

Mingus Mountain Estate Residential Center, Inc.

FOOD DISTRIBUTOR REQUEST FOR PROPOSAL

To be considered, proposals must be signed and returned via email terence.cunningham@sequelyouthservices.com by the due date and time.

*Hard copies may be mailed to
Mingus Mountain Estate Residential Center, Inc.
15801 E. Don Carlos Dr.
Prescott Valley, AZ 86312
by the due date and time.*

Proposal responses will be considered valid for a period of 120 calendar days after the proposal due date.

| | |
|--------------------------|---------------------------|
| TITLE: | Food Services Distributor |
| USING DEPARTMENT: | Mingus Mountain Academy |
| ISSUE DATE: | October 15, 2018 |

DUE DATE:

4:00 p.m. MST, Friday, October 26, 2018

ISSUING AGENCY:

Mingus Mountain Estate Residential Center, Inc.
15801 E. Don Carlos Dr.
Prescott Valley, AZ 86312

Sealed Proposals subject to the conditions made a part hereof will be accepted until **4:00 p.m. MST, Friday, October 26, 2018** for furnishing services described herein.

DELIVERY BY ELECTRONIC MEANS

Attn: Terence Cunningham, Director of Purchasing
Terence.cunningham@sequelyouthservices.com

Direct all inquiries concerning this RFP to: Terence Cunningham – Director of Purchasing
Terence.cunningham@sequelyouthservices.com

1. *ESTIMATED TIMELINE*

| | | |
|------------------------------------------------|----------------------------|----------|
| RFP Release Date (includes public notice) | Monday October 15, 2018 | |
| Attachment A signed and returned | Friday October 19, 2018 | 12pm MST |
| Deadline for Inquiries | Wednesday October 17, 2018 | 5pm MST |
| Proposals Due | Friday October 26, 2018 | 4pm MST |
| Validation of RFP Received | Friday October 26, 2018 | |
| Public Opening – Evaluation Team/Scoring Panel | Friday November 2, 2018 | 2pm MST |

1. CORPORATE OVERVIEW

Sequel Youth and Family Services, L.L.C. (Sequel) is a for-profit company that operates 43 programs located in 19 different states serving people with behavioral, emotional, or physical challenges referred from 41 different states and the US Virgin Islands. Our mission is to prepare our clients to lead responsible and fulfilling lives by providing mentoring, education, and living support within a safe, structured, dynamic environment — whether on one of our campuses, in the community, or in their own homes.

Sequel has a proven history of effective outpatient, community-based, residential child and adolescent treatment, and intervention programs. Sequel offers a broad continuum of treatment options for children, adolescents, adults, and families. Our choices include long-term residential treatment, short-term impact programs, shelter care, therapeutic group homes, therapeutic foster care, community-based services, in-home services, and alternative education programs. Our populations include at-risk and adjudicated adolescents; adolescents with sexually maladaptive behaviors; and children, adolescents and adults with behavioral health disorders, intellectual and/or physical disabilities, and substance use issues

2. RFP GOALS AND OVERVIEW

The goal of this RFP is to provide all bidding Suppliers with MINGUS MTN. requirements in order to respond, as well as, establish a formal procurement process where all solicitations will be open and free competition.

MINGUS MTN. seeks proposals from qualified vendors (hereafter referred to as “vendor”, “supplier” or “contractor”) for the provision of food products and related items. MINGUS MTN. intends to award a contract designating a single or multiple sources as the preferred supplier(s) for a period of 3 years, with an option to renew for an additional 2 years.

MINGUS MTN. is requiring that supplier(s) provide an online order system capable of identifying MINGUS MTN. location. Supplier’s system will allow for MINGUS MTN. personnel to manage user-defined parameters, as well as, manage and monitor fixed contract pricing that results from this proposal.

Objectives of the Master Agreement include the following:

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to MINGUS MTN.
- Establish data points and begin monitoring acceptable ranges.
- Achieve cost savings for Suppliers and MINGUS MTN. through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

• 2. CONTRACT PERIOD

The term of any resulting contract will commence on or about December 1, 2018 and end on November 30, 2021. At Mingus Mtn.’s option and under the same terms and conditions contained herein, this contract may be extended for two (2) additional one-year periods, not to exceed November 30, 2023. MINGUS MTN. intends to notify the awarded contractor by October 31, 2018, and reserves the right to delay the process.

3. SCOPE OF WORK – the following scope of work is specific to the MINGUS MTN. The awarded Contractor shall, at a minimum, meet the requirements listed herein USDA requirements.

