



REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 24-25-06

CORRECTIONAL FOOD MANAGEMENT, DETAINEE COMMISSARY & BANKING SERVICES

Adult Detention Center, Alternative Sentencing Division, Juvenile Services Facility

Return Sealed Proposals to:

SAN JUAN COUNTY
Central Purchasing Office
213 S. Oliver Drive
Aztec, NM 87410

Attn: Jaime Jones
Contract Analyst
Phone: 505-334-4548
E-Mail: jjones@sjcounty.net

MANDATORY PRE-PROPOSAL CONFERENCE: **CLOSING DATE: October 10, 2024**
DATE: October 2, 2024 **TIME: 5:00 p.m. (Local Time)**
TIME: 12:30 p.m. (Local Time)
LOCATION: Juvenile Services Conference Room at the Juvenile Services Facility
located at 851 Andrea Drive, Farmington, New Mexico

NIGP Commodity/Services Codes: 958-44, 946-25

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- **Proposal of Offeror Form must be completed in full and returned with the Proposal Offer.**
 - This proposal is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
 - Do not return the Request for Proposal (RFP) in case of "No Response".
 - Proposal must be received in the County's Central Purchasing Office by the Proposal Closing Date and Local Time as indicated above. **Any proposal received after the specified time and/or date will not be accepted and will be returned to the sender unopened. Emailed Proposals will not be accepted.**
 - **Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror. Submit Proposal Offer in accordance with the Request for Proposal.**

Failure to complete the proposal documents in accordance with all instructions provided is cause for this office to reject the proposal.

THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.

ACKNOWLEDGEMENT OF RECEIPT FORM

PROPOSAL NO.: 24-25-06

CORRECTIONAL FOOD MANAGEMENT, DETAINEE COMMISSARY & BANKING SERVICES

53 PAGES (INCLUDING ACKNOWLEDGEMENT, CAMPAIGN DISCLOSURE FORM, FORMS "1 & 2" AND ATTACHMENTS A - C).

NOTE: ONLY POTENTIAL OFFERORS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.

PROPOSAL INFORMATION:

In acknowledgement of receipt of the above referenced Proposal Packet, the undersigned agrees that he/she has received a complete copy.

OFFEROR NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NO.: _____

E-MAIL: _____

RETURN TO:
Jaime Jones
Contracts Analyst
SAN JUAN COUNTY
(505) 334-4548
jjones@sjcounty.net

**Emailed copies of the Acknowledgement of Receipt Form will be accepted.
Emailed Proposal responses will not be accepted.**

TERMS AND CONDITIONS (Unless otherwise specified)

1. **GENERAL.** When the Chief Procurement Officer issues a purchase document in response to the Offeror proposal, a binding contract is created.
2. **FORM OF SUBMISSION.** Each proposal shall be typewritten on standard 8 ½" x 11" paper and placed within a binder with tabs delineating each section. One (1) original and six (6) copies of the Proposal shall be supplied. **Only one Proposal may be submitted by each individual Offeror. Proposals shall be submitted sealed. The outside package should clearly identify the Project Name, Proposal Number, Proposal Closing Date and Name of Offeror.**

In addition to the above requirements, the Offeror must provide one (1) electronic copy organized in the format requested with each tab's information as a separate file on a Flash Drive in one of these formats: Adobe PDF (pdf), Microsoft Word (doc), or Microsoft Excel (xls). The electronic copy must be organized and laid out in the same format as outlined in Contents of Proposal Offer, pgs. 6-8, with each tab as a different folder.
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan County and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **CONFLICT OF INTEREST.** The successful Offeror covenants that neither it nor its officers, directors, agents and employees, have any interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.
5. **AMENDMENT.** An Offeror may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s), and shall be clearly identified as an amendment. The County will not merge, collate or assemble proposal materials.
6. **WITHDRAWAL.** An Offeror may withdraw its Proposal at any time prior to the deadline for receipt of proposals. An Offeror desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Offeror's duly authorized representative(s).
7. **PROPOSAL OFFER FIRM.** Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.
8. **COST OF PREPARING RFP.** Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
9. **CONFIDENTIALITY.** Each proposal will be kept confidential until a contract is awarded. Following award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Offeror as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The County will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which an Offeror has made a written request for confidentiality, the Central Purchasing Department shall examine the Offeror's Proposal and make a written determination which specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.
10. **PUBLICATION.** Offeror shall secure from the County written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.
11. **LEGAL REVIEW.** Since Offerors will be bound by the specifications, terms and conditions herein, it is strongly recommended that each Offeror obtain legal advice concerning the proposal.
12. **GOVERNING LAW / VENUE.** The laws of the State of New Mexico shall govern this procurement and any resulting contract. Any action to enforce terms and conditions herein shall be brought only in the Eleventh Judicial District

Court, San Juan County, State of New Mexico.

13. CONTRACT DOCUMENTS. The Contract Documents shall consist of this Request For Proposal, the Response of the successful Offeror, a separate written contract and the County's Purchase Order.

14. CONTRACT TERMS AND CONDITIONS. A contract between the County and the successful Offeror shall follow the format specified by the County. The County reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Offeror, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal, will be incorporated into and become part of the contract.

Should an Offeror object to any of the County's terms and conditions, as contained in the document, that Offeror shall propose specific alternative language that would be acceptable to the County. General references to the Offeror's terms and conditions, or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Offeror's proposal. The Offeror shall provide a brief explanation of the purpose and impact, if any, of each proposed change, following by the specific proposed alternate wording.

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

15. CONTRACT AMENDMENTS. The County reserves the right to make changes or revisions to the scope of work as required during the term of the contract if it determines it to be necessary or desirable. No changes, revisions, modifications, or amendments of any of the terms or conditions of the contract specifications and requirements shall be valid unless reduced to writing by the County. Verbal discussions or agreements shall not bind the County.

16. TERMINATION OF CONTRACT. In case of a breach on any provision of a contract, the County reserves the right to terminate the contract, procure the services from other sources, or take other steps, as it deems appropriate. Additionally, the County reserves the right to cancel a contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the successful Offeror. Written notice shall be deemed delivered when deposited in the United States Mail and certified.

In addition, any contract awarded as a result of the Request for Proposal may be terminated if sufficient appropriations or authorizations do not exist. The County's decision concerning whether sufficient appropriations or authorizations exist will be final.

17. SPECIFICATIONS. It is the intent of the County to make this Request for Proposal in such a manner as to be open to all qualified Offerors. Any specification that tends to limit or eliminate a qualified Offeror shall be brought to the attention of the County not less than ten (10) days before the date when responses are due. Failure to bring such a matter to the attention of the County shall bar the Offeror from asserting a later claim in this regard.

18. INDEMNITY. The Offeror awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the County, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Offeror, its officers, directors, employees or agents or arising in any way from this agreement or the Offeror's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the County, or the agents or employees of the County, or the giving of or the failure to give directions or instructions by the County, or the agents or employees of the County, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

19. LICENSING. The Offeror awarded the contract shall possess a current license in the State of New Mexico, and shall obtain and hold such additional licenses as are reasonably required to accomplish his or her duties under this Agreement.

20. STATUS OF OFFEROR. The successful Offeror and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The Offeror and its officers, directors, agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County. The Offeror shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The County will not supervise the Offeror in the day-to-day performance of this Contract.

21. DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS. The successful Offeror shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful

Offeror agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.

- 22. NOTICE.** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- 23. TAXES.** The Offeror awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.
- 24. ASSIGNMENT.** An Offeror shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the County to do so. Any attempt by an Offeror to do any of the foregoing without such consent shall be null and void, and may result in disqualification of the Offeror or termination of any contract resulting from this solicitation. The County's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Offeror from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.
- 25. RECORDS.** All records and documents are property of San Juan County and shall be returned to San Juan County upon termination of any contract.
- 26. OWNERSHIP OF PLANS.** The County shall receive a mylar original of the bid plans which will include a San Juan County cover sheet. The Offeror awarded the contract acknowledges that the reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents of the successful Offeror are instruments of service, not products. Although ownership of such documents is normally retained by the Offeror, they nonetheless shall on this project become the property of the County. Plans, drawings, and other similar documents shall not be reproduced, copied or duplicated without the express written authorization of the County.

The County agrees that no such documents will be subject to unauthorized re-use without written authorization of the successful Offeror to do so. Such authorization is essential because it requires the successful Offeror to evaluate the documents' applicability to new circumstances, not the least of which is the passage of time. In return for the successful Offeror's relinquishment of ownership, the County agrees to defend, indemnify and hold the successful Offeror harmless from any claim or liability for injury or loss allegedly arising from unauthorized re-use of the successful Offeror's instruments of service. The Owner further agrees to compensate the successful Offeror in defense of any such claim, in accordance with the successful Offeror's prevailing fee schedule and expense reimbursement policy.

- 27. PERFORMANCE BOND.** The County reserves the right to require a performance bond from the Offeror awarded a contract if deemed to be in the best interest of the County. The bond shall be acquired and paid for by the Offeror and shall be in form satisfactory to the County.
- 28. CODES LAWS / REGULATIONS.** The successful Offeror shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.
- 29. INSURANCE.** The successful Offeror is required to carry and maintain during the period of the contract General Liability, Auto and Workman's Compensation insurance from an insurance company or companies with a Best Rating of A, or better, licensed to do business in the State of New Mexico and admitted by the Department of the State of New Mexico. At a minimum, each Offeror must carry comprehensive General Liability Insurance and Automobile Insurance with combined single limits of not less than \$1,000,000.00 and Workman's Compensation in amounts as required by the New Mexico Workers Compensation Act. The successful Offeror must also carry and maintain during the period of the contract Errors and Omissions Insurance coverage (Professional Liability Insurance) with limits of not less than \$1,000,000.00, from an insurance company or companies with a Best Rating of A, or better.

Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal Offer.

The Offeror selected for an award under this solicitation shall provide the appropriate certificates of insurance to the County prior to award of a contract. The County shall be named as an Additional Insured on the General Liability policy required by this section.

CONTENTS OF PROPOSAL OFFER

The proposal Offer submitted by the Offeror shall, at a minimum, contain the following:

To be considered for award of a contract pursuant to this Request for Proposal, each proposal Offer shall contain the materials required herein and shall comply with the format described. The Offer shall contain a response to the specifications and requirements, and a response to other items identified in the Evaluation/Award section. Failure to provide required documentation and information as requested may result in rejection of the Offeror's Proposal.

PROPOSAL FORMAT/CONTENTS.

The proposal must be organized and indexed in the following format and must contain, **at a minimum**, all listed items in the sequence indicated:

SECTION 1. TRANSMITTAL / COVER LETTER.

A. IDENTIFY THE OFFEROR AND CONTACT PERSON. Each Offeror shall identify the organization submitting the proposal. Provide the name, address and telephone/facsimile number of the Offeror. Each Proposal shall further identify its organizational structure (e.g. sole proprietorship, corporation, etc.), whether the organization is authorized to do business in the State of New Mexico, where the organization is based, where its principal place of business is located and, if a corporation, where it is incorporated.

Each Offeror shall name a primary contact and contact information of the person whom the County may contact for clarification or for further information.

B. BIND THE OFFEROR. Each Offeror shall identify, by title and/or position, the person authorized by the organization to enter into a Contract with the County. That person shall sign the proposal. If written authority exists (such as corporate minutes), a copy of that document shall be attached. The Proposal shall bind the organization to complete the work described in the Proposal.

C. ACCEPTANCE OF TERMS. Each Proposal shall explicitly indicate the organization's acceptance of the terms and conditions set forth in this Request for Proposal, if awarded a contract. If the organization proposes alternative terms and conditions, it shall set each out with specificity in its Proposal. The County will not be obligated to accept any such terms and conditions and may consider submission of it to be an exception. Each Proposal shall also acknowledge receipt and acceptance of any and all amendments to this Request for Proposal.

SECTION 2. REQUIRED FORMS.

The following forms are required and must be signed by an authorized representative, when applicable.

- A. Proposal of Offeror Form. Offeror shall acknowledge receipt and acceptance of any and all addendums.
- B. Offeror's Cost Proposal for Correctional Food Management Services
- C. Commissary Sample Item List with Pricing
- D. Current Certificate of Insurance.
- E. Campaign Contributions Disclosure Form.
- F. New Mexico In-State Resident/Native American Business/Veteran's /Native American Veteran's Certificate

SECTION 3. RESPONSE TO SCOPE OF SERVICES.

Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. The Offeror's Proposal must be as specific as possible.

- 1) INTRODUCTION AND BACKGROUND. Each Offeror shall provide an Overview of current and prior experience in work comparable to the scope of services required in this Request for Proposals.
- 2) QUALIFICATIONS OF PRINCIPAL PERSONNEL. Background, qualifications, education, training and years of experience of key personnel to be involved in these services shall be included. Identify special skills or strengths of key personnel. Included qualifications for any subcontractor the Offeror has indicated to be part of this Response to Proposal. Include all areas of work that is to be performed by the subcontractor(s).

