

# REQUEST FOR QUOTE For

# **CATERING SERVICES**

# DC Stabilization and Sobering Center

CBI PROJECT NO. CBI 2526

Date: May 9th, 2025

Community Bridges, Inc. (CBI) 1855 W. Baseline Rd. Suite 101 Mesa, AZ 85202 Telephone: (480) 831-7566

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# I. BACKGROUND of CBI

CBI was incorporated as a private nonprofit, 501(c)(3) organization in 1982 and has an almost 40-year history of providing comprehensive, medically integrated behavioral health programs which include prevention, education and treatment services using cutting edge, nationally recognized treatment models throughout Arizona. CBI is one of the largest AZ statewide providers offering fully integrated medical and behavioral health care in seven Arizona Counties by providing a continuum of care that begins with prevention and continues for individuals and families through treatment and recovery.

During the past eight years, CBI has experienced tremendous growth and transformed recovery of those we serve holistically and more effectively, by delivering direct physician and nurse practitioner services, both on site throughout Arizona, District of Columbia, Idaho, Oklahoma and through telemedicine to each of our service locations. CBI operates several programs throughout the state and out of state that are licensed by the Department of Health Services Division of Behavioral Health. Our prevention and clinical programs are accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF).

# II. SCOPE OF WORK

Contractor shall provide a comprehensive high-quality catering service program and deliver to the designated location located in Washington DC.

Food Preparation, Delivery, and Sanitation:

Term: August 1st, 2025 to August 31, 2026

Contractor shall be responsible for the preparation of Breakfast, Lunch, and Dinner for a maximum capacity of up to 22 individuals daily. This number is subject to change and all increases/decreases shall be communicated to the Contractor with no less than 48 hours' notice. All three meals shall be provided 7 days a week (Sunday through Saturday).

Contractor shall prepare meals using wholesome, nutritional ingredients, and ensure that all foods are properly stored, prepared, packaged, and ready for transportation. Community Bridges Inc reserves the right to approve all Menu items.

Contractor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations.

Contractor shall provide each meal as an individually packaged unit for refrigerated storage as necessary. Packaging for hot items shall be microwavable.

Contractor shall also provide utensils, condiments, and napkins.

Meal delivery is to occur twice daily, breakfast meals delivered at 08:00, then lunch and dinner meals delivered at 12:00.

Contractor shall provide a variety of meals on a bi-weekly basis with varying styles of food items throughout the week. Guests typically stay in the hotel for 160 days at a time and Contractor shall limit the number of repeat meal items during a two-week period,

# Meal Components:

Calories shall be limited from added sugars and saturated fats, Meals shall be composed of nutrient-dense components. Meals shall be high in nutrients and low in sugar and salt.

Meet minimum nutritional guidelines as defined by Federal Dietary Guidelines.

Contractor shall have the ability to provide a limited number of special diet requests including but not limited to Halal, Kosher, Vegetarian, and/or Vegan meals at the request of the Community Bridges Inc. These requests shall be made as part of the standard meal request 48 hours in advance.

Contractor shall provide at least one (1) item of fresh fruit per day per person.

This item shall NOT be a pre-packaged or preserved fruit product

#### Meal Reporting Requirements

Contractor shall maintain complete and accurate records of food provided to location, to include:

- 1. A list of all components used to create each meal.
- 2. A list of the quantities and portion sizes of each component used to prepare each meal.
- 3. Nutritional content of provided food.
- 4. Menu of items provided for each meal.
- 5. Total number of meals provided daily.
- 6. Contractor shall coordinate with Community Bridges Inc to establish a process for sharing. the number of Ideals served and/or meal limitations or requirements daily,

All services provided by the Contractor shall be coordinated with and approved by Community Bridges Inc.

#### Community Bridges Shall:

Provide the Contractor the number of meals needed for each day no less than 48 hours in advance.