DELIVERY

- 3.1 The contractor shall provide food products and related items for use at MINGUS MTN. Specific delivery instructions shall be followed, and MINGUS MTN. will review all services throughout the life of any resulting contract.
- 3.2 Deliveries shall be made as specified. MINGUS MTN. reserves the right to approve or reject any changes in the time and days of deliveries.

- 3.3 The contractor shall provide successful delivery rate of at least 98% of the items ordered.
- 3.4 All refrigerated foods must be stored between 32-40°F, and be delivered in a refrigerated vehicle and received at or below 40°F. Frozen foods must be delivered in a vehicle that has a freezer and received in frozen state with no signs of refreezing. All goods must be delivered in a good condition. Dry goods will be dry, with the cartons clean and intact.
- 3.5 In the event that questions arise concerning the acceptable quality of an item offered or delivered, MINGUS MTN. will make the final decision as to acceptability of the product. If MINGUS MTN. rejects a substituted brand of an item, MINGUS MTN. will specify one or two acceptable brands and request documentation (nutrition labels, etc.) for those brands. MINGUS MTN. is not responsible for cost differentials of substituted items.
- 3.6 The contractor shall comply with MINGUS MTN. requirements specific to delivery, quality and volumes of the items quoted. Other items may be added and will be subject to the provisions of any resulting contract. Drops must be made during business hours.
- 3.7 In the event the wrong product is delivered due to vendor or distributor negligence, vendor must quickly correct issue, and is responsible for any courier fees associated with same/next day delivery.

PRODUCT

- 3.8 Pack size changes will be allowed if product meets MINGUS MTN. specifications. Pack size differences shall be clearly marked in the proposal response. Changes must be notified to MINGUS MTN.
- 3.9 Brand names may be changed provided a suitable substitute is tested and/or accepted by the MINGUS MTN., except for those items marked as “SUB NOT ALLOWED”. The contractor shall bid on and provide the exact brand and pack size specified on “SUB NOT ALLOWED” items, or provide documentation proving that particular product is unavailable to them.
- 3.10 All products shall meet or exceed the requirements of USDA Grade A specifications. MINGUS MTN. will require documentation from the packer that all products meet Grade A Specifications.
- 3.11 MINGUS MTN. provides nutritional information and ingredients to customers for all provided products. Therefore, the contractor shall supply this information to MINGUS MTN. either on its website or upon request for new products.

- 3.12 Buy American Provision.
To the maximum extent practicable, domestic commodities or products for Program meals in accordance with 7CFR§210.21(d) and 7CFR§220.16(d).
- 3.13 A “domestic commodity or product” is defined as one that is either produced in the U.S. and its territories or is processed in the U.S. and its territories substantially using agricultural commodities that are produced in the U.S. and its territories. 7CFR§210.21(d).

PRICING & INVOICING

- 3.14 Prices shall reflect cost plus handling fee. Cost to MINGUS MTN. is defined as the cost of supplies actually purchased plus transportation costs minus discounts, promotional allowances or manufacturer rebates plus the handling fee. Cost of delivery to MINGUS MTN. is to be included in the handling fee. Vendor shall honor pricing provided in response to the RFP for entire length of contract. Thereafter, prices may be changed to reflect the actual delivered cost of items to the contractor. Net delivered cost to MINGUS MTN. shall always be based on the true and current cost of the product delivered at the time of delivery. The handling fee shall remain the same throughout the contract period. Under no circumstances will the MINGUS MTN.'s prices be increased should quantities fall short or exceed usage estimates provided. Quantities stated are estimates only and are not commitments to buy.
- 3.15 After the awarding of the RFP, if MINGUS MTN. selects new items to be purchased, the contractor will have first opportunity to provide any new item requested by the MINGUS MTN.. The new item shall be supplied in a reasonable length of time (no more than 4 weeks). If it is determined that another supplier has the new item in stock, the contractor shall purchase that item from the other supplier for MINGUS MTN. until the contractor has the item in its warehouse.
- 3.16 MINGUS MTN. will conduct selective audits of the contractor's invoices and proof of payment for all items purchased periodically. During this audit, the contractor shall provide proof of actual invoice and cost of the items provided to validate the price charged to MINGUS MTN.. The information may include, but is not limited to, invoices for distributor purchases from their manufacturers: freight bills or support documentation of any applicable discount pricing or off-invoice allowances. In the event MINGUS MTN. has been overcharged, the contractor will reimburse MINGUS MTN. for the amount of the overcharge.
- 3.17 Invoicing to include fund account, GL account, Site account and item code.

