  
SCOPE OF WORK**

Hamilton HUD 130 N. Hamilton Chandler AZ	Meal Cost	20 students, full day program, 3 adult meals at lunch
Breakfast	1.15	20
Lunch	2	20
Adult Meal	2	3
Palm Lane HUD 660 S. Palm Ln. Chandler AZ	Meal Cost	20 students, full day program, 3 adult meals at lunch
Breakfast	1.15	20
Lunch	2	20
Adult Meal	2	3
Galveston Elem 661 E. Galveston St. Chandler AZ	Meal Cost	30 students – 15 in the morning for breakfast and lunch, 15 in the afternoon for lunch and snack, 3 adult meals at lunch
Breakfast	1.15	15
Lunch	2	30
Snack	1	15
Adult Meal	2	3
Aguilar Elem 5800 S. Forest Ave. Tempe AZ	Meal Cost	20 students, full day program, 3 adult meals at lunch
Breakfast	1.15	20
Lunch	2	20
Adult Meal	2	3
Thew Elem 2130 E. Howe Ave Tempe AZ	Meal Cost	20 students, full day program, 3 adult meals at lunch
Breakfast	1.15	20
Lunch	2	20
Adult Meal	2	3

Gilb		20 student
Gilbert B/G Club 44 N. Oak St. Gilbert AZ	Meal Cost	20 students, full day program, 3 adult meals
Breakfast	1.15	20
Lunch	2	20
Adult Meal	2	3
Harris Elementary 1820 S. Harris Dr. Mesa AZ	Meal Cost	20 students, full day program, 3 adult meals at lunch
Breakfast	1.15	20
Lunch	2	20
Adult Meal	2	3

**SCOPE OF WORK CONT'**

**CLARIFICATIONS TO QUESTIONS**

Thank you for considering AZ School Meals as a caterer for the Maricopa County Head Start Program.

In response to your questions:

- AZ School Meals do not note a delivery fee or Special Meal Request cost on their spreadsheets. Does that indicate no charge, or charge on a per child basis for the Special Meal Request? If the child needs a gluten free meal or soy milk, would they charge per item?
  - Delivery is included in the fee quoted in our bid. AZ School Meals accommodates children with religious requirements, food allergies or other medical conditions. Soy, almond or lactose free milk can be substituted in those cases at no additional charge. We also offer a vegetarian option at no additional charge. In that spirit, we would like to provide that same accommodation for children who require a gluten free diet. Gluten free ingredients are significantly more expensive than their traditional counterparts so we would like to understand how many children would require gluten free meals.
- Administration Charge not Quoted is this also included in overall price for meals?
  - AZ School Meals does not charge a separate administration fee.
- AZ School Meals didn't list anything for sites to serve– Does that mean they would serve whatever sites we want to assign to them?
  - AZ School Meals is prepared to service all of the headstart sites referenced in Exhibit 6 of the RFP. We would be happy to service any additional locations in the Maricopa County/Greater Phoenix area.
- AZ School Meals does not list an adult price – I remember them saying that adults are the same price as the children but would just like that clarified
  - Adult meals are the same price as the children's meals
- Each site will need an emergency food box which would be an extra cost (This was written into the RFP, but was not a part of the spreadsheet) Can you please submit costs for emergency food box?
  - AZ School Meals will provide a one-day supply of shelf-stable, CACFP compliant food (#10 cans of CN –labeled ravioli, fruit and vegetables for lunch, dry cereal and fruit for breakfast and crackers and fruit for snack, plus shelf stable milk). This will be billed at the regular per-meal rate in the regular billing cycle.
- AZ School Meals do not list an administrative fee, so will that be an added cost? Or including in the pricing?
  - AZ School Meals does not charge a separate administration fee.