Maintain a Community Bridges Inc designated representative that shall manage meal program, including coordination, delivery, and identifying the number and types of meals needed.

Communicate special dietary needs to Contractor, upon discovery.

# III. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA (BASED ON 1,000 POINTS)

Each Statement of Qualifications (SOQ) will be evaluated according to the following criteria:

#### A. General Information (100 points)

Provide a general description of the consulting firm and/or team that is proposing to provide the services, including subconsultants, if any. Provide an organizational chart showing key personnel. For each key person, provide the following information:

- 1. Percentage of time that each person will be committed to the project
  - 2. Each person's length of time with the firm
  - 3. Applicable professional registrations
- B. Experience and Qualifications of the Firm/Team and Key Personnel (300 points)
  - 1. Provide a list of similar projects on which the project team has experience. For each reference project, please provide the following information:
    - Description of the project, including project name and location.
    - b. Project owner and/or client information.
      - c. Role of the firm, including a description of the services provided.
      - Role of each key team member who worked on the reference project and the percentage of time spent by each key team member on said project; and
    - e. Approximate dates services were provided.
  - List all federally funded projects where the firm/team provided services in the last five years, completed or on-going, that are not already included in the preceding sections.
  - Identify all proposed subconsultants or subcontractors that will be used in performing the work.
  - 5. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluators' perception of the clarity, completeness, and presentation of the Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for

this item. Information obtained from the Statement of Qualifications and from any other reliable source may be used in the evaluation and selection process.

C. Understanding of the Project and Approach to Performing the Required Services (350 points)

Discuss the major issues your team has identified on this project and how your firm/team intends to address those issues. Identify any technical innovations that may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the expertise your firm/team offers and how you propose to use that expertise to benefit CBI to add value to the project.

D. Current Workload and Project Team's Ability to Start Immediately. (50 points)

This scoring criterion has two parts: overall workload and existing contracts, as further detailed herein:

1. Overall Workload and Ability to Start Immediately (up to 50 points): Provide a table or list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project. Firms that demonstrate their ability to start immediately and to effectively manage this project, in addition to their current workload, may be awarded up to 50 points for this sub-category.

#### E. Office Location (50 points)

Identify the physical location of the lead firm's office. Fifty points will be awarded to teams whose lead firm's office is physically located within Maricopa County. No points will otherwise be awarded for this category.

F. Reference Information (150 points)

CBI will award a maximum of 150 points for past performance reference information (maximum of 50 points per reference). Each reference shall include the name and contact information for the project owner, a description of the project, the applicant's scope of work on the project, and an explanation of whether the project was completed on time and on budget.

# IV. SUBMITTAL REQUIREMENTS

The SOQ shall include a one-page cover letter that contains current company/firm contact information including a valid phone number and email address, plus a maximum of 12 pages to address the SOQ evaluation criteria outlined herein (excluding references and resumes but including an organizational chart with key personnel and their affiliation). Resumes for each team member shall be limited to a maximum length of two pages and should be attached as an appendix to the SOQ. Minimum font size used in the SOQ shall be 10pt. Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and divider pages will not be counted if they do not contain submittal information.

Please provide one (1) electronic copy of the SOQ in an unencrypted PDF format to Dan Hines, Director of Facilities & Procurement, at <a href="mailto:dhines@cbridges.com">dhines@cbridges.com</a> and Roxanne Ortiz at <a href="mailto:ROTIZ@cbridges.com">ROTIZ@cbridges.com</a>, by <a href="mailto:dhines@cbridges.com">no later than 5 p.m. Arizona time on 6/23/2025</a>. CBI reserves the right to accept or reject any and all SOQ. CBI is an equal opportunity employer.

If a company wishes to submit a company brochure, this can be done under separate cover. The brochure will not be used or referred to as part of the selection process and may be retained in the CBI files.

# Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of the SOQ by CBI by the specified deadline
- Receipt of the SOQ by CBI in the format specified
- Adherence to maximum page requirement for the SOQ

# V. SELECTION PROCESS, SCHEDULE, AND EVALUATION OF QUOTES

All SOQs submitted will be reviewed by a CBI Selection Committee. The Selection Committee will select the consultant which best fulfills CBI requirements and represents the best value to our organization. No single factor will determine the final award decision. CBI may, in its sole and absolute discretion, award work to more than one firm or individual. CBI may decide to terminate the selection process at any time.

The Selection Committee will evaluate each SOQ in accordance with the criteria set forth in Section V above. The Selection Committee will produce a rank-ordered list of the submitting firms, and interviews may or may not be conducted as part of the selection process. If interviews are not held, then CBI will make the final award decision.

If interviews are held, the top three (3) to five (5) ranked firms/teams will be invited by email to accept or decline the opportunity to interview. Those accepting the invitation will be sent a letter outlining the criteria to be addressed in the interview and the detailed scoring of the interview process. CBI will make the final award decision after the interview.

The following tentative schedule has been prepared for this selection process:

SOQ's Due 6/23/2025 at 5PM

Shortlist Interviews (if necessary) 07/07/2025

# VI. CERTIFICATIONS

By submitting an SOQ to CBI, the respondent makes the following certifications:

 The respondent has reviewed the Food Service Agreement that is applicable to this Project, including the agreement's insurance requirements, and, if selected, will execute this contract without modification or exception, except as expressly permitted in Section VII(B)(4). The design agreement document is available at the following link: <a href="https://communitybridgesaz.org/media-and-public-relations/">https://communitybridgesaz.org/media-and-public-relations/</a>.

- The respondent has reviewed CBI's Federal Grants
  Management Policies document, available at
  <a href="https://communitybridgesaz.org/media-and-public-relations/">https://communitybridgesaz.org/media-and-public-relations/</a>, and shall comply with all requirements set forth
  therein during the RFQ process and if selected to perform all
  or part of the requested work.
- The respondent is familiar with and shall comply with all applicable federal statutes and regulations governing CDBG and ARPA grants, including but not limited to 24 C.F.R. Part 570 and all regulations and policies promulgated by HUD for CDBG programs, the Maricopa County Procurement Code, and the City of Phoenix Procurement Code.

# VII. GENERAL INFORMATION

RFQ Lists: This Catering Service Request for Qualifications will be listed on CBI's web site. The address is: https://communitybridgesaz.org/media-and-public-relations/

Food Service Agreement Updates: If the Food Service Agreement accompanying this RFQ changes after the RFQ is issued, the newer version of the agreement will be in effect. The respondent is responsible for checking CBI's website for updates.

Instructions: CBI shall not be held responsible for any verbal instructions. Any changes to this Request for Qualifications will be in the form of an addendum. Firms are to check CBI's website prior to submitting the SOQ for any addenda to this RFQ.

CBI's Rights: CBI reserves its right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received. No binding contract will exist until CBI and the consultant execute a written contract.

Contact with CBI's Employees: All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is intended to create a level playing field for all potential firms,

to assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed exclusively to the authorized representative identified below.

Questions: Questions pertaining to this RFQ, the Project, the selection process, or the design agreement shall be Dan Hines, Director of Facilities & Procurement, at <a href="mailto:dhines@cbridges.com">dhines@cbridges.com</a> and Roxanne Ortiz at <a href="mailto:ROrtiz@cbridges.com">ROrtiz@cbridges.com</a>. Questions to CBI shall be submitted by no later than 5 p.m. on Wednesday June 18th, 2025. No other method of submitting questions to CBI shall be permitted.

# VIII. FINAL COMMENTS

To be considered for the Project, please send the SOQ <u>by e-mail</u> to Dan Hines, Director of Facilities & Procurement, at <u>dhines@cbridges.com</u> <u>and</u> Roxanne Ortiz at <u>ROrtiz@cbridges.com</u>, <u>by no later than 5 p.m. Arizona time on 06/23/2025.</u>

Documents/Information may be made available to you for purposes of completing this request once you have submitted an executed RNDA in Section VI.