2.1 TECHNOLOGY

- 3.18 Proposing contractors will be required to have technology that aides MINGUS MTN. with complying with USDA requirements of portion sizes. **An ideal system should be able to create menus, scale recipes, create production sheets, analyze cost per meal, and stock items.** The system should also manage purchases orders, receiving, and various cost accounting functions. The contractor shall supply an interface or login platform for their ordering system to place orders and maintain system pricing information.

- 3.19 Recipe/Production manual is desired and should have capability to flag known allergens (i.e. Fish, wheat, egg, etc.)
- 3.20 MINGUS MTN. will place orders online. If additional equipment or software is required to electronically transmit orders, the contractor shall supply this at no additional cost to the MINGUS MTN.

SERVICE LEVEL/ ACCOUNT MANAGEMENT

- 3.21 The contractor shall provide an Account Manager for MINGUS MTN. to coordinate the program. The representative will be required to meet with MINGUS MTN. officials quarterly to discuss issues of concern and shall be accessible during regular business hours in the event of an emergency.
- 3.22 MINGUS MTN. reserves the right to cancel this contract with thirty (30) days written notice at any time during the contract if it deems the contractor has repeatedly failed to perform its obligation to the standards described herein.

The contractor is considered to be failing to perform its obligation for:

- Multiple deliveries missed, late, or incomplete.
- Repeated instances of food products that arrive spoiled, damaged, or are of substandard quality
- Excessive numbers of product substitutions (“excessive” to be determined by MINGUS MTN.)
- Prices of a significant number of items delivered increased beyond that of the general food service industry.
- Failure to meet or pay monetary amounts guaranteed in the bid.
- Failure to provide adequate service to MINGUS MTN. to respond to problems and resolve them with 24 hours.
- Any other substantial failures to meet the goals of this RFP.

ORDERING PROCESS

- 3.23 The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service in addition to a 24-hour access website for order placement and delivery tracking. The vendor will provide an immediate acknowledgement of confirmation following any request to place an order. The acknowledgement will be submitted by email, regardless of what method is used to place the order. The vendor shall describe its acknowledgement process.

2.1 Order Requirements:

1. Any replacement items are of equal or better quality.
2. Buyer must be notified if an item is not available at the time the order is placed and presented with an option of a replacement item or the back-ordered item when it becomes available.
3. Estimated delivery dates must be provided for all backordered items.

4. If a back-ordered item is not available on the estimated delivery date, the buyer placing the order must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. If the buyer is not satisfied with the quality of the replacement product, the buyer has the right to return the product. The buyer will not incur any cost for return of the product, including but not limited to courier fees.

4. ADDITIONAL REQUIREMENTS

- 4.1 Proposals will only be considered from contractors organized primarily for the purpose of providing perishable foods and beverages to MINGUS MTN., with a record of successful operation. Experience servicing organizations similar in size and scope to those required herein is required. MINGUS MTN. will only accept proposals directly from food distributors or organizations, such as Group Purchasing Organizations, that have direct contractual relationships with each manufacturer. Three references must be provided to substantiate the required experience. The attached reference form must be completed. It is the vendor's responsibility to provide valid reference information and MINGUS MTN. reserves the right to use reference check responses in its evaluation of proposals.
- 4.2 Delivery Schedule: The delivery day(s) will be mutually agreed upon between MINGUS MTN. and the contractor.
- 4.3 Proof of Delivery and Invoicing: All sales slips must be signed by the delivery person and receiving agent at MINGUS MTN.
- 4.4 Installation of any required equipment and first delivery of product shall be determined by the program.
- 4.5 All products shall be Grade "A". Products shall meet the standard of quality and sanitation of the State Department of Health, the State Department of Education, and all other federal, state and local regulatory agencies, as shall cartons and containers. In no case will items be accepted that are below the minimum standards sold commercially.
- 4.6 Effort has been made to designate items according to standard sizes, weights and packaging. If contractor proposes any items(s) at variance with descriptions given hereon, contractor shall clearly point out such difference(s).

5. COST PROPOSAL

An electronic file for the Product List is provided in Microsoft Excel format.

Contractors shall quote the exact products listed wherever possible. For "private

labels”, below is a guide to use to match private labels against the ones listed.

The spreadsheet contains a listing of products currently purchased, with annual usage amount, the manufacturer, manufacturer’s code number (if available), pack size, and the pricing unit.