- 3) **REFERENCES.** Provide a listing of three (3) clients (i.e., clients to whom the same type of services have been provided to in a similar environment and/or facilities). The listing shall include current clients for which services have been provided to within the past three (3) years, and of former clients who are no longer being provided services for, along with each client's contact person(s) and telephone number(s). The County reserves the right to contact references/clients for verification and pertinent information.
- 4) **RESPONSE TO SPECIFICATIONS AND REQUIREMENTS.** Each Proposal shall contain a written response to the specifications and requirements as identified throughout this Request for Proposal, including a response to other items identified in the Evaluation/Award section. If an Offeror is unable to provide an item or service, which is required by the specifications, it shall take written exception to the specification. The Offeror's Proposal must be as specific as possible.
Offerors shall include salary schedules for their staff.
- 5) **CUSTOMER SERVICE/ADDITIONAL SERVICES.** Each Offeror shall provide information relative to their ability to provide customer service and account representation, as well as an overview of any additional services such as cost containment practices, and organizational tools, etc.
- 6) **OTHER SUPPORTING OR RESOURCE MATERIAL.** Offerors are encouraged to thoroughly describe any other value-added services they feel that may contribute to the success of the project.
- 7) **COST OFFER.** Each Offeror's proposal shall include a Cost Offer along with its Proposal Offer, commensurate with the services and options as required under this solicitation.
- 8) **IN-STATE RESIDENT / NATIVE AMERICAN PREFERENCE.**
Pursuant to section 13-1-21 NMSA 1978, to be considered for the 8% resident / Native American preference, the Offeror shall include its in-state resident preference number and a copy of the Certificate provided to it by the New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951
- 9) **RESIDENT VETERANS / NATIVE AMERICAN VETERANS PREFERENCE.**
Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 to be eligible for the 10% resident veterans / Native American veteran's preference, the Offeror shall include a copy of the resident veteran's preference Certificate provided to the Offeror by the New Mexico Taxation and Revenue Department. This preference is separate from the in-state preference and is not cumulative with that preference.

All Offerors/Contractors may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

CRITERIA.

POINTS.

New Mexico Business/Veterans Preference

+10% of Total Points

Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

FOOD MANAGEMENT SERVICES

SCOPE OF SERVICES

The purpose of this Request for Proposal is to solicit offers and select an experienced and competent Offeror (Contractor) for operation and provision of a food management service program for the detainees in the San Juan County Adult Detention Center, located at 871 Andrea Drive, Farmington, New Mexico, the Juvenile Services Facility located at 851 Andrea Drive, Farmington, New Mexico, and the Alternative Sentencing Facility located at 1006 Municipal Drive, Farmington, New Mexico.

SPECIFICATIONS AND REQUIREMENTS

***The Offeror's Proposal must be as specific as possible and address the following specifications and requirements.**

Currently all food is prepared at the Adult Detention Center and the Juvenile Services Facility and delivered to the Alternative Sentencing Facility.

The Offer to be considered by the County under this solicitation, will be based on preparation of meals at the Adult Detention Center and the Juvenile Services Center. The Juvenile Services Center requires service to two separate locations, with one served directly from Juvenile Services on steam tables to Building E (Crisis Shelter / Residential Treatment Center). Contractor shall have the ability to transport meals to Building E by way of a vehicle. Meals will be delivered to the Alternative Sentencing Facility from the Adult Detention Center. Pricing offered under the primary requirement of this solicitation will be based on the Menus attached hereto as Attachments "A", "B", and "C".

Menus for both the Adult Detention Center (includes Alternative Sentencing), and the Juvenile Services Center are attached hereto as **Attachment "A"**- Sack Lunch Menu for the Adult Detention Center and Alternative Sentencing Facility, **Attachment "B"**- **Eight Week Meal Menu** for the Adult Detention Center and Alternative Sentencing Facility, and **Attachment "C"**- Four Week Meal Menu for the Juvenile Services Center. **For the purposes of this Request for Proposals, no changes or substitutions will be tolerated.**

Please note however that Detainee Labor will not be available at the Juvenile Services Facility.

Form "1" (page 34) is being provided and is attached hereto and shall be used for each Offeror's submission of the cost offer:

COMMENCEMENT OF SERVICES.

Commencement of services under the contract awarded as a result of this solicitation is crucial. ***Each Offer must describe its ability to staff up, start up, and manage the program.***

CONTRACT TERM.

The *primary term* of the proposed contract awarded as a result of this solicitation will become effective on **December 1, 2024** and end on **November 30, 2025**. Upon mutual agreement of the parties, the contract may be renewed up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years pursuant to Section 13-1-150 N.M.S.A. The contract may also be renewed for a period less than one full year.

CONTRACT TERMINATION.

This Contract is subject to termination by San Juan County for non-funding pursuant to the Bateman Act, N.M.S.A. 1978 6-6-11. The County's decision as to whether sufficient appropriations or authorizations are or have been made, or have been discontinued, shall be final.

In the event of a breach on any provision of the Agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the Agreement or take other steps, as it deems necessary. Any Contract awarded as a result of this solicitation shall be non-exclusive.

Additionally, the County reserves the right to cancel the contract at any time, for any reason, without penalty, by giving at least thirty (30) days written notice to the Contractor. Written notice shall be deemed delivered when deposited in the United States Mail and certified.

PRICE ADJUSTMENTS FOR ADDITIONAL YEAR TERMS.

Pricing which is offered pursuant to this solicitation shall be firm and fixed during the initial term of the agreement.

The Contractors meal prices will be in effect for twelve (12) months from the start date of the contract.

For each annual renewal, price adjustments may be considered. Upon written request of the Contractor, and by mutual agreement of the parties, the contract prices may be renegotiated, prior to the end of the one-year term. This request must be submitted in writing, along with documented reasons for the increase, and shall be submitted to the Central Purchasing Office, not later than sixty (60) days prior to the expiration of the current term. The Central Purchasing Office shall notify the Contractor, in writing, of the County's acceptance and/or rejection of the requested price increase.

The price adjustment, if requested, shall not exceed the annual average change in the **Consumer Price Index (CPI) (All Urban Consumers, Mountain), Food and Beverage Index No #'s CUUR0480SAF, as published by the U.S. Department of Labor.**

INDEPENDENT CONTRACTOR.

The Contractor and its employees, servants and agents shall be considered for purposes of this agreement to be an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The County will not supervise or regulate the Contractor in the day-to-day performance of this Agreement. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of County vehicles or any other benefits afforded to employees of the County. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

QUALIFICATIONS OF THE OFFEROR.

Each Offeror shall respond to the following minimum qualifications which must be met:

1. The Offeror must be organized for the purpose of providing Food Service Management within correctional facilities and must have five (5) years previous experience with proven effectiveness providing on-site services. A list of **ALL** food service management service contracts held in New Mexico for the past three (3) years should be included in the Offeror's response. The list should include the name of the facility, address, facility size, contact person and phone.
2. The Offeror shall provide their company's last two (2) years of Annual Reports, as well as Dunn & Bradstreet rating information. Include the size of the company, years in business, number of accounts and corporate affiliations if any.
3. The Offeror must have a proven ability for an immediate contract start-up as evidenced by past performance and current resources and personnel and will be required to demonstrate their ability to start-up and manage the proposed food management service program within a thirty (30) day period after the Contract is awarded.
4. The Offeror must furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
5. The Offeror shall provide a detailed summary of their approach to personnel management, including supervision, training, and staffing.
6. The Offeror must furnish evidence of a satisfactory performance record for at least three jails or detention centers, similar in size and complexity to San Juan County, or larger and a record of integrity and business ethics.

The Offeror shall be skilled, experienced, knowledgeable, financially solvent, and fully capable of providing the services required under this proposal. The Contractor shall have sufficient ability, capital, facilities, and staffing to enable successful and proper execution of the required services and shall perform its work with that standard of care, skill and diligence normally provided by a professional organization in the performance of similar services. The food management services proposed by the Offeror shall be comprehensive and shall meet and comply with all applicable Federal, State, and local laws, codes, ordinances, rules, regulations, and standards. The successful Offeror and their staff shall have and maintain all applicable certificates and licensing as required by the State of New Mexico and any other applicable regulatory agency.

Each Offeror shall submit detailed information that clearly explains and demonstrates its ability to provide the services in a safe, efficient, timely and professional manner.

A. SECURITY.

The contractor shall exercise security measures consistent with San Juan County Institution Facility rules and policies.

1. **Search of Contractor's Vehicles and Staff.**

The Contractor will be performing work in a detention facility and shall therefore be subject to the rules, regulations, directives and bulletins of the facility. The Contractor's staff and vehicles may be subject to search while on the premises. The Contractor shall be responsible for informing the Contractor's staff of the possibility of such searches, and shall inform staff of the consequences of trafficking in contraband, drugs or other illegal activities while on the premises.

2. Access To and From Facilities / Prisoner Contact.

The Contractor and staff shall utilize designated exits and entries into the San Juan County Detention Facilities and shall be required to sign in and out and shall be required to wear such identification badges and uniforms as San Juan County deems necessary while on the premises.

The Contractor's employees may not bring visitors into any detention facility. No visitors will be allowed without the express permission of the Facility Administrator, or the Administrator's Designee.

San Juan County reserves the right to restrict access to any and all of the Detention Facilities or require immediate removal of any person(s) without prior notification.

Any San Juan County employee, whether considered to be full-time, part-time, permanent or temporary status, and who is terminated by the County for any reason, cannot be rehired by the Contractor within the first six (6) months after said termination.

The Contractor's employees shall have no social contact with detainees or detainee's families while on the premises.

Each Offeror shall include within its proposal offer, sections of operations manuals that address security to exemplify their understandings of this factor.

B. ACCESS TO KEYS.

The Contractor is responsible for control of keys obtained from San Juan County, the Adult Detention Center, the Juvenile Services Center and the Alternative Sentencing Center. The Contractor is also responsible for the security of those areas for which and when the Contractor's representatives use keys.

The Contractor shall be responsible for immediately reporting to the Facility Administrator all of the facts relating to losses incurred as a result of break-ins, vandalism, and or any other similar occurrences to areas of the Detention Facility to which the Contractor has been given access.

A full set of all keys used by Contractor for any keyed lock installed in any San Juan County Detention Facility by the Contractor will be provided to the Administrator of the Detention Facility.

1. Replacement of Keys and Lock Cylinders.

The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of loss of keys by the Contractor or its employees.

The Contractor will be responsible for all new re-keying and replacement of lock cylinders at the time the Contractor assumes responsibility for the kitchen and its related storage and/or adjoining rooms.

C. LOCKDOWN PROCEDURES

The Contractor shall maintain dietary operations during a lockdown situation. The Contractor shall be responsible for all preparation, delivery and supervision of meals at the San Juan County Adult Detention Center or any other site as specified by the Adult Detention Center Administrator, or his designee.

1. Advance Notification of Lockdown Situation.

If possible, prior notification of a lockdown situation shall be given to the Contractor. Lockdowns may affect the entire population or any housing unit or portion of a housing unit. When the lockdown is limited in size and scope, there will be an effort to serve the standard meal. Where this becomes unreasonable, for whatever reason, the Contractor will serve the special lockdown menu.

2. Lockdown and Utility Outage Supplies – Consumable & Non-Consumable.

The Contractor shall have on hand menu items that can be utilized during a lockdown situation and/or absence of utility service. The sample menu for a lockdown situation shall cover a period of five (5) days; the sample menu for absence of utilities shall cover a period of three (3) days. The Contractor shall maintain enough supplies on premises to serve meals for a five (5) day period. These supplies shall be rotated on a regular basis to prevent staleness and shall be stored in a separate area, marked with the proper designations.

The Contractor shall provide to the Administrator of each Detention Facility a copy of its *Emergency Food Preparedness Plan*.

3. Distribution of Service of Meals during Lockdown and Utility Outage Situation.

Meals shall be prepared and proportioned by the Contractor's personnel during a lockdown. Both Contractor and San Juan County personnel shall transport meals to living units. The Contractor's staff and San Juan County personnel shall supervise serving of meals. Return of all dietary equipment shall be by Contractor and San Juan County Personnel. Operations, supervision and sanitation of the kitchen areas inside and outside shall be the responsibility of the Contractor.

4. Extended Lockdowns and/or Interruption of Utility Service.

The Contractor shall keep in stock, on-site, appropriate containers, utensils, and flatware for at least a five (5) day lockdown situation and/or a three (3) day period without utilities.

5. Contractor Performance during Lockdown and Emergency Conditions.

The Contractor shall remain responsible for providing dietary services in the event of work stoppage or slowdown by Contractor personnel or by detainees or in the event of kitchen closing by Health Department.

In the case of emergencies or unusual events, all employees of the Contractor located on site shall be subject to direction of the **Shift Supervisor**.

D. CONTRACTOR PERFORMANCE – HEALTH DEPARTMENT.

The Contractor shall maintain a "Satisfactory" rating from the Health Department at all times. In the event that conditional or unsatisfactory inspection ratings are imposed the Contractor will take immediate action to correct any and all violations. The Contractor will remain responsible for providing all aspects of the dietary service at its sole expense as outlined in these specifications from alternative sources complying with all Health Department requirements.

In the event that a "Conditional" or "Unsatisfactory" rating is imposed due to any act or omission by the Contractor, its officers, agent or employees, the County reserves the right not to pay for meals served while the Conditional or Unsatisfactory ratings are in place and to otherwise provide for meals at Contractor's expense until the problem is corrected.

E. PERSONNEL, EMPLOYMENT PRACTICES, STAFFING AND SCHEDULES.

The Contractor shall provide all management staff for complete operation of food services at San Juan County. The Contractor shall provide sufficient staff to provide food service and supervise detainees assigned to assist in preparation of meals. Additionally, the main ("meat") dish of every meal of every day will be served by a Contractor's employee. Failure to comply with this requirement will result in forfeiture of the meal's cost to the detention center. Contractor shall provide adequate management and supervision of all shifts, seven (7) days per week, 365 days per year and 366 days per year during a Leap Year, on a schedule to be approved by San Juan County.

1. A **Food Service Manager** shall be on duty each day, and shall be on-call twenty-four (24) hours per day. The Food Service Manager shall provide administrative backup for on-duty Contractor staff and be available for contact by the County officials.
2. Two contract staff are required to be on the floor at all times when detainees are present in the kitchen. Each of these staff will be required to carry a facility issued handheld radio.
3. A **Registered Dietician** shall be available to calculate the medical diets ordered by the County physician. All meals served must be from dietitian pre-approved menus. Copies of all meal menus must be submitted to the Facility Administrators seven (7) days prior to implementation.