CBI anticipates awarding contracts starting July of 2025. CBI will mutually discuss, expand, and refine the scope of work with the selected applicant and shall negotiate final conditions, compensation, and performance schedule.

Issuance of this RFQ does not obligate the CBI to award a contract or to pay any costs incurred in preparation of proposals responding to this RFQ.

# IX. RECIPROCAL NON-DISCLOSURE AGREEMENT

If you are interested in engaging in a phase of discovery before responding to this RFQ please complete the Reciprocal Non-Disclosure Agreement and a Letter of Interest and return it via email to:

Dan Hines, Director of Facilities & Procurement <a href="mailto:Dhines@cbridges.com">Dhines@cbridges.com</a>

Roxanne Ortiz, Facilities Associate Director Rortiz@cbridges.com

#### **ATTACHMENT "A"**

#### **SAMPLE CONTRACT**

# X. FOOD SERVICE AGREEMENT

THIS FOOD SERVICE AGREEMENT is made and entered into effective,
("Effective Date"), by and between COMMUNITY BRIDGES, INC., an
Arizona nonprofit corporation ("CBI") and ("Vendor"). CBI and
Vendor shall sometimes be collectively referred to as "parties."
RECITALS:

WHEREAS, Vendor has expertise and experience in various food services, including bulk food preparation, transportation, and storage, and WHEREAS, CBI desires to have Vendor provide food services to CBI, and Vendor desires to provide such food services, as more fully provided herein; and

#### AGREEMENT:

IT IS THEREFORE AGREED that in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. <u>VENDOR OBLIGATIONS</u>. Vendor hereby agrees to provide food services to CBI as more particularly set forth herein (the "Services"). The Services to be performed by Vendor are as follows:
- Food Services. Vendor shall prepare and individually package, in transportation safe containers, cold meals requested by CBI pursuant to Section IL. A (collectively, the "Meals," and each, individually, a "Meal") for breakfast, lunch, and dinner for each day of each Cycle (as hereinafter defined). Vendor shall have the Meals, as directed by CBI, fully prepared and packaged (with utensils for each Meal) and shall deliver the fully prepared and packaged breakfast Meals at 8:00 a.m. and lunch and dinner Meals at 12:00 p.m. (collectively, the "Drop-off Times"), in accordance with each Order, to 2425 South 24th Street, Phoenix, Arizona 85034, as updated by CBI ("Drop-Off Location"), each day of each Cycle. Vendor shall have reasonable discretion regarding the food components of each Meal, but in no event shall all or any portion of a Meal deviate from its corresponding Menu (as hereinafter defined) or be inedible, dangerous to consume (including, without limitation, due to being undercooked or containing harmful foodborne bacteria) or fail to comply with applicable laws regarding food handling, preparation, and storage. Provided, however, that Vendor shall only be obligated to put ingredient lists on each Menu and Meal container, and the end user bears sole

responsibility for selection choice and any allergic reaction that such user may have as a result of misreading or not reading the label.

- B. <u>Compliance</u>. Vendor shall, and shall cause its employees, subcontractors, and agents, to comply with all applicable laws, rules, ordinances, and regulations adopted or required by federal, state, city, or town governmental agencies including, without limitation, laws regarding food handling, preparation, transportation, and storage.
- c. <u>Licensure</u>. Vendor shall obtain, maintain in good standing, and comply with all permits, licenses, and authorizations required to provide the Services. Vendor shall be entirely and solely responsible for the payment of all associated fees and expenses.
- D. <u>Contractor/Employees</u>. Vendor shall be entirely and solely responsible for (i) paying its contractors and employees, and (ii) withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance, related to its contractors or employees. Vendor shall indemnify, defend, and hold harmless CBI and its affiliates for, from and against, any such payments, taxes or contributions, including penalties and interest.
- E. <u>Equipment</u>. Vendor shall furnish all materials, equipment, and ingredients necessary to perform the Services. In addition, Vendor shall provide CBI with a commercial refrigeration unit for CBI's use during the term of this Agreement, to properly store meals prepared by Vendor under this Agreement. Such commercial refrigeration unit shall remain property of Vendor, and Vendor will be solely responsible for its maintenance, and will remove it from CBI's presence within thirty (30) days of termination of this Agreement.