Contractors shall complete the price according to the pricing unit indicated. If a significant number of products are bid by incorrect pricing unit, the bid may be rejected.

In the column marked “COST”, please enter the cost of the product to the contractor. This cost shall be substantiated by an actual invoice indicating the amount paid for the product. MINGUS MTN. request documentation of actual invoice cost

The next field is marked “Discount”. Please indicate here any deviated pricing or discount negotiated from the manufacturer that is not reflected on the invoice cost in the same unit as the pricing unit.

The total amount of savings generated in the “Discount” column shall be guaranteed for all potential three (3) years of the contract. After the deviated pricing/discounts for the first year expire, the contractor may renegotiate any or all of these items with other manufacturers, so long as the total of the savings in years 2 and 3 meet or exceed those from the first year.

In the field titled “Markup”, complete for each section the percentage that will be marked up to MINGUS MTN. to cover handling costs.

For the category “COP” (Center of Plate) you may elect to mark up the product based on the per pound cost. If electing to markup based on per pound cost, enter “0” for the markup on the bid sheet of the spreadsheet, then on the “COP” tab you must enter the markup per pound and pounds per unit of measure in the columns to the right of the markup.

The final cost columns shall indicate the net cost per pricing unit and the annual cost of that product to the MINGUS MTN.

In addition, MINGUS MTN. requires that pricing be structured on a “fee per case” basis. Please provide pricing on the spread sheet on a “fee per case” basis using the directions above.

Complete all items on the bid. Do not leave any items blank. If substituting a product, replace the product description, pack size, manufacturer, and manufacturer’s code information. Do not change the product listing number.

- A thorough analysis of the bids will be completed, including a head to head comparison of costs for equal items.
- Added Value Cost Proposal sheet will allow you to explain any added value service offerings.

MINGUS MTN. is interested in other aspects of the proposal that might improve operations or reduce overall costs. Contractors should consider a variety of

allowances or programs that will enable MINGUS MTN. to meet those goals. Please submit any allowances, reductions in handling fee, or any other value-added programs, with the value to the MINGUS MTN., for any program that may be of interest to the MINGUS MTN.

MINGUS MTN. is also interested in other value-added services that may improve services and increase savings. Please provide detailed information on any such services that would be provided, including any cost to MINGUS MTN. for those services, and/or a dollar market value of those services.

MINGUS MTN. will evaluate the bids and select the program that represents the best overall value to MINGUS MTN. after evaluating the bids for errors, verifying substitutions, auditing price quotes, verifying the acceptability of substitute items, and consideration of any add-on incentive proposals.

6. NUTRITION USDA (MUST COMPLY)

MINGUS MTN. and its sites follow USDA component based menu plan. All food good deliveries to our facilities shall require nutrition information and/or Child Nutrition labels.

Federal regulation for
food items:
Requirements
by
component:

1. Grain component items – the first grain ingredient listed must be whole grain as defined by federal regulations.
 - A whole grain item must contain
 - a. The statement “Diet rich in whole grain foods...and low in total fat...may help reduce the risk of heart disease....,” or
 - b. A whole grain as the first ingredient, or
 - c. A combination of whole grain ingredients comprising at least 51% of the total grain weight (manufacturer must verify), or
 - d. At least 51% whole grain by weight
 - e. Any other grain ingredient must be fortified or enriched grain
 - f. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce
2. Milk component items
 - a. yogurt must contain no more than 23grams of sugar per 6 oz
 - b. Unflavored whole milk must be served to 1 year olds; unflavored fat free milk must be served to children 2 through 5 years old
3. Meat/meat alternate component items – low fat meat/meat alternate
4. Fruit component items
 1. a. Frozen fruits may have no added sugar and canned fruits must be in 100% juice
 - b. 100% fruit juice with no added sugar

5. Vegetable component items – must offer a variety by sub-group

Other requirements:

- a. Trans fat – nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving
- b. Sodium – low sodium foods preferred

7. PROPOSAL RESPONSE

The proposal response shall include the following:

- Mutual Confidentiality Agreement – separate document
- Attachment A – Intent to Bid

The following are due on or before October 26, 2018 @ 4:00 PM

- **Summary (2 pg single space)**
- **Attachment C (Supplier Profile, Compliance & Legal, Business Requirements, and Food Scenarios)**
- **Attachment D (Product List)**
- **The required reference information**
- **Certificate of Insurance**

MINGUS MTN.'s evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal.