The Offeror's Dietitian shall be both registered and licensed to practice in New Mexico and said Dietitian's credentials and ADA number shall be included with the Offeror's Proposal.

F. QUALIFICATIONS OF MANAGEMENT STAFF AND OTHER EMPLOYEES.

The Contractor shall provide a trained Food Service Manager with experience in similar institutions who shall work with the Adult Detention Center, Alternative Sentencing Division and Juvenile Services Center. Employment of the Managers and all other employees of the Contractor at the San Juan County Adult Detention Center, Alternative Sentencing Division and Juvenile Services Center must successfully complete a background investigation conducted by the San Juan County Adult Detention Center and Juvenile Services Center before being allowed to work at any of the three facilities. If a background check is unacceptable in the opinion of the Warden of the Detention Center, Alternative Sentencing Administrator and/or Juvenile Administrator, that person shall not be permitted on the premises.

1. Training and Orientation of Employees.

The Contractor shall ensure that all of the Contractors' staff are trained regarding the policies and procedures, rules and regulations of the San Juan County and each Detention Facility.

The Contractor shall distribute a written job description to each member of the Contractor's staff that clearly

delineates his/her assigned responsibilities. The Contractor shall provide a copy of the job descriptions to each Detention Facility Administrator.

All staff provided by the Contractor assigned to work at the Adult Detention Center shall be required to attend an orientation program provided by the San Juan County Adult Detention Center, at mutually agreed upon time so as to not disrupt the food service operation. Attendance at the orientation program shall in no case occur later than thirty (30) days from the Contractor employee's date of hire.

All contract personnel will attend and successfully complete the SJCADC training as it relates to Security and Operations of the facility. Training will be completed within the first 30 days of employment unless specifically waived in writing by the Administrator or his/her designee. It shall be the responsibility of the Contractor's management to make the request for waiver in writing.

Each Offeror shall provide said job descriptions to San Juan County along with their Proposal.

2. In-Service Training.

The Contractor shall provide, on an annual basis, complete health educational training for food service laborers. The training program shall include, but is not limited to, the following:

Food handling, including bacterial contamination, chemicals, insects, rodents and parasites, proper sanitation procedures and relevant laws.

Any mandatory or annual training required by the Public Education Department National School Lunch Program.

Comply with New Mexico Association of Counties Adult Detention Standards, U.S. Marshal Service Detention Standards for Food Handling. (Including appropriate inspection record keeping).

Each Offeror shall include within their Proposal Offer, the resume of the Food Service Manager who will be an on-site manager at the San Juan County detention facilities as well as resumes of other staff. The resumes shall detail qualifications and prior work experience of all aforementioned personnel. If at the time the Offeror's Proposal is submitted, and this position is vacant, the Offeror must submit a detailed Position Description to exemplify the qualifications of the individual who will subsequently be hired.

G. POLICIES AND PROCEDURES.

All employees of the Contractor shall be obligated to adhere to the policies and procedures of the San Juan County Adult Detention Center, Juvenile Service Center and the Alternative Sentencing Center. The Contractor shall provide to each Detention Facility's Administrator a complete copy of the Contractor's policies and procedures regarding each of the San Juan County Detention Facilities and general operation. These policies and procedures shall be submitted within thirty (30) days from assuming kitchen operations.

H. DETAINEE LABOR.

The San Juan County Adult Detention Center shall provide detainee laborers to assist in food preparations and service, sanitation and other activities *at the Adult Detention Center only*. All detainees utilized by the Contractor shall receive a minimum of two (2) hours training and certification in food handling prior to being assigned any work in the kitchen. Additionally, at no time will detainee labor be allowed to prepare meals, however, detainee labor can assist in its preparation. Additionally, the only power equipment allowed to be used by detainee labor will be the dishwasher. The Contractor shall be responsible for documenting on specified forms and notifying security personnel of any rule violations by detainees working in the food service facility. The security personnel shall be responsible for taking the necessary steps for disciplinary action, where appropriate. The Contractor shall have the right to request the facility's shift supervisor to remove detainee laborers from assignment to food service for reasonable cause. The number of detainees laborers utilized shall be reasonable and mutually agreed upon by San Juan County and the Contractor.

The Contractor agrees that in the event it is unsuccessful in using detainees labor, the Contractor may not assert any inability to perform the contract on that basis, nor may a Contractor allege breach against San Juan County for Contractor's failure in that regard. The County makes no guarantee concerning the qualifications and/or abilities or the number of detainees to be provided to the Contractor.

The Contractor agrees to have contingency plans in place related to staffing and menus to address a shortage of detainee laborers due to unforeseen circumstances, whether operational or organic in nature, such as the COVID-19 Pandemic or any other catastrophic event.

1. Incentive Payments to Detainee Laborers.

The Contractor will not be permitted to provide incentives to the detainee laborers.

I. PRE-MEAL PREPARATION.

The Contractor shall be responsible for preparation/set-up of serving locations and table prior to meal as may be

required by the food delivery system used. All final preparation shall be done not more than two (2) hours prior to serving time for the meals.

J. NUTRITIONAL QUALITY OF MEALS.

All requirements in these specifications shall be determined by the most current information available from the Food and Nutrition Board, National Academy of Sciences-National Research Board. In the event of a discrepancy between requirements in these specifications and requirements of the National Research Board, the requirements specifying the greater nutritional value shall hold.

***The Contractor selected for award of a contract under this solicitation must provide quality meals that exceed 3,000 calories per day per detainee.**

****The Alternative Sentencing Facility meals follow the same menu plan as provided for the Adult Detention Center.**

****Nutrition requirements for the Juvenile Service Center are specified within the Juvenile Service Center section of this document.**

1. Certification of Nutritional Adequacy/Recipes.

All menus shall be reviewed and certified as to nutritional adequacy and compliance with specifications by a registered dietitian licensed in New Mexico provided by the Contractor. The Contractor shall provide a nutrient analysis and cooked weight (volume) for each serving size portion, and recipes for every menu item. Prior to start-up of service, all recipes must be computer expanded as appropriate for the size of the population and, upon request, submitted to all three Facility Administrators.

*The Contractor shall provide a nutrient analysis of all menu items. Recipes will be made available to the Facility Administrators upon request. This information will be handled in a confidential manner.

2. Inspection of Kitchen Facilities and Food.

The County will inspect daily the food items or meals, food storage areas, food preparation areas, serving areas, and may test food or material to determine compliance with the specifications contained in these specifications or in an approved menu daily.

A monthly comprehensive inspection of the Adult Detention Center, Alternative Sentencing Division and Juvenile Services Center will be conducted and submitted to the Facility Administrators.

3. Health Standards and Cleanliness.

The Contractor shall meet County Health Department standards and State Health regulations, including those for cleanliness at all times. It is the Contractor's daily responsibility to keep the entire kitchen, staff dining room, equipment, (including staff beverage dispensers) storage rooms, trash area, individual serving areas and all other relevant areas, clean and in a sanitary condition. The Contractor shall be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the Contractor.

The Contractor shall develop and maintain a cleaning schedule showing work completion dates for cleaning all equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers as a record for compliance with these requirements. Daily, weekly and monthly sanitation reports shall be submitted to the Adult Detention Administrator and Juvenile Facility Administrator.

The Contractor shall be responsible for obtaining and maintaining the New Mexico Environment Department Food Establishment-Institution permit.

K. SERVING MEALS.

The Contractor will supply serving trays, disposable sporks, and all other such supplies needed for the serving of meals to detainees in all detention center locations as anticipated in these specifications. The Contractor will provide Styrofoam food trays and cups.

The Contractor shall provide suggested methods of transportation of food trays from the kitchen to the facilities, in a timely manner. These methods may include the current method of transportation being used or more creative and efficient alternatives.

The Contractor shall provide an electronic record system with the ability to interface with the facility medical contractor (ability to send and receive emails from the facility medical contractor) which delineates those special diet meals for detainees. All special dietary meals records will be available for immediate inspection by the facility administrator or his/her designee. Meals shall be marked with clear and obvious markings so the person taking the meal shall know that his/her special dietary needs are being fulfilled.

***The Juvenile Service Center operates in the "served" atmosphere.**

L. SERVING TEMPERATURES OF FOOD.

Food shall be served at a minimum of 140 degrees (Fahrenheit) for hot foods and a maximum of 40 degrees

(Fahrenheit) for cold foods.

1. Determination of Sufficient Meal Quantities.

The Contractor shall be responsible for determining the appropriate number of meals to be prepared. The Contractor shall provide sufficient meals for all detainees and guests approved by Facility Administrators who wish to eat according to the approved menu schedule. Failure to serve the approved menu is very disruptive to the operations of the facility and as a result, running out of the approved menu items cannot be accepted. If the Contractor runs out of the approved menu items and substitute food items must be served, **the entire meal will be at no cost to the facility.**

M. REQUIRED RECORD KEEPING.

The Contractor shall maintain, for the aforementioned facilities, the following records that shall be made available upon request to San Juan County. Wherever possible the Contractor shall prepare the actual reports required by other agencies.

- A current staff chart and work schedule for all employees.
- A complete job description, in writing, for all positions and detainee assignments.
- Records of all staff and detainees to include days worked and absences. This report shall be prepared daily by 8 a.m.
- **Daily records documenting the testing of serving areas, foods, temperatures of foods, refrigeration and food service, and sanitation and any other records necessary to meet health care standards.**
- Maintain for 24 hours a sample meal of each meal served.
- Detainee worker evaluation forms as detailed in these specifications
- Security and incident reports.
- All forms used by any of the three facilities will be completed and returned within twenty-four (24) hours of occurrence.

N. INTERRUPTION OF FOOD SERVICE.

The Contractor shall provide all specific meal service for detainees and guests, regardless of holidays, weather conditions, work stoppages or any other adverse or emergent condition that shall occur.

If, for any reason, the Contractor fails to provide food service, the County shall obtain the required meal(s) from the most expedient source and Contractor shall be responsible for any and all reasonable charges incurred by the County for said food service.

All surplus commodities acquired through San Juan County must be delivered and used at the same site for which they are ordered. They must be stored in a manner that distinguishes them from other commodities.

O. EXPENDABLE SUPPLIES EXCLUDING FOOD.

The Contractor shall be responsible for providing paper goods and cleaning supplies for the food service program. The Contractor shall be responsible for the proper storage and control of those items to prevent any theft, damage, infestation or other loss. All office supplies necessary for operation and management shall be provided by the Contractor except those forms required by the Facility.

P. FOOD SERVICE EQUIPMENT AND PERIPHERAL SUPPLIES.

The Contractor will have full use of the kitchen equipment owned by the County Adult Detention Center and Juvenile Services Center. The Contractor will have the right (subject to written authorization from the County) to install any new equipment needed for efficient operations. All new equipment installed shall become the property of the County upon installation.

The Contractor will provide and maintain the beverage machine located in the Adult Detention Center's employee break room.

The Contractor shall, at its own expense, maintain and repair all food service equipment in use, and any new equipment installed during the course of the contract.

San Juan County will provide one (1) County phone with local calls-only capability at the Adult Detention Center and at the Juvenile Services Center.

1. Quality Control Plan.

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of the Contractor are met. An updated copy must be submitted to the Detention Center Administrators or designees

within two (2) weeks prior to start of service and as changes occur. The original plan and any future amendments shall include, but be limited to, the following:

- a. An inspection system covering all the services required by these specifications.
- b. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- c. A file of all inspections conducted by the Contractor and, where necessary, the corrective action taken. This documentation shall be available as requested by the County during the term of the Contractor.
- d. Methods for ensuring uninterrupted service in the event of a strike or other work stoppage.

The quality control plan shall be submitted as part of the Offeror's Proposal.

Q. STANDARDS.

The Contractor shall assure that the entire food service operation is in compliance with the Manual of Standards for San Juan County Facilities and any and all other pertinent Federal, State, or local laws or regulations.

The Contractor shall assure that all record keeping shall be in compliance with all Federal, State, County, and local laws when and where applicable.

ADDITIONAL FACILITY REQUIREMENTS

ADULT DETENTION CENTER

The County maintains an Adult Detention Center housing approximately 700 detainees.

FACILITY STAFFING REQUIREMENTS

| <u>POSITION</u> | <u>HOURS PER WEEK</u> | <u>REQUIREMENTS</u> |
|-------------------------|-----------------------|-------------------------------------|
| Food Service Director | 40 (Monday – Sunday) | On Call 24/7 |
| Assistant Floor Manager | 40 (Monday – Sunday) | 7 day a week coverage re management |
| Cooks – 2 per shift | 40 (7 days a week) | Preparation of meals, supervise |
| 1 – Trainer/Paperwork | 40 (Monday – Friday) | Train detainees & sanitation |

The Contractor will ensure that a **Food Service Manager is responsible for a 24/7 food service operation** to ensure that the quality and quantity of meals are met, and to ensure that the needs of a full service operational kitchen are met. In the event of absence of the Food Service Manager/Director, and replacement is not made by another Food Service Manager/Director, the County shall not be responsible for those wages and further, shall be reimbursed or given credit, from the monthly food service invoice.

If the Food Service Manager/Director is replaced, the Contractor will notify the Facility Administrator immediately.

A. MENU SPECIFICATIONS.

The San Juan County time tested nutritious eight-week menu is certified by a dietitian. This menu provides quality meals that exceed 3000 calories per day. ***The approved eight week menu is included and is attached hereto as Attachment "B".*** Contractor will provide separate Diabetic, Kosher, Medical or Religious menus certified by a "Board Certified Dietitian."