DUNS # not provided need info confirming that the request for DUNS has been submitted

**-Borg Holdings' DUNS # is 156597788. Borg Holdings Inc is the parent company of AZ School Meals, LLC.**

**MEAL PATTERN REQUIREMENTS FOR HEAD START CHILDREN**

<b>BREAKFAST</b>		
<b>FOOD COMPONENT</b>	<b>Ages 1-2 (Early Head Start)</b>	<b>Ages 3-5 (Head Start)</b>
1. Milk, fluid	½ cup	¾ cup
2. Vegetable, fruit*, or 100% full-strength juice	¼ cup	½ cup
3. Grains/breads (whole grain or enriched) bread, or biscuits, rolls, muffins, cornbread, or cold dry cereal or cooked cereal, cereal grains or cooked pasta or noodle products	½ slice ½ serving ¼ cup or 1/3 oz. ¼ cup ¼ cup	½ slice ½ serving 1/3 cup or ½ oz. ¼ cup ¼ cup
<b>LUNCH/SUPPER</b>		
1. Milk, fluid	½ cup	¾ cup
2. Vegetable and/or fruit*, or 100 % full strength juice (from 2 or more kinds)	¼ cup	½ cup
3. Grains/breads (whole grain or enriched) Bread or cornbread, biscuits, rolls, muffins or cooked pasta, noodle products or cooked cereal, cereal grains	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup
4. Meat or meat alternates: Lean meat, poultry, or fish or egg or cooked dry beans, peas, lentils*** or peanuts, soy nuts, tree nuts, seeds or peanut butter, other nut or seed butters or yogurt (low or nonfat)** or cheese** an equivalent quantity of any combination of the above meat/meat alternates	1 oz. 1 egg ¼ cup ½ oz.***** 2 Tbsp***** ½ cup or 4 oz. 1 oz.	1½ oz. 1 egg 3/8 cup ¾ oz.***** 3 Tbsp***** ¾ cup or 6 oz. 1½ oz.

**MEAL PATTERN REQUIREMENTS FOR HEAD START CHILDREN (Continued)**

<b>SNACKS</b>		
<b>FOOD COMPONENT</b>	<b>Ages 1-2 (Early Head Start)</b>	<b>Ages 3-5 (Head Start)</b>
<u>Select 2 of these 4 components*****</u>		
1. Milk, fluid*****	½ cup	½ cup
2. Vegetable, fruit* or 100 % full-strength juice *****	½ cup	½ cup
3. Grains/breads (whole grain or enriched) Bread or cornbread, biscuits, rolls, muffins or cold dry cereal or cooked cereal or cereal grains or cooked pasta, noodle products	½ slice ½ serving ¼ cup or 1/3 oz. ¼ cup ¼ cup	½ slice ½ serving 1/3 cup or ½ oz. ¼ cup ¼ cup
4. Meat or meat alternates: Lean meat, poultry or fish or cheese** or eggs or cooked dry beans, peas, lentils*** or peanut butter, other nut or seed butters or peanuts, soy nuts, tree nuts or seeds**** or yogurt	½ oz. ½ oz. ½ egg 1/8 cup 1 Tbsp. ½ oz. ¼ cup	½ oz. ½ oz. ½ egg 1/8 cup 1 Tbsp. ½ oz. ¼ cup

\* If dried raisins or cranberries are served, another fruit or vegetable must be served with them.

\*\* Natural or Processed only.

\*\*\* In the same meal service, dried beans or dried peas may be used as a meat alternate or as a vegetable; however, such use does not satisfy the requirement for both components.

\*\*\*\* No more than 50 percent of the requirement shall be met with nuts, seeds or nut butters. These components shall be combined with another meat/meat alternate to fulfill the requirement. For the purpose of determining combinations, one ounce of nuts or seed is equal to one ounce of cooked lean meat, poultry, or fish.

\*\*\*\*\* Juice may not be served when milk is served as the other component.

\*\*\*\*\* Due to milk already being served at breakfast and lunch, it is recommended that two food items be offered at all snacks, with water as the beverage.