A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with MINGUS MTN. personnel in connection with this RFP may not be made other than as specified in this RFP. No one directly or indirectly representing the supplier may contact, visit, or meet with any employee of MINGUS MTN. Unauthorized contact of any MINGUS MTN. personnel may be cause for rejection of a bid (Section 12).

The submission of bidders/suppliers RFP response should only be submitted to following address:

terence.cunningham@sequelyouthservices.com

8. EVALUATION CRITERIA

All proposals will be evaluated according to, but not necessarily limited to, the following criteria:

- **SCREENING CRITERIA:** Complete proposal response (see section 7). All items requested are included in the response package and submitted as instructed. Incomplete responses will not be considered further.

An evaluation team will review, in detail, all proposals that are received that passed the initial screening criteria to determine the Highest Scored Bidder (“HSB”). MINGUS MTN. reserves the right to determine the suitability of proposals on the basis of a proposal’s meeting administrative requirements, technical requirements, the review team’s assessment of the quality and performance of solution being provided, and cost.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item. Section 3 and 4 of the RFP detail specific request for the related criterion below and will be considered by the evaluation team for assigning scores.

- Technology (20%)
- Delivery (10%)
- Service Level and Experience (15%)
- Invoicing (15%) Coding and Proof of Delivery
- The net cost to the MINGUS MTN. (40%)

Please note that MINGUS MTN. will evaluate based on the market percentage method. The fee per case pricing is requested.

The Contractor providing the best overall value to MINGUS MTN. shall be selected.

This Request for Proposal does not commit MINGUS MTN. to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. MINGUS MTN. reserves the right to reject any and all Proposals. MINGUS MTN. also reserves the right to accept Proposals in part or whole, as MINGUS MTN. considers most favorable in its sole discretion. MINGUS MTN. further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of MINGUS MTN.

9. THE AWARD AND EXECUTION OF CONTRACT

Subject to MINGUS MTN.’s right to reject any or all proposals, the HSB will be awarded the contract. Public opening will be November 2, at 2:00

PM at 15801 E. Don Carlos Dr., Prescott Valley, AZ 863112. Upon opening of proposals, an award may be made on the basis of the proposals initially submitted without discussion, clarification, modification, or on the basis of negotiation with any of the Respondents at MINGUS MTN.'s sole option and discretion. MINGUS MTN. reserves the right upon the public opening to populate the costs submitted in an aggregate manner in order to evaluate the vendors' proposals, prior to scoring.

Notification of Awards:

It is anticipated that selection of the successful vendor will be made by November 2, 2018, but may be made prior to that date at the discretion of MINGUS MTN. However, if unforeseen circumstances are encountered, MINGUS MTN. also reserves the right to delay the selection to insure the best vendor is selected. Initial term of the resulting contract will be for three years. Contract may be renewed for two additional years at the sole discretion of MINGUS MTN. for a total term of five years. Only vendors that are able to demonstrate quality service in a timely manner will be considered for renewal.

Upon selection, MINGUS MTN. and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below. All participants will be notified via email regarding the award/decline of services.

No contract or agreement, express or implied, shall exist or be binding on MINGUS MTN. before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by MINGUS MTN. in its sole discretion, MINGUS MTN. may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after MINGUS MTN. and the Vendor agree to terms and execute a contract, that contract is terminated for any reason or both parties cannot come to agreeable terms, MINGUS MTN. may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

9. ERRORS IN RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide MINGUS MTN. with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, MINGUS MTN. may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

10. ADDENDA

MINGUS MTN. may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify MINGUS MTN. in writing no later than 5 days before the deadline for submitting proposals.

11. REJECTION OF PROPOSALS

MINGUS MTN. reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirement. Proposal that fail to meet a material requirement of the RFP, or if it is incomplete and contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements.

Immaterial deviations may cause a bid to be rejected. MINGUS MTN. may or may not waive an immaterial deviation or defect in a proposal. MINGUS MTN.'s waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in MINGUS MTN.'s opinion the information was intended to mislead MINGUS MTN. regarding a requirement of the RFP.

12. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying MINGUS MTN. in writing of its

withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at MINGUS MTN. no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

13. GRIEVANCE PROCEDURES

1. DEFINITION

- a. A grievance is defined as and limited to an alleged improper interpretation, application, or violation of an individual's terms and conditions regarding the Request for Proposal/Bid/Information or Request for Proposal/Proposal (RFP, RFB, RFI or RFP, IFP) process. Note that appealing because a proposal was submitted past the deadline or required information was omitted is not considered a valid grievance.
- b. A "party of interest" is the person or persons making the appeal and any person whom might be required to take action or against whom action might be taken to resolve the claim.
- c. Workdays are those days when administrative offices are scheduled to be open.

2. PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting individuals. Both parties agree that these proceedings will be kept confidential as may be appropriate at any level of the procedure. It is the policy of this company to respond promptly to any grievances, which may arise.

3. PROCEDURE

- a. Failure by the Administration at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
- b. The time limits specified may be extended by mutual agreement and shall be exclusive of discretionary leave and scheduled vacation.

- c. Failure by the aggrieved at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be acceptance of the decision rendered at that step.

4. ACTION AND APPEAL

The grievance must be discussed with the VP of Operations within three (3) calendar workdays after the individual(s) first knew or should have known of the event or series of events causing the grievance. Once the grievance is discussed with the VP of Operations, decisions are final.

14. NEWS RELEASES

News releases pertaining to the award of a contract may not be made without the prior written approval of MINGUS MTN.

15. DISPOSITION OF MATERIALS

All materials submitted in response to an RFP will become the property of MINGUS MTN. and will be returned only at MINGUS MTN.'s option and at the expense of the bidder. One copy of each proposal will be retained for MINGUS MTN.'s official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential pages to non-MINGUS MTN. personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

16. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

MINGUS MTN. contemplates that, in addition to the terms described above in this RFP, final agreement between MINGUS MTN. and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

1. TIME OF ESSENCE

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

2. WARRANTIES AND REPRESENTATIVES

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

3. EQUIPMENT, TOOLS, SUPPLIES

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from MINGUS MTN.. MINGUS MTN. has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

4. INDEMNITY OBLIGATIONS OF VENDOR

Vendor will indemnify and defend MINGUS MTN. (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; and (v) any act or omission of Vendor, its

employees, agents or subcontractors.

5. CONFIDENTIALITY AND PUBLICITY

The Vendor will retain all information provided by MINGUS MTN. in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of MINGUS MTN.. MINGUS MTN. retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning MINGUS MTN. without the prior written consent of MINGUS MTN.

6. COMPLIANCE WITH LAWS

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

7. ASSIGNMENT/SUBCONTRACTING

- A. Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of MINGUS MTN., which consent may be granted or withheld in the sole and absolute discretion of MINGUS MTN.
- B. Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of MINGUS MTN. The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

8. GENERAL PROVISIONS

- 1. Governing Law.** The agreement will be governed by the laws of the State of Arizona without giving effect to its principles of conflict of laws.
- 2. Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
- 3. Audit.** Vendor agrees that MINGUS MTN. or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow MINGUS MTN. or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of MINGUS MTN. or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

17. DELAY OR CANCEL

MINGUS MTN. reserves the right in its sole discretion to cancel in whole or in part this RFP at any time prior to award of business. In addition to all other stated delays or cancellation noted throughout this RFP. Costs associated with responses to this RFP are the sole responsibility of the entity/individual responding in whole or part to this RFP; MINGUS MTN. will not be held responsible.

COMPANYNAME

REFERENCES

BIDDERS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES FOR WHOM THEY HAVE PERFORMED SIMILAR WORK DURING THE PAST THREE (3) YEARS.

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 P h o n e**

E m a i l

THIS PAGE SHALL BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

ATTACHMENTS

Attachment A
Intent to Bid
[SEE
ATTACHMENT]

Attachment B
Vendor Response
[SEE
ATTACHMENT]

Attachment C
Product List
[SEE
ATTACHMENT
]

END OF RFP INSTRUCTIONS

A. INTENT TO BID

If awarded, the undersigned offers and agrees to Food services as required in this Request for Proposal at the prices and terms stated, subject to mutually agreed upon terms and conditions. Additionally, the undersigned warrants and represents their authority to bind the firm into an agreement subject to the terms and conditions of this Request for Proposal.

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| By (Authorized Signature) | Date Signed: |
| Print name and title of Authorized Signatory | |
| | |