F. <u>Expenses</u>. Vendor shall be solely responsible for payment of all expenses and fees incurred by Vendor in the course of providing the Services.

- G. Invoicing. Vendor shall provide CBI with a detailed invoice by the fifth (5<sup>th</sup>) of each month during the Term (as hereinafter defined) reflecting the cost for the Services for the prior month, including a listing of the number of Meals provided (separated into breakfast, lunch, and dinner) and the corresponding date of such Meals.
- H. Responsibility. Vendor shall be entirely and solely responsible for its acts while engaged in the performance of Services hereunder.
- 1. <u>Menu</u>. One (1) week prior to each month of the Term, Vendor shall provide CBI the menu for the following month.

J.<u>Transportation</u>. Vendor shall be responsible for transporting and delivering the fully prepared and packaged Meals to the Drop-Off Location at the Drop-Off Times each day of the Cycle (as hereinafter defined).

#### 11. CBI RESPONSIBILITIES. CBI shall:

- A. Orders• Minimum. CBI shall provide Vendor with an order, in a manner mutually agreeable to the parties, detailing the number and type of Meals required to be prepared, packaged, and delivered by Vendor pursuant to Section I.A (the "Order") for each menu cycle. CBI shall provide the Order every other Monday of the Term ("Order Date"), which shall relate to the following Cycle. CBI may set the number of Meals for breakfast, lunch, and dinner in each Order in its sole and absolute discretion, except that the number of Meals for any single day shall be no less than 150 Meals.
- B. <u>Payment</u>. CBI shall remit payment to Vendor for the Services on a monthly basis ("Monthly Payment"). Monthly Payments shall be made on the later of: (i) the 15<sup>th</sup> of each month, and (ii) ten (10) days following the date CBI receives Vendor's invoice pursuant to <u>Section I.G.</u> Where a balance remains unpaid for 20 days after Vendor delivery of an invoice, Vendor shall have the right to suspend further performance under this Agreement until such time as CBI has come current on all outstanding balances.

# XI. 111. TERM AND TERMINATION

This Agreement commences on August 1, 2025 and shall continue until August 31, 2026 ("Initial Term"). This Agreement may be renewed by the mutual agreement of parties for successive one (1)-month terms (each a "Renewal Term" and together with the Initial Term the "Term"). Either party may terminate this Agreement for any reason whatsoever or for no reason, upon giving the other party 30 days' advance written notice. IV. FEES.

The fees for the Services shall be as set forth on Exhibit A.

# XII. v.STATUS OF VENDOR

A. <u>No Employee Status</u>. The performance by Vendor of its obligations under this Agreement shall be that of an independent contractor. Nothing herein shall create or imply an agency or employment relationship between Vendor and CBI. Neither Vendor, nor Vendor's employees or subcontractors shall be considered to be an employee of CBI or to be entitled to participate in any employee benefits plans, arrangements, distributions, or other similar benefit plans with CBI. Vendor understands that Vendor's employees or subcontractors will not be treated as an employee of CBI for any purposes, including, but not limited to, Workers' Compensation benefits, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding, or any of the employee benefit provisions of the Internal Revenue Code. Vendor shall indemnify, defend, and hold harmless CBI from, for, and

against any and all claims, loss, expense, damage, or harm arising from claims by Vendor's employees or subcontractors that they are employees of CBI.