**EXHIBIT C**

**REFERENCES**

**OFFEROR REFERENCES**

- West Side Catholic Charities (Head Start Program)
  - Elizabeth Hernandez – Health and Nutrition Manager
  - 623-486-9868
  - ehernandez@cc-az.org
- Southwest Human Development
  - Jen Lambert – Sr. Program Manager – Early Head Start and Head Start
  - 602-633-8388 (office)
  - 602-266-5976 (main)
- Out of This World Christian Child Care Center
  - JoAnna Montoya - owner
  - 602-272-3780

EXHIBIT D

FACILITY LOCATION CHART

**AGENCY INFORMATION  
&  
FACILITY LOCATION**

Agency Name <b>AZ School Meals LLC</b>	DUNS Number:
Mailing Address <b>service@azschoolmeals.com</b>	
Chief Executive Officer <b>Randall Gusikowski</b>	Email Address of CEO <b>randallg@borghold.com</b>
Contact Person, if different <b>Jill Lucero</b>	Email Address of Contact Person <b>jill@azschoolmeals.com</b>
Contact Phone <b>480 491 7727</b>	Contact Fax <b>480 491 7722</b>

Name of Location if different	Name of Food Prep Manager & Title <b>Jill Lucero Director of Catering</b>
Address: <b>1235 S 48th St #4 Tempe AZ 85281</b>	Hours of availability: <b>M-F 7-3</b>
Phone Number: <b>480 491 7727</b>	

1. Provide a brief description of the Agency to include: Number of years in service, type of business (hotel restaurant, restaurant, intuitional kitchen, etc...). **We are a caterer specializing in CA CFP + NSLP meals. We have been in business since 1995.**
2. Business Location:  
**1235 S 48th St #4 Tempe AZ 85281**
3. Hours of Operation:  
**m-f 6am-3pm**
4. Number of employees and number of kitchen staff:  
**22 employees, 9 kitchen staff**
5. Has Agency ever been awarded a contract paid through City, County, State or Federal funds?  
**yes**
6. If yes to # 5 - Has agency, within the last three years, had audit exceptions or questioned costs arise from audits? If yes, please attach a detailed description including how exceptions/questioned costs were resolved.  
**no**
7. If yes to #5 - Has agency within the last three years defaulted on or had a government contract or grant canceled, suspended or terminated for other than successful completion? If yes attach a detailed description.  
**no**
8. Is agency currently in good standing with the State of Arizona and Maricopa County? , if no, submit a detailed description.  
**yes**
9. Has agency status ever been denied, revoked or suspended? , if yes submit detailed description.  
**no**

**EXHIBIT D**

**FACILITY LOCATION CHART CONT'**

10. Are there any suits, judgments, tax deficiencies, or other claims pending or in process which have occurred against your agency within the last three years? If yes submit detailed description.
11. If Awarded a Contract, does your agency have sufficient funds to meet obligations while awaiting reimbursement from Maricopa County, Human Services Department, Head Start program? *no*
12. Date of last Environmental Health Services Inspection: *yes* Provide copy of inspection report.
13. Provide information on the training employees receive for safe food handling, do all employees have Food Handlers' Certifications? *3/1/16*
14. Does agency have experience in providing food service for pre-school aged children? If yes provide brief description of services previously provided. *yes*
15. Please indicate dates agency will not be open on those holidays marked below (double click on the box to select holiday office will be closed). *yes*

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> New Year's Day | <input type="checkbox"/> MLK Civil Rights Day        | <input type="checkbox"/> Presidents Day         |
| <input checked="" type="checkbox"/> Memorial Day   | <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day   |
| <input type="checkbox"/> Veteran's Day             | <input checked="" type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Day After Thanksgiving |
| <input checked="" type="checkbox"/> Christmas Day  | <input type="checkbox"/> Rosh Hashanah               | <input type="checkbox"/> Yom Kippur             |
| <input type="checkbox"/> Columbus Day              | <input type="checkbox"/> Other List Date             | <input type="checkbox"/> Other List Date        |

**EXHIBIT E**

**ACCOUNTING CERTIFICATION**

**Accounting Certification – Attachment G**

- AZ School Meals is a wholly owned subsidiary of Borg Holdings, Inc, which has an annual review performed by Wittenberg & Wittenberg, CPAs, an external accounting firm. The fiscal year 2014 review report (the most recent year completed) is attached on the following pages.