No substitutions or changes will be allowed. An Offeror submitting an alternate menu or changes to the approved menu will be deemed non-responsive and the Offer shall be returned.

B. MEAL SCHEDULE.

The Contractor must be able to provide detainee meal services under the following conditions:

1. Prepare for the Adult Detention Center at 871 Andrea Dr., Farmington, New Mexico, three (3) meals per detainee, seven (7) days per week, according to the following schedule:
 - a. **BREAKFAST (Hot)** is served at 6:00 a.m.
 - b. **LUNCH (Hot)** is served at 12:00 p.m. (noon)
 - c. **DINNER (Hot)** is served at 5:00 p.m.

These meal times are established and subject to change by the Adult Detention Center Administrator.

The Contractor will be allowed full use of the County Detention Center kitchen including all presently available equipment. Cost of utilities used in the preparation of meals at the County Kitchen shall be borne by San Juan County.

C. DIETARY MEAL CONDITIONS / REQUIREMENTS.

1. Accommodation of Religious Dietary Laws.

Some detainee entrees must be pork-free. In such cases, the Adult Detention Center Administrator, or his designee, shall designate detainees to be served an alternate main entrée.

2. Medical Diets.

The Contractor shall prepare and serve all medical diets (to include diabetic snacks) and shall ensure that the menu prepared is in compliance with San Juan County physicians' orders.

Where possible, the menu for the day shall be modified to accommodate medical diets. When this is not feasible, medical diets shall be prepared separately. Medical diets shall be served during normal hours in the manner specified by the physician. Arrangement shall be made to provide meals beyond the scheduled meals hours, (to include diabetic diets) when so ordered by the physician. The Contractor shall maintain complete records showing which detainees are to be provided medical diets, and content of the diet.

Copies shall be submitted to the Detention Center Administrator or his designee upon request. The County shall provide written documentation of physicians' orders to the Contractor.

Each Offeror shall provide, with their Offer, an outline of their preparation, distribution, and documentation procedures, for medical diets to be provided to the correction facilities of San Juan County.

3. Special Diets/Diets Manuals – Medical and Religious.

Medical diet meals, such as diabetic meals, shall be prepared by Contractor as ordered by medical staff. The Adult Detention Center Administrator may also request non-medical special diets. Contractor shall consult with its own Registered Dietitian or Food Services Manager to ensure that appropriate diet requirements are met. Contractor shall not be required to furnish any special diet that requires continual on-site supervision by a dietitian or nutritional specialist. Contractor must maintain an up-to-date regular and medical diet manual pre-tested in correctional institutions at work site. Diets to be covered include liquid low sodium, low fat, calorie restricted, diabetic, soft-bland diets and others as required.

Each Offeror shall provide, with their Offer, the Table of Contents of the diet manual.

4. Sack or Bag Lunches.

The Contractor shall prepare and provide sack (bag) lunches for detainees, who are in court or on work details. The sack (bag) lunch shall consist of two (2) sandwiches containing a minimum of 6 oz. of meat equivalent, (4) bread, (1) piece of fruit, (1) dessert, one (1) package of chips and a 12 to 20 ounce beverage. The Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition.

Currently the work crews sack lunch contains a small drink container of a selected beverage. "Kool-Aid" or another form of a powdered drink mix is acceptable. Milk is acceptable, but requires refrigeration during the heat of the day. Contractor may provide a cold drink, in whatever container is necessary, to allow several detainees enough beverages to facilitate any issues concerning hydration (12 to 20 oz per detainee).

(See attachment "A" for a sack lunch menu)

5. Specifications for All Raw Food.

The Contractor shall ensure that all raw food used for meals shall meet the following specifications:

- 100% Beef, Veal, Lamb – U.S.D.A. Inspected
- Poultry – U.S.D.A. Grade A No. 1
- Eggs and Dairy Products – U.S.D.A. Grade A
- Frozen Foods – U.S.D.A. Grade A
- Milk – 2% or Low Fat or powdered concentrate which is U.S.D.A. approved.

In addition, ground meat shall contain no more than six percent (6%) dry soy.

D. AFTER MEAL CLEAN-UP.

The Contractor shall clean the kitchen and food areas that are not an integral part of the living units. Detainee workers on each appropriate floor shall clean pantries following the serving of each meal.

All pots and pans, dishes, utensils, and flatware are to be washed at a temperature of from 140 degrees (Fahrenheit) to 160 degrees (Fahrenheit). Final rinse temperature is to be 180 degrees (Fahrenheit) or a sanitizing agent is to be used. Contractor is responsible for all cleaning and sanitizing agents to be used.

The Contractor will be responsible for ensuring on a daily basis that all temperatures are within the required guidelines.

All meal trays, work areas, worktables, sinks, stoves, ovens and mixers must be washed, scrubbed and sanitized after each shift usage.

The Contractor shall remove trash and garbage from units, pantries and all other areas served by the Contractor within one hour after completion of food service. The Contractor shall remove all trash and garbage to the facility trash site, store in impervious containers, and the trash site cleaned. The County will be responsible for actual removal of all trash and garbage from the facility trash site.

The Contractor will be responsible for contacting the shift supervisor when trash needs to be removed from the kitchen. An officer must be present to supervise detainees exiting the secure facility.

ALTERNATIVE SENTENCING

The County maintains an Alternative Sentencing Facility.

The number of meals per day may vary from 90 to 255.

FACILITY STAFFING REQUIREMENTS.

The Contractor must be able to provide detainee meal services under the following conditions:

Prepare meals from the County Adult Detention Center at 871 Andrea Drive, Farmington, New Mexico and transport meals to the Alternative Sentencing Facility at 1006 Municipal Drive, Farmington, New Mexico three (3) meals per detainee, seven (7) days per week, according to the following schedule:

BREAKFAST is served at 7:00 a.m.

LUNCH is served at 12:00 noon

DINNER is served at 5:00 p.m.

The meal times are established and subject to change by the Alternative Sentencing Facility Administrator in coordination with the Adult Detention Center Administrator.

Sack lunches for Alternative Sentencing will be provided upon request.

Each Offeror shall identify within the Proposal Offer, the individuals and vehicles to be used to accommodate this requirement, if awarded a contract under this solicitation.

JUVENILE SERVICES CENTER

The County maintains a Juvenile Services Center housing approximately 65 juveniles on average. The number of meals per day is approximately 166.

FACILITY STAFFING AND SERVING REQUIREMENTS.

The Contractor must be able to provide detainee meal services under the following conditions:

The Contractor shall provide a total of three (3) meals per day at times specified by the Juvenile Services Center and one (1) afternoon snack 7 days a week. Contractor shall have the ability to transport meals to Building E (Crisis Shelter and Residential Treatment Center) by way of vehicle. Meal Schedules and Staffing Requirements are listed below:

All Contractor employees must complete all background screening prior to authorizing staff or consultants to perform services for the Juvenile Facility. Contractor shall reimburse the County for all costs related to CYFD background clearances for their staff.

The awarded Contractor shall take the affirmative steps, per 2 CRF 200.321 to assure when subconsultants are hired that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Each Offeror shall identify within the Proposal Offer, the individuals and vehicles to be used to accommodate this requirement, if awarded a contract under this solicitation.

| Approximate Meal Times | |
|---|---|
| Breakfast: | 7:00 a.m. to 8:30 a.m. |
| Lunch: | 12:00 p.m. to 1:30 p.m. |
| Dinner: | 5:00 p.m. to 6:30 p.m. |
| Snack: | 2:00 p.m. every day. <i>Snacks shall alternate between fruit and cookies, crackers and cheese, or crackers and peanut butter.</i> |
| Approximate Staff Ratio (Depending on Option Selected) | |
| Mgmt: | 1 Kitchen Manager (40 hours per week/on-call 24/7 for emergencies) |
| a.m. shift: | 5:00 a.m. to 1:00 p.m. (Monday – Sunday) |
| p.m. shift: | 11:30 a.m. to 7:30 p.m. (Monday – Sunday) |
| Approximate Monthly Meal Count | |
| Meals: | Minimum Meals Per Day: 105 Maximum Meals Per Day: 206 Average Meals Per Day: 166 |
| Snacks: | 1,700 per month (to include any Medical Snacks for evenings) |

The meal times are established and subject to change by the Juvenile Services Center Administrator.

The Specifications and Requirements for serving the Juvenile Services Center shall include but are not limited to those requirements as listed in the Scope of Services beginning on page 8 of this solicitation.

Additional specifications and requirements pertaining to the specific needs of juveniles are listed below:

A. SPECIFICATIONS

1. The Contractor shall assure the dietary operation is in compliance with the Public Education Department National School Lunch Program, New Mexico Environment Department, Children, Youth & Families Department Juvenile Detention Standards, and San Juan County Juvenile Services Policies and Procedures.

B. STATE DEPARTMENT EDUCATION NUTRITION PROGRAM

1. The School Food Authority (SFA) (aka Juvenile Services Center) and Contractor shall comply with the most up to date regulatory requirements of the State Department of Education Student Nutrition Program. These requirements include:
 - a. The food service operation will be maintained in conformance with 7 CFR Parts 210, 215, 220, 245 and 250 and FCS instructions and policy.
 - b. The State of New Mexico will retain responsibility for all contractual agreements on behalf of the school nutrition program.
 - c. The SFA shall determine eligibility for free and reduced price meals in accordance with 7 CFR 245
 - d. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. 210.16(a)(4)
 - e. The State of New Mexico retains control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, (e.g., pricing for reimbursable meals, a la carte service, including vending machines and adult meals). (210.16 (a)(4)
 - f. The SFA shall retain title to USDA donated foods. 210.16(a)(6)
 - g. The SFA retains responsibility to ensure that all USDA donated foods made available to the FSMC, including processed donated foods, accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. This provision applies to any refunds received from processors must be retained by the SFA (210.16(a)(6)
 - h. The State of New Mexico retains responsibility for liability for the distribution, loss of, or damage to commodities caused by fault or negligence as well as the right of the SFA to assert claims against other

persons to whom donated foods are delivered for care, handling, or distributions. (7 CFR 250.12(b)(3)(4)

- i. The Contract is subject to review by the commodity distribution agency for compliance with the requirements of 7 CFR 250. (250.12(c)(2)
- j. The SFA shall retain responsibility for control of the quality, extent, and general nature of its food service and the prices to be charged the children for meals. (210.16(a)(4)
- k. No payment is to be made for meals that are spoiled or unwholesome at the time of delivery that do not meet detailed specifications as developed by the SFA for each food component or menu item specified in the meal pattern requirements of 7 CFR Part 210; or do not otherwise meet the requirements of the contract. No specific time limit allowed. (210.16(c)(3)
- l. Contracts are not permitted to contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income provision". 210.16(c)
- m. The SFA is responsible for maintaining all applicable health certification and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at SFA facilities. The FSMC will have state or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. 210.16(a)(7) and 210.16(c)(2)
- n. The SFA is responsible for monitoring the food service operation through periodic on-site visits to ensure that the food service is in conformance with program regulations. 210.16(a)(3)
- o. The SFA is responsible for establishing and maintaining an advisory board composed of parents, teachers, and students to assist in menu planning. If FSMC is involved with the advisory board, the SFA will identify the specific FSMC responsibilities. 210.16(a)(8), 210.12
- p. SFA's must include a 21-day-cycle menu developed in accordance with the meal pattern requirements specified in 7 CFR Part 210, in the RFP. If cycle menu is developed and submitted by the FSMC, it must be approved by Student Nutrition Programs Unit. 210.16(b)(1)
- q. The FSMC is responsible for maintaining all applicable health certification and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at SFA facilities. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. 210.16(a)(7) and 210.16(c)(2)
- r. The FSMC is required to adhere to the cycle menu for the first 21-days of meal service with changes thereafter made only with the approval of the SFA. 210.16(b)(1)
- s. In the offering of a la carte food service, the FSMC must agree to offer free, reduced price and full price reimbursable meals to all eligible children. 210.16(a)
- t. The SFA is responsible for ensuring that all USDA-donated foods received by the SFA and made available to the FSMC, including processed donated foods, accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. To the maximum extent possible the SFA and FSMC will utilize USDA-donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. This provision also applies to any refunds received from processors. The FMCS are not permitted to enter into subcontracts for further processing of USDA-donated foods on behalf of the SFA. 210.16(a)(6)
- u. The FSMC will adhere to record retention requirements, i.e., records must be retained for a period of 3 years after the SFA submits the final claim for reimbursement for the fiscal year for inspections and audit by representatives of the SFA, SA, USDA, and the Comptroller General, at any reasonable time and place. 210.23(c)

If audit findings have not been resolved, the records must be retained beyond the 3-year period for as long as required for the resolution of the issue raised by the audit. 210.16(c)(1)

Records (books, paper, documents, and records of the contractor), which are directly pertinent, must be made available to the Comptroller General, USDA, the SA and SFA, upon request for the purpose of making audit, examination, excerpts and transcriptions. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.h)

- v. The FSMC is responsible for maintaining records as the SFA will need to support its claim for reimbursement and must, at a minimum, report claim information to the SFA promptly at the end of each month and maintains such records as the SFA will need to support its claim for reimbursement and such records be made available to the SFA upon request. 210.16(c)(1)
- w. The FSMC must report the daily number of meals served by type and must retain records to support the SFA's claim for reimbursement for the daily number of meals served by type. 210.16(c)(1)
- x. The FSMC and the SFA will comply with all appropriate federal and state labor laws.
- y. The SFA and FSMC recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163)(OMB Circular No. A-102, Attachment O, paragraph 14.j)
- z. Where applicable, all contracts awarded by grantees and sub grantees in excess of \$2,500 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work

Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (OMB Circular No. A-102, Attachment O, paragraph 14f)

- aa. The SFA and FSMC agree to certification of compliance with the provisions of the following Acts and regulations as specified. (OMB Circular No. A-102, Attachment O, CFR Parts 3017 and 3018) Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Department of Labor Regulations. (OMB Circular No. A-102, Attachment O, paragraph 14.c)
- bb. The FSMC shall issue certification regarding debarment/suspension from participating in federal contracts/grants/awards. A new certification is also required for each renewal period. (7 CFR Part 3017)
- cc. Pursuant to 31 USC 1352 the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7 CFR Part 3018. A new certification is also required for each renewal period.(7 CFR Part 3018)
- dd. Pursuant to 31 USC 1352 the FSMC must submit a certification regarding lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (7 CFR Part 3018)
- ee. The FSMC will maintain compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use of under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The FSMC shall report violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).
- ff. The SFA shall adhere to the procurement standards specified in 7 CFR 210.21. (210.16(a)(1))
- gg. The FSMC will not use USDA-donated foods for special functions conducted outside the nonprofit school food service (e.g., catered meals).
- hh. Any silence, absence or omission from the contract document specifications concerning any point must be regarded as meaning that only best commercial practices are to prevail, and that only materials (food, supplies, etc.) And workmanship of a quality that would normally be specified by the SFA are to be used.
- ii. The FSMC will conform with all civil rights requirements applicable to the SFA. Compliance with the following, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b, and FCS Instruction 113-6, civil Rights Compliance and Enforcement in the School Nutrition Programs.
- jj. The FSMC will comply with the Buy American provisions under 7 CFR Part 250.
- kk. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of federal/state reviews/audits.
- ll. The FSMC accepts liability for any negligence on its part that results in loss of, improper use of, or damage to USDA-donated foods.
- mm. All FSMC records pertaining to the SFA should be maintained at the SFA while the contract is in effect, and preferably, for the required retention period.
- nn. The FSMC is responsible for nutrition education activities, as applicable.