B. No Agency Relationship. Neither Vendor nor its employees or subcontractors shall have authority to bind CBI in any manner whatsoever in connection with any contract or agreement. Vendor, its employees, and its subcontractors shall not enter into any oral or written contract or agreement with any third party that would in any way bind CBI, except as expressly authorized in by CBI. Neither Vendor nor its employees or subcontractors are to be considered agents or employees of CBI for any purpose.

# VI. <u>VENDOR REPRESENTATIONS AND WARRANTIES.</u>

Vendor hereby represents and warrants that (i) it has the full capacity and authority to enter into, execute, deliver, and perform this Agreement; (ii) that such execution, delivery, and performance does not violate any contractual or other duty or obligation by which that party is bound or any law; (iii) Vendor possesses the experience and skills necessary to provide the Services; and (iv) Vendor possesses all licenses, permits, and authorizations necessary to provide the Services.

# XIII. VII. INDEMNITY

Vendor shall be entirely and solely responsible for its actions and the actions of its directors, officers, employees, agents, and subcontractors. Vendor agrees to indemnify, defend, and hold harmless CBI for, from, and against all claims, losses, demands, suits, awards, judgments, and costs (including, but not limited to, attorneys' fees), threated or suffered by CBI, arising out of, or relating to, the Services, including, without limitation, the preparation, packaging, transportation, or storing of the Meals, or any other actions of Vendor or its directors, officers, employees, agents, and subcontractor, or personal injury or death arising out of or related to the consumption of the Meals. If CBI tenders defense to Vendor, CBI has the right to approve counsel, but shall cooperate with Vendor's insurer, where applicable, with regard to insurer's right to select counsel under the applicable policy(ies) of insurance.

# XIV. VIII. INSURANCE

Vendor agrees to maintain insurance that will fully protect Vendor and CBI from any and all claims under any worker's compensation act or employer's liability laws, and from any and all other claims of whatever kind or nature for the damage to any personal property or personal injury, including death, made by anyone, that may arise from operations carried on under this Agreement, either by Vendor and its employees, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

#### XV. rx. ENTIRE AGREEMENT/MODIFICATION

This instrument contains the entire agreement of the parties, and no representation, warranties, or inducements have been made by either of the

parties except as expressly set forth herein. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreements of any kind. Any modification or waiver of any term of this Agreement, including a modification or waiver of this term, must be in writing and signed by the party to be bound by such modification or waiver. No waiver of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. No failure or delay in the exercise or enforcement of any right hereunder shall create any custom or constitute a waiver thereof, nor shall any single or partial exercise of any right preclude other or further exercise thereof or of any other right.

# XVI.

#### **BINDING AGREEMENT AND**

#### **ASSIGNMENT**

This Agreement shall be binding upon the parties and their heirs, legal representatives, successors, and assigns. The parties may assign this Agreement after written consent is first obtained. Such consent shall not be unreasonably withheld.

#### XVII. XI. AUTHORITY AND RELIANCE

Each party acknowledges that this Agreement is written in a manner that is fully understandable to the party, and the party has had an opportunity to consult with counsel. Each party is entering into this Agreement in reliance on each party's own judgment, and not in reliance on any statements made by the other party.

# XVIII. MI. NO CONSTRUCTION AGAINST EITHER PARTY

In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

#### XIX. XIII. SEVERABILITY

If any one or more of the provisions of this Agreement shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### XIV. GOVERNING LAW.

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. Any action or proceeding concerning this Agreement shall be commenced in Maricopa County, Arizona and the parties irrevocably consent to personal jurisdiction and venue in Maricopa County, Arizona. If any arbitration or action shall be brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be awarded its expenses, costs, and attorney's fees incurred.

#### **FEES**

- \$\_\_\_\_ per each individually packaged breakfast
- \$\_\_\_\_ per each individually packaged lunch
- \$\_\_\_\_ per each individually packaged dinner