**EXHIBIT E**

**ACCOUNTING CERTIFICATION CONT'**

**WITTENBERG & WITTENBERG,  
CERTIFIED PUBLIC ACCOUNTANTS, INC.**

**INDEPENDENT ACCOUNTANTS' REVIEW REPORT**

To the Board of Directors of  
Borg Holdings, Inc. and Consolidated Subsidiaries  
Tempe, Arizona

We have reviewed the accompanying Consolidated Balance Sheets-Special Purpose Basis of Borg Holdings, Inc. (an Arizona Corporation) and its subsidiaries-the "Company" as of December 29, 2013 and as of January 4, 2015, and the related Consolidated Statements of Operations-Special Purpose Basis, Stockholders' Equity-Special Purpose Basis, and Cash Flows-Special Purpose Basis for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the line of credit agreement between Compass Bank and the Company as discussed in Note 3 and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

The accompanying special purpose basis of accounting financial statements were prepared for the purpose of complying with the line of credit agreement between Compass Bank and the Company as discussed in Note 3, and are not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

Based on our review, we are not aware of any material modifications that should be made to the accompanying special purpose basis of accounting financial statements in order for them to be in conformity with the basis of accounting described in Note 3.

Our review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with the Special Purpose Basis of accounting described above. The information contained in Schedule I is presented only for purposes of additional analysis and has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements and we are not aware of any material modifications that should be made thereto.

**EXHIBIT E**

**ACCOUNTING CERTIFICATION CONT'**

The information contained in Schedules II, III, IV, and V is presented only for additional analysis purposes. This information was not subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or provide any assurance on this supplemental information.

This report is intended solely for the information and use of the boards of directors and managements of Borg Holdings, Inc. and Compass Bank and should not be used by anyone other than these specified parties.

  
WITTENBERG & WITTENBERG,  
CERTIFIED PUBLIC ACCOUNTANTS, INC.

West Covina, California  
May 22, 2015

**EXHIBIT F**

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION**

SERIAL 16124-RFP

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(Before completing certification, read instructions which are an integral part of the certification)

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it, nor its principals, are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

David Everett VP Finance  
Name and Title of Authorized Representative

[Signature]  
Signature

8/18/16  
Date

**EXHIBIT G**

**LOBBYING PACKET**

**LOBBYING PACKET**

*Public Law 101-121 (31 U.S.C. 1352)  
For Reference see Federal Register, dated 2/26/90, Vol. 55, No 18*

Dear Respondent, Contractor, Subcontractor,

Please review the attached forms and respond as appropriate.

**Attachment I**

In order to enter into an agreement with the Maricopa County Human Services Department for the provision of Award services or to amend a current agreement you are required to sign the Certification Regarding Lobbying. Please submit it to this sender with your Proposal, Contract, or Amendment.

**Attachment II**

If paragraph 2 of Attachment I applies, then complete this Disclosure of Lobbying Activities form and submit it with the certification.

**Instructions**

There is a distinction between lobbying and advocacy. As long as "advocacy" does not involve influencing the obtaining of a specific grant or contract, but is merely advocacy for the general benefit of the target population served, it is not lobbying and there may be no need for certification or disclosure. Each case must be reviewed individually by the recipient as the recipient is responsible for compliance and sanctions.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of information contained in any disclosure form previously filed.

**EXHIBIT G**

**LOBBYING PACKET CONT'**

**Certification Regarding Lobbying**

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AZ School Meals LLC  
Organization

[Signature]  
Authorized Signature

VP Finance  
Title

5/18/16  
Date

**BORG HOLDINGS INC., DBA: ARIZONA SCHOOL MEALS, 1235 S 48<sup>TH</sup> ST. SUITE 4, TEMPE, AZ  
85281**

PRICING SHEET: NIGP CODE 39306, 95230, 96115, 96219

Terms: NET 20  
Vendor Number: 2011007303 0  
Certificates of Insurance Required  
Contract Period: To cover the period ending **June 30, 2017.**