C. FOOD QUALITY SPECIFICATION

A Four-Week Meal Menu is included as Attachment "C". Pricing shall include snacks. Examples of approved snacks are listed below.

San Juan County Juvenile Snack

Contractor shall provide afternoon snacks every afternoon. Snacks shall alternate between fruit and cookies, crackers and cheese, sandwich, or crackers and peanut butter consisting of the following items:

- a. One (1) meat sandwiches 1 oz. in portion per sandwich consisting of ham, turkey breast, corned beef, pastrami
- b. Whole grain or white bread
- c. One (1) apple, orange, banana, or any other seasonal fruit
- d. Daily whole milk or juices,
- e. Crackers and cheese 1.5 oz or crackers & peanut butter

1. The Contractor shall prepare nutritious and balanced meals of sufficient variety in terms of flavor, texture, and color with caloric values of approximately 3100 to 3500 calories per day. Daily protein consumption will be a minimum of 56 grams of high biological value (HBV) protein consumed at the rate of 12 HBV grams for breakfast, 22 HBV grams for lunch, and 22 HBV grams for dinner. HBV protein and the gram requirements directed specifically to the main entree for the meals. Daily food consumption must provide 18 milligrams of iron.
2. All menus must be reviewed and certified as to nutritional adequacy by a registered dietician provided by the Contractor to meet the requirements contained in menu specifications. The successful offer must provide a nutrient analysis and cooked weight (volume) for each serving size portion, for every menu item. A registered dietician must review menus on-site semi-annually to ensure adherence to all standards and requirements.
3. The Contractor shall prepare and serve a nutritious and balanced breakfast, lunch, and dinner each day at the time designated by the Juvenile Services Center consisting of the following food items:

D. DIETARY MEAL CONDITIONS AND REQUIREMENTS

1. The Contractor shall provide a proposed four (4) week menu with the proposal for the Juvenile Services Center. The Contractor shall provide menus for the Juvenile Services Center Administrator's approval two weeks prior to the services being rendered. Any deviation from the published menu will require the approval of the Juvenile Services Center Administrator or designee, in writing, at least twenty-four (24) hours prior to the change. Menus shall be based upon the recommendations and requirements of the USDA and National School Lunch Program.

The Contractor shall meet all regulatory changes made by the USDA School Lunch and Breakfast Program.

2. The Contractor shall provide the required substitute for the daily meal, any special diet or nutritional meals as requested by the Juvenile Services Center Administrator. The Contractor shall prepare and serve all medical diets, shall insure that the menu prepared is in compliance with the Juvenile Services Center physician's orders. Dietary meals shall be as close in caloric calories and dietary content as regular meals. Medical diets shall be served during normal serving times except as ordered by a physician. In those cases, the Contractor shall insure that meals are prepared and served at times in the manner specified by the physician.
3. The Contractor shall maintain complete records showing which clients are to be provided medical diets, contents of the diet, and whether each resident requests and received their prescribed meal. Copies shall be submitted to the Contracting Health Care Administrator on a monthly basis. Previous month's documentation shall be submitted no later than the fifth (5th) working day of each month.
4. The Medical Staff will provide documentation of verbal diet orders within 24 hours. Facility medical staff shall prescribe medical diet detailing the clients diet order and the Contractor Food Services Director shall coordinate the medical diets and shall calculate those medical diets ordered. When special dietary needs are ordered, by the physician the registered dietician provided by the Contractor will consult with medical staff at the Juvenile Services Center.

E. QUALITY AND STANDARDS

1. The Contractor is responsible for residents and staff satisfaction with meals prepared and served. At least on a quarterly basis, the Contractor will submit questionnaires to client population to ascertain opinions and obtain suggestions to improve the quality of dietary services. Contractor shall provide reports to each facility regarding results of questionnaires thirty days following each quarter.
2. The Contractor shall be responsible for all food purchases on its own credit and maintain food purchased in appropriate and adequate storage facilities to prevent from spoilage.
3. Should authorized health inspectors find upon inspection violations by the Contractor of the specifications and requirements of the statutes and regulations of the New Mexico Health and Environment Department and Environmental Improvement Division, and Children, Youth & Families Department Quality Assurance

Department, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance. Contractor shall be responsible for costs for student meals at a local restaurant at any time such violations affect meal preparation/serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the contractor for any period of time in which the facility is out of compliance.

4. The Contractor must have a minimum of five (5) years of experience in the area of institutional food service management. Proof of such experience and references shall be provided with the contract bid.
5. The Contractor agrees to exercise security measures consistent with the nature of the Juvenile Services Center. Contractor staff vehicles, if located on grounds of the Juvenile Services Center, shall be subject to search. Contractor staff shall utilize designated exits and entries into the Juvenile Services Center and shall be required to wear an identification badge as the Juvenile Services Center deems necessary while on the premises.
6. Contractor staff shall not become over familiar with residents or otherwise engage in activities with clients that could endanger anyone's life, liberty, property or disrupt Juvenile Service programs.
7. The Contractor shall insure that all bread provided or served as part of all meals shall consist of whole grain 80% of the time served.
8. The Contractor shall ensure that all food preparation will be performed with minimum or no quantity of salt and saturated fat. No animal fats such as lard will be used.
9. The Contractor shall ensure that main entrees consisting of red meat such as beef, pork, veal is served no more than 60% of the time and that fish, poultry be substituted to maintain contract requirements.

F. RECORD ACCOUNTABILITY AND PAYMENT PROCEDURES

1. Contractor shall submit monthly billings on the 1st day of each month for the preceding monthly period with the proper supporting documentation such as daily meal logs and billing recaps to justify amounts charged.
2. San Juan County shall submit payment to the Contractor within 30 days of receipt of billing, unless the Juvenile Services Center is dissatisfied with services.
3. The Contractor shall maintain its fiscal records and books of accounts during the term of this contract and for a period of three (3) years from the date of termination of this contract. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
4. The Contractor shall maintain at the Facility the following records:
 - a. A current manning chart and work schedule for all employees.
 - b. A complete job description for all positions.
 - c. Records of all staff to include days worked and absences.
 - d. Record of meal counts for each meal by location according to established meal count procedures.
 - e. Daily records documenting the testing or temperatures in the refrigeration, cooking and serving areas, and any other records necessary to meet health care standards.

COMMISSARY & BANKING SERVICES

SCOPE OF SERVICES

San Juan County requests proposals from experienced commissary service contractors to provide a full range of commissary services for the detainees and Detainee Banking System to account for the detainees personal funds. Offerors are hereby notified that the County is not committed to acceptance of any proposal based solely on financial terms, rather it will seek to find a contractor, who in its judgment, can provide the best services based upon all the information requested and submitted. The service will be provided to each facility list below and the established objectives must be met in order for the contract to result from this process:

- San Juan County Adult Detention Center located at 871 Andrea Drive, Farmington NM 87401
- San Juan County Alternative Sentencing located at 1006 Municipal Drive, Farmington NM 87401
- San Juan County Juvenile facility located at 851 Andrea Drive, Farmington NM 87401
- To deliver high quality commissary services to the detainees of the Adult Detention Center, Alternative Sentencing and Juvenile Services facility.

- To provide the Adult Administrator or his/her appointed designee at the Adult Detention Center with Read Only access to the computerized Detainee Banking System that meets the specifications and addresses the accounting needs of the Detention Center.
- To operate the commissary service program and the Detainee Banking System in a cost-effective manner and at no cost to San Juan County.
- To maintain a collaborative relationship with the administration and staff of the Adult Detention Center, Alternative Sentencing Facility and Juvenile Detention Center, as well as any other department or county agency.
- To maintain a market price philosophy with regard to the retail-selling price of the commissary items to the detainees.
- To provide the Adult Warden/facility Administrator or their appointed designee with an overall detainee menu with pricing; provide specific Diabetic and Kosher commissary items with pricing "preferably identified at the bottom of the main Commissary menu for easy record/ documentations". All menus must be certified by offerors "Board Certified Dietitian".
- To provide the San Juan County Adult Detention Center with an Detainee Banking System capable of supporting seventeen (17) kiosk stations at no cost to San Juan County or compatible technology I.E. Tablets etc. that will provide efficient operational continuity.
- To provide the Alternative Sentencing Facility an detainee kiosk or electronic ordering system for commissary transactions.
- Capability to interface with any existing and future network systems that integrates detainee pay phone/tablets, video visitation and commissary digital systems with the Adult Detention Center, Alternative Sentencing and Juvenile Services facility. The facility's current Jail Management provider is New World Systems Headquartered in Troy Michigan and "GTL/Telmate Tablets"
- To provide a web-based commissary program to allow general commissary transactions by the public.
- Commissary services must be in-house. No mail-in service will be accepted.
- Maximum detainee expenditures are set at \$150/detainee per week. \$75.00 is allowed for snack items/candy, etc. and the balance of \$75.00 is allowed for necessities.
- Detainee Commissary expenditures can be modified or changed by each facility Warden /Administrator due to abuse or security concerns of that facility's' Warden/Administrator.

It is San Juan County's primary objective that a Commissary Contractor operate in an efficient and effective manner in order that the security of the institution will be maintained and to obtain a quality Detainee Banking System.

It is the County's desire to have the costs related to the Commissary operation, as performed by the Contractor, as well as the Detainee Banking System, to be covered in the selling prices of the commissary products to the detainees. Detainee Banking is at no cost to the County. Additionally, the County requires a commission rate of no less than 6%. The County also desires to have the prices of the commissary items fall within a reasonable, market price philosophy.

CONTRACT TERM / PRODUCT PRICING/ PRICE ADJUSTMENTS / TERMINATION

A. CONTRACT TERM.

The primary term of the proposed contract awarded as a result of this solicitation will be one (1) year from the negotiated start date of the contract. Upon mutual agreement of the parties, there are to be renewal options for up to three (3) additional one-year terms. The primary term and all one-year renewal options shall not exceed four years (Section 13-1-150 NMSA). The contract may also be renewed for a period less than one full year. Any contract awarded as a result of this solicitation is subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978 6-6-11.

Any agreement awarded as a result of this solicitation shall be non-exclusive. During the term of the agreement, the County reserves the right to solicit additional bids or quotations, and purchases required services from other sources, when deemed in the best interest of the County.

B. COMMENCEMENT OF CONTRACT

The Contractor must commence services within thirty (30) days of the execution of any contract awarded as a result of this solicitation.

C. PRODUCT PRICING

It is mandatory that the Contractor collects the contract prices from every person ordering. The prices shall be

uniform for all users.

Proposed pricing shall include all applicable taxes. Gross receipts shall be construed to be all monies received from the sales of the merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes. The County's tax-exempt number will be given to the Contractor. Sales tax on commissary goods is the responsibility of the Contractor.

For purposes of evaluation of this Request for Proposals, each Offeror shall submit a price for each item listed in Form "2" (Pages 35-36). In addition, Offerors may submit additional commissary item/pricing information along with their proposal Offer.

D. PRICE ADJUSTMENTS FOR ADDITIONAL YEAR TERMS

Pricing which is offered pursuant to this solicitation shall be firm and fixed during the initial term of the agreement. The Contractors price list will be effective for twelve (12) months from the date the contract is executed.

By mutual agreement of the parties, contract prices may be renegotiated at the end of each one-year term. For each annual renewal, price increases on items may be negotiated upon request of the Contractor. This request must be submitted in writing with documented reasons for the increase. The County reserves the right to accept the increase, allow the Contractor to delete items, or approve replacement of items with a comparable item at a comparable price.

The price adjustment, if required, will not exceed the annual average change in the Consumer Price Index (CPI) (All Urban Consumers, Mountain, All Items) CUUR0480SAO, as published by the U.S. Department of Labor.

If a price adjustment should be required, the Contractor shall notify Central Purchasing, in writing, sixty (60) days prior to the expiration of each one-year term, the amount of the requested price adjustment. No retroactive price adjustments will be allowed. The Office of Central Purchasing shall notify the Contractor in writing of the County's acceptance and/or rejection of said price increase.