C. Product List

| UNIT CASE | SIZE / UNIT | DESCRIPTION | ITEM PRICE |
|-----------|-------------|----------------------------------------|------------|
| 1 | 8 OZ | HP MILK CHOC 1% | |
| 1 | 5 LB | PEPPER, BELL RED MINI PK | |
| 1 | 10 CN | ORANGE , MANDARIN WHL SEG LS IM | |
| 1 | 24 OZ | SPICE, GARLIC GRANLTD | |
| 1 | 10 LB | BACON, BITS, IMITATION | |
| 1 | 10 CN | PEACH, SLI YLW CLNG JP CHO DMS | |
| 1 | 10 CN | FRUIT COCKTAIL, XLS DMST CHO | |
| 1 | 10 CN | BEAN, GRN CUT 4 SIEVE FCY VERI | |
| 1 | 1000 PK | KETCHUP, PKT 9GRM HEINZ | |
| 1 | 1 OZ | CEREAL, APPLE JACKS WG RS PCH KELLG | |
| 1 | 10 CN | SAUCE, SPAGHETTI GARLIC HERB HCHOI | |
| 1 | 2 LB | BROCCOLI, FLORET 1QF GRD A BHVSO | |
| 1 | 4 OZ | JUICE, APPLE CUP W-VIT C 100% SUNCP | |

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|---|--------|---------------------------------------------|--|
| 1 | 4 OZ | JUICE, CRANBERRY CUP W-VIT C 15 SUNCP | |
| 1 | 6 OZ | JUICE, GRAPE CRTN W-VIT C 100% SUNCP | |
| 1 | 4 OZ | JUICE, ORANGE CUP 100% SUNCP | |
| 1 | 2.5 LB | VEGETABLE BLEND, MIXED 5 WAY 1 BHVSO | |
| 1 | 30 LB | CORN, CUT SPR SWT 1QF GRD A BHVSO | |
| 1 | 1 GL | DRESSING, RANCH POURABLE KATYO | |
| 1 | 4 OZ | YOGURT, RASPBERRY NF DANIMAL CN DANON | |
| 1 | 4 OZ | YOGURT, STRAWBRY BANANA NF DANIMAL DANON | |
| 1 | 4 OZ | YOGURT, VANILLA NF DANIMAL DANON | |
| 1 | 113 PK | APPLE, GRNYSMITH XFCY 113 MFC | |
| 1 | 138 PK | APPLE, RED DEL XFCY 138 MFC | |
| 1 | 1.6 OZ | CARROT, BABY PETITE PLD 1W RSS | |
| 1 | 1 LB | CILANTRO, CELLO CLEANED RSS | |
| 1 | 8 OZ | HP MILK, 1% LF | |
| 1 | 88 PK | ORANGE, SUNKIST FCY 88CT MFC | |
| 1 | 2 LB | SPINACH, BABY ORGANIC RSS | |
| 1 | 12 PK | TOMATO, CHERRY HOT HOUSE NTSWT | |
| 1 | 2.5 LB | CHEESE, FETA CRUMBLES VLAFO | |
| 1 | 5 LB | HP SOUR CREAM, CLASC LT SUNLN | |
| 1 | 5 LB | CHEESE, CHDR MILD SHRD FCY WI FRMDO | |
| 1 | 20 LB | EGG, CKD HARD PLD PREM SEL SHMCH | |
| 1 | 8 OZ | HP MILK, FF LACTOSE FREE DRYST | |
| 1 | 5 LB | MUSHROOM, SLI 3/16 " WHT P.L. | |
| 1 | 2 LB | VEGETABLE BLEND, CALIFORNIA IQ BHVSO | |
| 1 | 2 LB | VEGETALBE BLEND, ITALIAN IQF BHVSO | |
| 1 | 10 CN | PEAR, DICED XLS DMST CHO BHVSO | |