E. CONTRACT TERMINATION

In the event of a breach on any provision of the Agreement, the County shall notify the Contractor of the fault within a reasonable time. The Contractor shall have ten (10) days to respond. If the Contractor fails to respond within ten (10) days and make arrangements satisfactory to the County, the County may immediately terminate the Agreement or take other steps, as it deems necessary.

The County may terminate this Agreement at any time, without penalty of any kind, by giving at least thirty (30) days written notice to the Contractor. This Agreement is also subject to termination for non-funding pursuant to the Bateman Act, N.M.S.A. 1978 Section 6-6-11.

SPECIFICATIONS AND REQUIREMENTS.

The Offeror's Proposal must be as specific as possible and address the following specifications and requirements.

CONTRACTOR RESPONSIBILITIES

1. The Contractor agrees to obtain and pay for all necessary Federal, State, and Local licenses. In addition, the Contractor shall collect and pay all required sales tax. A copy of all current and applicable licenses will be provided to the County annually and/or upon their renewal.
2. It is mandatory that the Contractor collect the approved price (monies) from every person ordering. The prices shall be uniform for all users. Any request for product change must be submitted by the Contractor to the Adult Administrator or his/her designee, thirty (30) days prior to the proposed change. The San Juan County Adult Administrator or designee reserves the right to accept the change, to allow the Contractor to delete the item, or approve replacement of the item with a comparable item at a comparable cost.
3. The Contractor will supply Commissary order forms. ***Each Offeror is asked to provide a sample "order form" along with the proposal Offer.*** The Contractor will also be responsible for providing updated order forms after approval of changes by the facility.
4. Contractor shall provide an overall detainee menu with pricing; provide specific Diabetic and Kosher commissary items with pricing "preferably identified at the bottom of the main Commissary menu for easy records/documentations" all menus must be certified by offerors "Board Certified Dietitian".
5. The Contractor will assume full responsibility for purchasing supplies and maintaining an acceptable inventory at the commissary. Contractor shall bear all costs related to the purchase and storage of inventory.

6. The Contractor shall provide commissary of sufficient variety to include regional, ethnic, and gender-based considerations for the population of the Facilities.
7. The Contractor shall be responsible for immediately reporting all the facts relating to losses and/or personal injury. The Facilities shall designate the authority as to who shall receive these reports.
8. The Contractor shall provide all shelving for product storage and shall provide vending machines that accept debit cards at all Facilities.
9. The Contractor will keep enough product on hand (one complete primary and one complete reserve supply of inventory) so in the event a delivery truck is delayed, commissary can still be sold.
10. The Contractor will load all billings for medical co-pay's/haircuts/other debit items in the computer. (all applicable)
11. The Contractor will not increase orders at the time of delivery.
12. The Contractor will provide carts and deliver orders to living units.
13. The Detention Staff shall supervise delivery of orders; distribution shall be by the Contractor's staff.
14. In the event that the Contractor distributes commissary items to the wrong detainee, the Contractor shall be responsible for the cost of items delivered in error.
15. The Contractor shall be responsible for checking expiration dates on products. No outdated items shall be sold. Likewise, no products needing refrigeration after opening shall be sold.
16. The method of delivery will be coordinated with each facility Administrator, or his/her designee.
17. The Contractor's staff shall not fraternize with detainees or otherwise engage in activities with detainees that could endanger anyone's life, liberty, property, disrupt detention operations or otherwise call to question the employee's ethics.
18. The Detention Facility reserves the right to restrict access to the Facility or require immediate removal of any person(s) without prior notification.
19. During lockdown situations, the facility Administrator, or his/her designee may elect to modify or postpone commissary services. Prior notifications of lockdown shall be given to the Contractor when possible.
20. To ensure security, the Contractor's staff shall report to the Front Desk of the designated facility. Upon arrival and after verifying identification, all tools of the trade will be inventoried. Once completed the contractor's staff will receive a facility I.D. Badge for specific use and access. Any materials, tools or equipment not necessary for the delivery of commissary items will not be allowed in the Facility. The Contractor's staff shall check out at the Front Desk upon completion of the deliveries and turn in any facility badge before leaving the Facilities grounds.
21. The Contractor shall notify, immediately, the on-duty supervisor of any lost or misplaced keys or gate cards. This includes any keys removed from the facility. Any keys removed from the facility shall be returned immediately and a written explanation provided to the facility's Administrator by the contract manager. Any expense to replace lost or damaged gate cards, keys or locking mechanisms shall borne by the Contractor.
22. The Contractor's staff shall wear uniforms that in some way identify the name of the company. Shorts or revealing clothing may not be worn in the Facility. Badges shall be worn at all times.
23. The Contractor shall not sell or give commissary goods to Facility employees.
24. Orientation of new employees shall be the responsibility of the Contractor. The Contractor shall ensure that all Contractor staff is trained in accordance with the applicable Facility Policy and Procedures and all rules and regulations of the County.
25. The Contractor shall distribute a written job description to members of their staff working in Detention Facilities and shall provide a copy of the job description with the proposal.

INDEPENDENT CONTRACTOR

The Contractor and its employees, servants and agents shall be considered for purposes of this agreement to be an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The County will not supervise or regulate the Contractor in the day-to-day performance of this Agreement. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the County and are not employees of the County. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of County vehicles or any other benefits afforded to employees of the County. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

FACILITY

Office Space

Office space will be made available at the Adult Detention Center, 871 Andrea Drive, Farmington, NM 87401.

An office, approximately 9' x 14' will be provided to the Contractor at no cost for the detainee accounting. This office has a service window for the safety and security of the Contractor.

The Contractor will physically staff the Detainee Accounting office from 6:00 am to 6:00 pm. This will provide to the public a representative to address any questions the public may have.

San Juan County will provide one (1) phone for local calls.

All other office equipment will be provided by the Contractor including, but not limited to

1. DSL Lines
2. Additional Telephone Lines
3. Copiers
4. Desks
5. Computers
6. Any and all other office equipment as may be needed to maintain operational tempo.

The County will pay for all utilities and maintenance for the office space.

Warehouse Space

San Juan County will provide one (1) phone for local calls.

At the discretion of the Adult Detention Administrator, detainee workers whether male or female, and no more than three (3) can be provided to assist the Contractor as needed to work area within identified areas. Additionally, each Facility Administrator will establish whether they will afford the Offeror detainee labor.

Warehouse space within the facility is a premium. As such, the facility has a secure 25' x 40' of warehouse space directly adjacent to the commissary office available. This space can be rented based on local (Farmington, NM) private sector-commercial warehouse rental rates. The above mentioned warehouse space can be rented by the successful offeror at a mutually agreed upon rate paid monthly.

Freight deliveries from Contractor's vendors will only be accepted Monday through Friday, between 8:00 am and 2:00 pm, excluding San Juan County recognized holidays.

San Juan County Recognized Holidays

| | |
|-------------------------|------------------|
| New Year's Day | Labor Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| 4 th of July | |

OFFEROR FACILITY

Facilities Visitation

Each Facility Administrator or designee may at his/her discretion make arrangements to tour the prospective Contractors facility/facilities prior to award of a contract. Visits to these facilities may also take place during the term of the contract.

TECHNICAL SPECIFICATIONS

The Contractor shall provide services on site, including labor and goods necessary to provide commissary for approximately 500 detainees of the San Juan County Adult Detention Center, 871 Andrea Drive, Farmington, NM 87401, approximately 70 detainees at the San Juan County Alternative Sentencing Facility, 1006 Municipal Drive, Farmington, NM 87402, and approximately 50 detainees of the San Juan County Juvenile Services Facility, 851 Andrea Drive, Suite 1, Farmington, NM 87401.

Items such as food, candy foodstuffs, dried coffee and hygiene items will be sold on a weekly basis. Cigarettes will **not** be sold as these are non-smoking facilities. The Administration reserves the right to designate the number of commissary days allocated for participation by the detainees. The County will notify the Contractor thirty (30) days in advance prior to instituting a change in the number or selection of days and / or times of the week. The County's Facility Administrator or designee will have final authority in all matters relating to commissary services within each facility.

Offeror's shall respond to the following minimum qualifications which must be met:

1. The Offeror must be organized for the purpose of providing commissary services to correctional facilities and must have three (3) years previous experience with proven effectiveness of ON SITE SERVICES. A list of **ALL** commissary contracts held in New Mexico for the past three (3) years should be included in the firm's response. The list should include the name of the facility, address, facility size, contact person, and phone.
2. *The Offeror shall provide their company's last two (2) years of Annual Reports, as well as Dunn & Bradstreet rating information.* Include the size of the company, years in business, number of accounts and corporate affiliations if any
3. The Offeror must have a proven ability for an immediate contract start-up as evidenced by past performance and current resources and personnel and will be required to demonstrate their ability to start-up and manage the proposed commissary program within a thirty (30) day period after the Contract is awarded.
4. The Offeror must furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
5. The Offeror must furnish evidence of the ability to fulfill the software and hardware requirements, as specified in this RFP. The Offeror must furnish evidence of the ability to provide software support directly from the Contractor; computer network operation experience; and direct hardware maintenance. Offeror shall provide a summary of their support services and proposed response time for trouble shooting and repair of computer equipment. Offeror shall provide summary of the detainee banking and commissary software that they would implement.
6. The Offeror must furnish evidence of the ability to comply with the required or proposed delivery and performance schedule and furnish evidence of the necessary organization experience, accounting and operation controls, and the technical skills to perform the contract.
7. Offeror shall provide a detailed summary of their approach to personnel management, including supervision, training, and staffing.
8. The Offeror will provide address, location and description of the local operations facility from which they will service our account and how many people are employed at this facility.
9. The Offeror must furnish evidence of a satisfactory performance record for at least five jails or detention centers, similar in size and complexity to San Juan County, or larger and a record of integrity and business ethics.
10. The Offeror must furnish evidence of at least three years of a successful record of operational experience with the Detainee Banking System in jails or detention centers similar in size and complexity to the Detention Center or larger.
11. The Offeror shall provide the name, operational title, office location and specific experience in correctional commissary systems of the individual(s) who will be responsible for the Client/County account.

ACCOUNTING PROCEDURES / COMMISSARY COMMISSION

Detailed transaction records shall be maintained by the Contractor and will be available for audit by the County upon request. The Contractor shall provide a monthly, detailed transaction record of all products sold.

Computer Requirements

The Contractor shall be expected to provide and install three (3) networked computers and printers (one printer to be color-ready) with a server, with appropriate detainee accounting and commissary software. All costs for this equipment, including its installation and operation, shall be borne by the Contractor. A demonstration of the software system will be scheduled from selected Offerors prior to contract award. Offerors are to describe their computer

software program and make certain the system includes the following components:

1. Allow for the following transactions to occur:
 - 1) Add funds to the Account
 - 2) Draw funds in the form of a check
 - 3) Close an account with a detailed statement and pay the detainee's balance by check, cash or a combination of both.
 - 4) Deduct commissary and other charges in a live environment
 - 5) Process credits
 - 6) Change detainee locations
 - 7) Special Funds Accounting
 - 8) Bail as a separate fund transaction
 - 9) Generate numerical records, product performance graph charts and the ability to alphabetically list all products with price.
2. Contractor will assign a permanent ID number for each detainee. This number will duplicate the facility's permanent ID number
3. The system must be able to add information to the detainees account profile that will allow the Contractor to control access to commissary by types of restrictions such as medical or detention. Restrictions should be definable by the facility and there should be at least five (5) different types of restrictions available.
4. The system must provide a complete audit trail on all transactions.
5. The system must provide a series of reports as specified by the County including; detailed weekly invoices, cash reconciliation capabilities, the ability to charge the detainees for services such as work release charges, haircuts, medical, disciplinary or restitution.
6. The system must have comprehensive "checkbook" management features including the ability to write a check from an detainee's account to a third party, a check from the General Fund to a vendor, void, correction, adding manually written checks, verification, and deposits. Additionally, the system must have the capability to print a check registry based upon multiple criteria that can be queried by the Facility Administrator or designee.
7. The system must provide a minimum of six (6) levels of security. These levels should have the ability to be customized by the Facility Administrator or designee, include password control and tracking of transactions by individual and station.
8. Updates of the computer software must be provided free of charge to the County for the length of the Contract.
9. The system must contain user definable, Accounts Receivable capabilities that will allow the Facility to establish funds (such as Medical Co-Pay, Restitution, Damage to Property, Per Diem Charges) and account for these funds separately from the Detainee Individual Account or Commissary Account.
10. The system should allow for automatic transfer for funds from payroll, or deposit in proportions to be determined by the County.
11. The system should be able to handle cash, similar to an electronic cash register in a retail environment. This includes printing interactive receipts and the ability to identify the transactions as cash, money order, check or credit card as well as the source of the deposit; detainee, visitor or mail.
12. The Contractor must be responsible, as a single source, for all hardware, software, communication equipment, support, maintenance, enhancements, multi-part receipt paper, and training.
13. The Contractor must be the single source for all computer hardware, software, support, training, maintenance and computer supplies.
14. The Contractor must provide a 1-800 support line manned 24 hours a day and 365 days a year.

Commissions

Commissions may be imposed on the following products

- Candies
- Snacks
- Beverages

No commissions will be imposed on

- Clothing
- Hygiene products

Holidays

Detainee Accounting services and Commissary will be operational on all holidays that occur Monday through Friday with the following exceptions

- Christmas Eve
- Christmas Day

Special occasion-related purchases will be available, for instance

- Christmas
- Birthdays
- Mother's Day
- Father's Day

Delivery Requirements

1. Deliveries to the Facility are to be made on Tuesday through Friday, between the hours of 10:00 a.m. and 10:00 p.m. of each week (adjustments will be made to the delivery day or time if a holiday falls on a work day).
2. The Contractor is required to compare the detainee ID to the detainee at time of delivery.
3. The Contractor shall provide each detainee an itemized receipt for purchases at the time of delivery. The detainee shall sign the commissary order form at the time of delivery also. **After all orders have been dispensed, the Contractor will release the completed and signed orders to each Facility.**
4. Deliveries in regular housing units that cannot be accomplished during the day due to the absence of detainees at court, on day releases, at medical or assigned programming shall also be completed the following day.
5. Commissary order deliveries will not be accepted for detainees out of the building on overnight (or longer) writs, detainees who are hospitalized, or any detainee not expected to return to the facility on the day the order is delivered.
6. Detainee Account Funds shall be refunded, in the form of a check or debit card, to the detainee upon his / her release between 6:00 a.m. and 6:00 p.m., Monday through Friday, including holidays.
7. Contractor shall be responsible for all funds received from any facility involving any and all fiscal deposits, transactions and the dispersing of any detainee funds.

On-Line Commissary

The web-based Commissary program shall be capable of purchasing all available products at the San Juan County Adult Detention Center facility by credit card transaction.

SECURITY

The Contractor and County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor as well as for the security of detainees and facility staff. The County will provide security services sufficient to enable the Contractor and its personnel to safely provide the food services.

The contractor shall exercise security measures consistent with San Juan County Institution rules and policies.

1. Background Screening / Drug Testing

All Contractor staff, including consultants and subcontractors, shall meet County background screening requirements based upon date of birth, sex, race, Social Security Number, driver's license and fingerprints. The Contractor must complete all background screening prior to authorizing staff or consultants to perform services for the County. Contractor employees, consultants or subcontractors shall successfully complete drug testing on a pre-employment basis and shall not perform services at County Facility if the results are positive and not legitimately explained by current prescriptions. Contractor personnel, including consultants and subcontractors, shall be subject to and comply with the same security guidelines, rules and regulations as County staff. No person with a felony conviction shall be granted a security clearance.

In recognition of the sensitive nature of the detention facility, the Contractor agrees that in the event the Administrator, at his discretion, is dissatisfied with any of the personnel provided under the Contract, the Administrator may give written notice to the Contractor of such fact and the reason therefore, and if the problem cannot be resolved, the Contractor agrees that the individual(s) about whom the dissatisfaction has been expressed will not perform any duties thereafter at the Detention facility. Should any Contractor's employee fail the clearance process, that individual shall be precluded from working at any Detention Facility. Offeror will provide a complete list of its employees to each Facility Administrator to include; name, date of birth and contact number.

2. Search of Contractor's Vehicles and Staff

The Contractor will be performing work in a detention facility and shall therefore be subject to the rules, regulations, directives and bulletins of the facility. Under certain circumstances, the Contractor's staff and vehicles may be subject to search while on the premises. The Contractor shall be responsible for informing the Contractor's staff of the possibility of such searches, and shall inform staff of the consequences of trafficking in contraband, drugs or other illegal activities while on the premises.

All personnel, supplies, equipment and on site facilities utilized by the Contractor in providing commissary services for the San Juan County Detention Facilities shall be subject to search and/or inspection by the Facility without notice and at any time.

3. Access To-And-From Facility / Prisoner Contact.

The Contractor and staff shall utilize designated exits and entries into any and all San Juan County corrections facilities and shall be required to sign in and out and shall be required to wear such identification badges and uniforms as San Juan County deems necessary while on the premises.

The Contractor's employees may not bring visitors into any corrections facility. No visitors will be allowed without the permission from the Facility Administrator or designee.

San Juan County reserves the right to restrict access to the Facility or require immediate removal of any person(s) without prior notification.

Any San Juan County employee, whether considered to be full-time, part-time, permanent or temporary status, and who is terminated by the County for any reason, cannot be rehired by the Contractor within the first six (6) months after said termination.

The Contractor's employees shall restrict social contact with detainees or detainee's families while on the premises or in the community.

4. Compliance with Security Policies / Regulations.

The Contractor and all employees, agents or vendors associated with the commissary operation shall comply with facility security regulations at all times while within, and at, the facility.

At all times while in the Facility, the Contractor's staff shall comply with all the rules, regulations, directives and bulletins of the Facility. Contractor vehicles, if located on the grounds of the Detention Facility, shall be subject to search. No Contractor's employee shall begin employment at the Facility until a security clearance has been approved by the Facility Administrator or designee.

All new contract employees will be presented to meet the facility administrator and/or the Deputy Administrator within 72 hours of beginning work at the facility. This mandatory meeting will be requested by the Contractor's manager through the Administrator's administrative assistant.

The Offeror shall include with their proposal offer, sections of operations manuals that address security to exemplify their understandings of this factor.

EVALUATION / AWARD

Responsive proposals will be evaluated in the following manner. Any proposal that is incomplete or deficient may be rejected before evaluation. Failure of an Offeror to respond to criteria set forth in this RFP document may result in a score of Zero (0). Any proposal that provides a menu other than the approved menu provided as Attachment "B" will be rejected.

Offeror's shall be prepared to respond to requests by the County to provide on-site presentations to address areas which may be deemed necessary to assist in the detailed evaluation process. All expenses associated with such presentations shall be borne by the Offeror.

A. EVALUATION COMMITTEE. Each responsive proposal shall be evaluated by an Evaluation Committee comprised of San Juan County personnel or representatives appointed by the Central Purchasing Office.

B. EVALUATION PROCESS.

The Evaluation Committee shall evaluate each responsive proposal according to the following criteria. The evaluation process will follow the major steps outlined below:

1. Preliminary Proposal Review:

All proposals received will be reviewed for compliance and satisfactory response to RFP requirements. Non-conforming/non-responsive proposals will be eliminated from further consideration at this step.

2. Selection of short list:

The Evaluation Committee will evaluate, score, and rank proposals to select a short list of three (3) final Offerors for further consideration.

3. On-site Oral Presentations: Short list Finalists Offerors will be given the opportunity to make on-site presentations, if deemed necessary to San Juan County's Evaluation Committee. A response to this RFP implies a willingness on the part of the Offeror to participate in on-site presentations, if requested, at the Offeror's expense, if selected for the short list.

4. Short list Offerors are given the opportunity to submit a "Best and Final" Offer.

5. Final Evaluation (initial scoring re-evaluated, existing evaluation criteria used), Selection and Notification.

B. EVALUATION CRITERIA. The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/factors:

CORRECTIONAL FOOD MANAGEMENT SERVICES EVALUATION CRITERIA

| <u>CRITERIA / FACTORS</u> | <u>POINT VALUES</u> |
|--|-----------------------|
| 1. Cost of meal services | (450 Pts.) 450 |
| 2. Qualifications of On-site Management Staff and Other Employees | 200 |
| Education, training and experience of the Food Service Manager. | (50 Pts.) |
| Qualifications of Registered Dietician | (50 Pts.) |
| Qualifications/Experience of Staff | (50 Pts.) |
| Staffing Necessary to facilitate the service schedule | (50 Pts.) |
| 3. Offeror's experience in providing correctional food service management | 150 |
| Offeror's experience with correctional facilities | (50 Pts.) |
| Offeror's experience specific to a Juvenile setting | (50 Pts.) |
| References, clients to whom similar types of services are being provided | (50 Pts.) |
| 4. Standards of Operations | 100 |
| Operations manuals addressing security | (50 Pts.) |
| Quality control plan | (50 Pts.) |

| | | |
|--|-----------|----|
| 5. Demonstrated ability to start up and manage the program | (50 Pts.) | 50 |
| 6. Quality, Accuracy, and completeness of the Offeror's Proposal | (50 Pts.) | 50 |

TOTAL POINTS: 1000

COMMISSARY / DETAINEE BANKING SERVICES EVALUATION CRITERIA

| <u>CRITERIA / FACTORS</u> | <u>POINT VALUES</u> |
|---|----------------------------|
| 1. PRICING (Selling price of products to Detainees) | 200 |
| 1) All responses shall be rated from the common reference point of the product selling price. Offeror shall submit a price for each item listed on FORM "2" . | |
| 2. PERSONNEL | 200 |
| 1) Identify Offeror's approach to personnel management, including supervision, training, and staffing. (100 Points) | |
| 2) Identify Individual(s) who will be responsible to the Client/County for the daily operation of this account. State name, operational title, office location and specific experience in correctional commissary systems. (100 Points) | |
| 3. CORPORATE STABILITY / REPUTATION / EXPERIENCE | 250 |
| 1) Demonstrate ability to provide commissary services as described in this RFP. (50 Points) | |
| 2) Demonstrate a record of integrity and business ethics. (50 Points) | |
| 3) Demonstrate the ability to start-up and manage the proposed commissary program as evidenced by past performance, current resources and personnel, within a thirty (30) day period after the Contract is awarded. (50 Points) | |
| 4) Demonstrate evidence of adequate financial resources required to fulfill the requirements of the contract; provide annual reports, financial ratings, as well as a listing of any commissary contracts in New Mexico. (50 Points) | |
| 5) Address, location and description of the local operations facility from which you will service our account. Identify how many people are employed at this facility. (50 Points) | |
| 4. COMPUTER SOFTWARE/HARDWARE | 300 |
| 1) Identify and describe the technological systems that will be implemented to facilitate accurate, timely and efficient Commissary Services, the Detainee Banking System and the integrated Kiosk System within the detention Facility. (100 Points) | |
| 2) Identify and describe the software to be utilized in the performance of this contract. (100 Points) | |
| 3) Identify Offeror's Support services and proposed response time for trouble shooting and repair of computer equipment. (50 Points) | |
| 4) Local business preference (50 Points) | |
| 5. QUALITY, ACCURACY AND COMPLETENESS OF OFFEROR'S PROPOSAL | 50 |
| 6. UP TO ADDITIONAL 100 POINTS FOR IN-STATE / NATIVE AMERICAN RESIDENT OR RESIDENT VETERAN'S / NATIVE AMERICAN VETERAN'S PREFERENCE | 100 |

Must have a valid resident business certificate or a valid resident veteran business certificate issued by the State of New Mexico Taxation and Revenue Department.

TOTAL: 1100

C. **COMMITTEE'S RECOMENDATION.** The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Offeror after evaluation according to the criteria. A responsive Offeror with the most highly ranked proposal will be recommended to the Board of County Commissioners or its delegate for further consideration.

D. **NEGOTIATION.** Award of a contract by the Board of County Commissioners or its delegate is subject to successful negotiation of the cost of services with the most highly ranked Offeror. No contract will be awarded if fair and reasonable compensation cannot be agreed to. If an agreement cannot be reached with the most highly ranked Offeror, negotiations will be terminated with that Offeror, and negotiations undertaken with the second most highly ranked Offeror. If an agreement cannot be reached with the second most highly ranked Offeror, negotiations will be terminated with that Offeror and negotiations undertaken with the third most highly ranked Offeror, and so on pursuant to N.M.S.A. 1978 § 13-1-122. If negotiations are successful with any Offeror, the County shall publicly announce the name of the Offeror selected for award.

E. **INVESTIGATIONS.** The County may, at its option, contact a given Offeror for clarification of its proposal or for additional information. The Offeror(s) SHALL NOT initiate discussions with the County. The County may make such investigations as necessary to determine the ability of the Offeror to meet the specifications and adhere to the terms and conditions set forth within this Request for Proposals and in the accompanying documents. The County will reject the proposal of any Offeror who is not a "responsible Offeror" as that term is defined in N.M.S.A. 1978. §§ 13-1-83.

F. **RIGHT TO DISCONTINUE PROCUREMENT.** The County reserves the right to waive minor irregularities in an Offeror's proposal. The County also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially affect the procurement. The County reserves the right to cancel this Request for Proposals at any time, and to reject any or all proposals, or otherwise to proceed in the best interests of the County. This Request for Proposals in no manner obligates the County or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference is being held on **October 2, 2024, at 12:30 p.m.**, in the Juvenile Service Center Conference Room at the Juvenile Facility located at 851 Andrea Drive, Farmington, New Mexico. **Attendance is mandatory.** All Offerors interested in submitting a proposal in response to this RFP **must attend** this conference in order to submit a Proposal Offer. Call-in attendance will not be available. This conference is being held to secure clarifications to the technical and non-technical provisions of the RFP document, and to become familiar with the three detention facilities, their operations and special requirements.

Potential Offerors are encouraged to submit written questions in advance of the conference. Additional questions may also be submitted at the conference.

QUESTIONS/SUGGESTIONS

Questions and/or suggestions concerning this Request for Proposal shall be submitted in writing no later than seven (7) days prior to the Proposal Closing Date and shall be directed to:

Jaime Jones, Contract Analyst
Phone: 505-334-4548 E-mail: jjones@sjcounty.net

Offerors are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, shall be cause to reject said respondent(s) from further consideration.

Note: Information provided in this Request for Proposal shall only be used for the purpose of submitting a Proposal Offer to the County and shall not be used, released, or disclosed for any other purpose or use.

FORM "1"

OFFEROR'S COST PROPOSAL FOR CORRECTIONAL FOOD MANAGEMENT SERVICES

(Preparation at Adult Detention Center and at the Juvenile Services Center with delivery to Alternative Sentencing Facility only)

The Offeror, having studied the requirements for the food service operation issued by San Juan County, hereby proposes to provide the services required by the County's specifications, including the purchase of raw food and preparation of meals as outlined in the requirements for the initial term beginning on December 1, 2024 and ending on November 30, 2025.