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|---|--------|-----------------------------------------|--|
| 1 | 10 CN | PINEAPPLE, CHNK IN JCE STND IM BHVSF | |
| 1 | 10 CN | APPLESAUCE, CHUNKY SWTND FCY BHVSD | |
| 1 | 2 LB | VEGETABLE BLEND, WINTER IQF BHVSO | |
| 1 | 1 OZ | CHIP, POTATO LAYS | |
| 1 | 6 OZ | JUICE, BERRY 100% IND PCH CAPRI | |
| 1 | 6 OZ | DRINK, CHERRY 100% IND PCH CAPRI | |
| 1 | 2 LB | LETTUCE, ROMAINE CHPD RSS | |
| 1 | 8 OZ | HP MILK, STRAWBERRY FF SHAMF | |
| 1 | 32 OZ | BREAD, WHEAT PULLMAN SLI 1/2" BRCKO | |
| 1 | 6 PK | BREAD, WHITE STEAK ROLL 6" HIN WHEAT | |
| 1 | 0.9 OZ | CRACKER, GOLDFISH WG HNY GIANT PFARM | |
| 1 | .75 OZ | CRACKER, GOLDFISH CHDR BKD WG PFARM | |
| 1 | 3.5 OZ | OMELETTE, CHDR CHSE 6" FOLD SLVRO | |
| 1 | 1 GL | MAYONNAISE, DLX HVY DTY KATYD | |
| 1 | 500 PK | MUSTARD, PKT 1/5 O HEINZ | |
| 1 | 10 CN | PEPPER, JALAPENO NACHO SLI VSTVO | |
| 1 | 24 OZ | DRINK MIX, CHERRY REIUO | |
| 1 | 24 OZ | DRINK MIX, LEMONADE PINK REIUO | |
| 1 | 24 OZ | DRINK MIX, FRUIT PUNCH REIUO | |
| 1 | 1 OZ | CEREAL, COCOA KRISPIES BWL KELLG | |
| 1 | 1 GL | SAUCE, HOT PEPPER CAYENNE BLRDS | |
| 1 | 10 CN | BEET, SLI MED PKLD FCY BHVSD | |
| 1 | 1 OZ | CEREAL, GLDN GRAHAM BWL GNRLM | |
| 1 | 10 CN | OLIVE, BLK RIPE SLI EMPRS | |
| 1 | 1 GL | PEPPER, BANANA WAX RING SLI MI VLAFO | |
| 1 | 36 PK | POPCORN, MICROWAVE BTR ORVLR | |

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|---|---------|------------------------------------------|--|
| 1 | 10 CN | BEAN, BAKED BHVSD | |
| 1 | 96 oz | LASAGNA, MEAT W-MOZZ & RICOTTA CBLSO | |
| 1 | 16 PK | BISCUIT, BTRMILK 32 FULLY BAKED BRCKO | |
| 1 | 2 LB | SALAD, VEGGIE POWER BLEND P.L. | |
| 1 | 5 LB | CHEESE, CHDR MILD SHRD FTHR FRMDO | |
| 1 | 3 LB | BROCCOLI, FLORET BITE SIZW RSS | |
| 1 | 3 LB | CAULIFLOWER, FLORET BITE SIZE RSS | |
| 1 | 5 LB | HP COTTAGE CHEESE, LF 2% PLS TU SHAMF | |
| 1 | 5 LB | RADISH, CLEANED P.L. | |
| 1 | 1 OZ | CEREAL, TRIX TALL WG LESS SGR GNRLM | |
| 1 | 1.25 OZ | CEREAL, RASN BRAN BWL KELLG | |
| 1 | 64 OZ | SAUCE, WING HNY HOT SWRAY | |
| 1 | 30 OZ | BEAN, REFRIED WHL VEGETARIAN SANPO | |
| 1 | 1 GL | SAUCE, BBQ ORIG SWRAY | |
| 1 | 6 OZ | SEASONING, ITALIAN KATYS | |
| 1 | 500 PK | CRACKER, SALTINE 2 CT BRCKO | |
| 1 | .952 OZ | SNACK, GRIPZ CHOC CHIP GRAHAM KEBLR | |
| 1 | 5 OZ | BAGEL, BLUEBRY THWSRV SLI 5Z BRCKO | |
| 1 | 76 OZ | ENTRÉE, MAC & CHSE CASSEROLE STOFR | |
| 1 | 5 LB | POTATO, TATER PUFF LAMBS | |
| 1 | 3 OZ | BEEF, PTY RND CKD HEALTHY PICK KINGC | |
| 1 | 5 LB | FRIES, 3/8 STRAIGHT SEASHORE S LAMBS | |
| 1 | 12 PK | BUN, HAMBURGER PLAIN 4" SLI BRCKO | |
| 1 | 3.1 OZ | CHICKEN, PTY BRD HMSTYL WG FC TYSON | |
| 1 | 168 PK | EGG, PTY FRIED HMSTYL W-PEPR 1 PAPET | |
| 1 | 5 LB | SAUSAGE, CHICK BRKFST PTY FC TYSON | |

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|---|--------|------------------------------------------|--|
| 1 | 5 LB | HASHBROWN, 2Z PTY TRI CUT LAMBS | |
| 1 | 1 OZ | CHEESE, CREAM CUP 1Z RBST FREE SHAMF | |
| 1 | .75 OZ | CHEESE, CREAM STRAWBRY CUP .75 SHAMF | |
| 1 | 5 LB | LETTUCE, AMERICAN BLEND RSS | |
| 1 | 10 LB | HP BEEF, GRND CHK 81/19 BULK SS SSLVR | |
| 1 | 2.5 LB | HP TURKEY, O-RSTD SLI .66Z CBLSO | |