ADULT DETENTION CENTER Total meals, served per service period ("service period" is defined as one 24-hour day):

| <u>NUMBER OF DETAINEES</u> | <u>PRICE PER MEAL</u> |
|-----------------------------------|------------------------------|
| Less than 300 | Price Per Meal: \$ _____ |
| 301-350 detainees | Price Per Meal: \$ _____ |
| 351-400 detainees | Price Per Meal: \$ _____ |
| 401-450 detainees | Price Per Meal: \$ _____ |
| 501-550 detainees | Price Per Meal: \$ _____ |
| 551-600 detainees | Price Per Meal: \$ _____ |
| 601-650 detainees | Price Per Meal: \$ _____ |
| 651-700 detainees | Price Per Meal: \$ _____ |
| 701-750 detainees | Price Per Meal: \$ _____ |
| 751-800 detainees | Price Per Meal: \$ _____ |
| 801-850 detainees | Price Per Meal: \$ _____ |
| 851-900 detainees | Price Per Meal: \$ _____ |
| 901-950 detainees | Price Per Meal: \$ _____ |
| 951-1000 detainees | Price Per Meal: \$ _____ |

*NOTE: The above numbers include detainees and staff.

ALTERNATIVE SENTENCING CENTER Total meals, including staff meals, served per service period ("Service Period" is defined as one 24-hour day.)

| | |
|--------------------|--------------------------|
| 01 – 25 detainees | Price Per Meal: \$ _____ |
| 26 – 50 detainees | Price Per Meal: \$ _____ |
| 51 – 75 detainees | Price Per Meal: \$ _____ |
| 76 – 100 detainees | Price Per Meal: \$ _____ |

*NOTE: The above numbers include detainees and staff.

JUVENILE SERVICES CENTER Total meals, including staff meals, served per service period ("Service Period" is defined as one 24-hour day.)

| | |
|--------------------|--------------------------|
| 01 – 25 detainees | Price Per Meal: \$ _____ |
| 26 – 50 detainees | Price Per Meal: \$ _____ |
| 51 – 75 detainees | Price Per Meal: \$ _____ |
| 76 – 100 detainees | Price Per Meal: \$ _____ |

*NOTE: The above numbers include detainees and staff.

FORM "2"
COMMISSARY SAMPLE ITEM LIST

| FOOD ITEMS/SNACKS | | | | | |
|------------------------------|--------------|---------------------------|--------------|---------------------------|--------------|
| <u>ITEM</u> | <u>PRICE</u> | | <u>PRICE</u> | | <u>PRICE</u> |
| CHILI LIME CORN CHIPS | | HAWAIIAN PUNCH | | CORNUITS | |
| CHEDDAR & BACON POTATO SKINS | | DR. PEPPER | | BEEF & CHEESE STICK | |
| CHEEZ-ITS | | DIET DR. PEPPER | | SUNFLOWER SEEDS | |
| CHEETOS | | ICED TEA - DRINK MIX | | CASHEWS | |
| TRAIL MIX | | BERRIES & CREAM DR PEPPER | | PEANUTS | |
| RASPBERRY SHORTBREAD COOKIES | | ORANGE SODA | | JERKY | |
| CHOCOLATE CREAM COOKIES | | GREEN CHILI SALSA | | PEPPERED JERKY | |
| PEANUT BUTTER COOKIES | | SALSA | | HICKORY SMOKED BEEF STICK | |
| LEMON CREAM COOKIES | | RAMEN CHILI | | HOT CHEESE CRUNCHIES | |
| DUPLEX COOKIES | | RAMEN SURPRISE | | HOT NACHO CHIPS | |
| FUDGE BROWNIES | | RAMEN CHICKEN | | BBQ CHIPS | |
| NUTTY BAR | | TUNA | | CHICARRONES | |
| ICED HONEY BUN | | SALTINES | | DORITOS | |
| GRANOLA BAR | | CLUB CRACKERS | | CORN CHIPS | |
| CHOCOLATE MOON PIE | | CHEDDAR CHEESE SQUEEZE | | CHILI CHEESE STEAK FRIES | |
| VANILLA MOON PIE | | JALAPENO CHEESE SQUEEZE | | | |
| OATMEAL CREAM PIE | | HOT PICKLE | | | |
| SWISS CAKE ROLLS | | PEANUT BUTTER | | | |
| ZEBRA CAKES | | REFRIED BEANS W/JALAPENOS | | | |
| APPLE PIE-SNACK SIZE | | DILL PICKLES | | | |
| CHERRY PIE - SNACK SIZE | | CEREAL (BOX) | | | |
| RICE CRISPY BARS | | TORTILLAS | | | |
| TWINKIES | | HERSHEY W/ALMONDS | | | |
| POWDERED DONUTS | | KIT KAT | | | |
| CHOCOLATE DONUTS | | PAYDAY | | | |
| COFFEE | | SNICKERS | | | |
| HOT COCOA | | B UTTERFINGER | | | |
| DIET SWEETENER | | BABY RUTH | | | |
| PEACH DRINK MIX | | MILKY WAY | | | |
| LIKE TANG DRINK MIX | | RESSES CUP | | | |
| LEMONADE DRINK MIX | | SNICKERS W/ALMONDS | | | |
| FRUIT PUNCH - DRINK MIX | | M&M PEANUT | | | |
| FRENCH VANILLA COFFEE | | M&M PLAIN | | | |
| ICED TEA - DRINK MIX | | ALMOND JOY | | | |
| GRAPE - DRINK MIX | | 3 MUSKETEERS | | | |
| CAPPUCCINO | | SKITTLES | | | |
| COCO JOES | | HERSHEY PLAIN | | | |
| CHERRY VANILLA DR. PEPPER | | TWIX | | | |
| VANILLA PEPSI | | JUNIOR MINTS | | | |
| WILD CHERRY PEPSI | | STARBURST | | | |
| SQUIRT | | FRUIT ROLL-UPS | | | |
| PEPSI | | JULLY RANCHER | | | |
| DIET PEPSI | | TOOTSIE ROLLS | | | |
| ROOTBEER | | ASST. SOUR BALLS | | | |
| SIERRA MIST | | CHERRY SOUR BALLS | | | |
| BOTTLED WATER | | LEMON DROPS | | | |
| MT DEW | | ROOT BEER BARRELS | | | |
| CODE RED MT DEW | | FIREBALLS | | | |

NON-FOOD ITEMS

| <u>ITEM</u> | <u>PRICE</u> | <u>ITEM</u> | <u>PRICE</u> | <u>ITEM</u> | <u>PRICE</u> |
|----------------------|--------------|----------------------------|--------------|----------------------------|--------------|
| HAIR TIES | | ERASER CAP | | SUAVE MISC. FLAVORS LOTION | |
| HAIR TIES | | PENCIL | | EAR PLUGS | |
| SUAVE CONDITIONER | | SONY RADIO | | CHAP STICK | |
| SUAVE SHAMPOO | | SONY HEADPHONES | | PANTIES SIZE 6 | |
| DANDRUFF SHAMPOO | | STAMPED ENVELOPES | | PANTIES SIZE 8 | |
| SHOWER SHOES SMALL | | BOOK OF 5 - 2 CENT STAMPS | | PANTIES SIZE 9 | |
| SHOWER SHOES X-LARGE | | BOOK OF FIRST CLASS STAMPS | | PANTIES SIZE 10 | |
| MEN'S CLEAR STICK | | MEXICO STAMP | | T-SHIRT SMALL | |
| DOVE SOAP-BAR | | \$5 PHONE CARD | | T-SHIRT MEDIUM | |
| TOILET PAPER - ROLL | | \$20 PHONE CARD | | T-SHIRT LARGE | |
| SUAVE BODY WASH | | DEBITEK (PEPSI) CARD | | T-SHIRT X-LARGE | |
| TOOTHBRUSH | | HAND LOTION | | T-SHIRT 2XLARGE | |
| MAGIC SHAVE CREAM | | MEDICATED SKIN CREAM | | T-SHIRT 3X-LARGE | |
| COLGATE | | MENNEN'S SPEED STICK | | BOXER SHORTS 30-32 | |
| ORAL ANALGESIC GEL | | BABY POWDER | | BOXER SHORTS 34-36 | |
| THERMAL PANTS | | SHAVING CREAM | | BOXER SHORTS 40-42 | |
| THERMAL TOP 2X | | AIM TOOTHPASTE | | BOXER SHORTS 42-44 | |
| SPORTS BRA | | EFFERGRIP | | BOXER SHORTS 2X | |
| TENNIS SHOE SIZE 8 | | ROLAIDS | | TUBE SOCKS WASHCLOTH | |
| TENNIS SHOE SIZE 9 | | COUGH DROPS | | SHOWER SHOES MEDIUM | |
| TENNIS SHOE SIZE 11 | | ACNE TREATMENT | | SHOWER SHOES LARGE | |
| TENNIS SHOE SIZE 12 | | MUSCLE RUB | | | |
| TENNIS SHOE SIZE 13 | | 1-DAY VITAMINS | | | |
| WRITING TABLET | | BLUSH | | | |
| COLORED PENCILS | | FACE MAKEUP | | | |
| DRAWING PAD | | EMERY BOARDS | | | |
| BOWL W/LID | | DOUCHE | | | |
| BALLPOINT PEN | | MASCARA | | | |
| TUMBLER | | TAMAX | | | |
| PANJOS | | LADY STICK DEODORANT | | | |
| PALM COMB | | CURLER PACK | | | |
| DOMINOS | | LAUNDRY DETERGENT | | | |
| CHECKERS | | EYE LINER | | | |
| CHESS | | EYE SADOW | | | |
| POKER CARDS | | ANTI FUNGAL CREAM | | | |
| PINOCHLE CARDS | | SALINE SOLUTION | | | |
| UNO CARDS | | PANTENE SHAMPOO | | | |
| COLORING BOOK | | PANTENE CONDITIONER | | | |
| FIND A WORD | | 3-IN-1 CONDITIONER | | | |
| CROSSWORD | | CONDITIONER DRESSING | | | |
| DRAWING ART PAD | | ACTIVATOR | | | |
| AM/FM RADIO | | HAIR PICK | | | |
| EAR BUDS | | LETS JAM GEL | | | |
| AA BATTERIES | | TRES FLOWERS | | | |
| AAA BATTERIES | | DRAKKAR-NOIR LOTION | | | |
| FILE FOLDER | | WHITE DIAMONDS LOTION | | | |
| 9X12 ENVE3LOPE | | STYLING GEL | | | |

PROPOSAL OF OFFEROR

THIS FORM MUST BE COMPLETED AND RETURNED BY ALL OFFERORS

*** Do not reference another section within your Proposal Offer as a response.**

The following proposal is made for furnishing the following service for San Juan County, New Mexico.

Proposal No. 24-25-06 Correctional Food Management, Detainee Commissary & Banking Services

The undersigned declares that the amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this Proposal, and that the undersigned Offeror has read and understands the specifications and conditions of the Proposal.

The undersigned, in submitting this proposal, represents that the Offeror is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract.

The undersigned hereby proposes to perform necessary professional services upon the conditions stated in this proposal after notice of award and execution of a contract.

The rates/fees contained in our proposal are valid for ninety (90) days from the closing of the proposals unless otherwise stated here.

- If applicable, acknowledges receipt of the following Addendum(s):

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Addendum No: _____ Date: _____ Addendum No: _____ Date: _____

Respectfully submitted,

By (Individual authorized to contractually bind the Offeror):

| | |
|---------------------------|------------------|
| (Printed Name) | (Signature) |
| (Title) | (Date) |
| (Offeror/Contractor Name) | (Street Address) |
| (City, State & Zip Code) | (E-Mail Address) |
| (Phone No.) | (Facsimile No.) |



John Beckstead, Chairman
Terri Fortner, Commission Pro-Tem
Gary McDaniel, Commissioner
Steve Lanier, Commissioner
GloJean Todacheene, Commissioner

Shane Ferrari, Sheriff
Tanya Shelby, Clerk
Carol Taulbee, Treasurer
Jimmy Voita, Assessor

SAN JUAN COUNTY
100 South Oliver Drive
Aztec, NM 87410-2432

January, 2024

ATTN: SAN JUAN COUNTY VENDORS

Subject: Campaign Contribution Disclosure Law

To whom it may concern:

Effective May 17, 2006, state legislation requires that any prospective contractor seeking to enter in to a contract with San Juan County, must file a Campaign Contribution Disclosure Form (copy enclosed) with the County. Campaign Contribution Disclosure Forms will be required for each Request for Proposal submitted, sole source award, or small purchase professional service contract with San Juan County.

The Campaign Contribution Disclosure Form must be filed by any prospective contractor whether or not they, their family member, or their representative has made any contributions exceeding two hundred and fifty dollars (\$250), to an applicable state or local public official **prior** to execution of a contract. Campaign contributions made during the two (2) years prior to the date on which the contractor submits a proposal, or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, requires the filing of a Campaign Contributions Disclosure Form if the campaign contribution amount exceeded \$250.

A prospective contractor, family member, or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract. Applicable local public officials for San Juan County are listed above.

Failure to timely complete and return the Campaign Contribution Disclosure Form may delay or prevent business transactions with San Juan County. Should you or a family member, as defined in the Campaign Contribution Disclosure Form, make a future campaign contribution exceeding the \$250 threshold, a Campaign Contribution Disclosure Form must be completed and returned to San Juan County's Central Purchasing Office located at 213 South Oliver Drive, Aztec, New Mexico 87410.

Please contact the Office of Central Purchasing at (505) 334-4551, Monday-Thursday, 7:00 a.m. to 5:30 p.m., should you have any questions or concerns.

Sincerely,

Diana Chapman
Chief Procurement Officer

Enclosure

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

Business Name

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE TO AN APPLICABLE PUBLIC OFFICIAL BY ME, A FAMILY MEMBER OR REPRESENTATIVE.

Signature

Date

Title (Position)

Business Name