

County of Curry



Request for Proposals No. 2018/19-02

INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE DETENTION CENTERS

**Issue Date:
July 19, 2018**

**Proposal Due:
August 8, 2018
Time: 2:00 p.m.**

**Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016**

**Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2018/19-02 Do Not Open"**

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting qualification-based competitive sealed proposals for the provision of inmate meal services at the Curry County Detention Center (CCDC). The services will be provided to **ALL** facilities within the control of CCDC; meaning meals will be provided to the adult male and female facilities and the juvenile facility. All facilities will be referred to herein as "the Detention Center" located at 801 Mitchell Street, Clovis, New Mexico.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than **August 8, 2018** at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.

Troy Hall
Purchasing Agent/
Procurement Officer
Phone – 575-763-6016 Ext. 133
Fax – 575-763-3656
thall@currycounty.org

PURPOSE/GOAL

The goal is for Curry County to enter into a contract with the successful offeror to ensure that the Detention Center has in place a contract for furnishing superior quality food services to the Detention Center seven (7) days per week, and program support services for an approximate average daily population of two hundred fifty (250) adult and juvenile inmates. The contract to be entered into will require the offeror to provide the following minimum services:

1. To deliver high quality food that meets or exceeds and has been rated by established nutritional and health standards.
2. To operate a superior quality food services program utilizing correctional experience and professionally trained personnel.
3. To operate a food service program in a cost effective manner with full reporting to Curry County.
4. To implement a written food service plan with clear objectives, policies, procedures and at least an annual evaluation of compliance.
5. To maintain an open, collaborative relationship with the administration and staff of the Curry County Detention offices and other County offices.
6. To maintain or exceed standards established by Curry County, as well as ACA, State, NMAC and Federal Correctional Food Service standards.
7. To offer a comprehensive program for continuing staff and inmate education, relating to food preparation and service.
8. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

SPECIFIC CONDITIONS

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into meaningful negotiations for projected fees for meal services, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.

4. Proposals shall not exceed thirty-five (35) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages, menus and nutritional analysis and other required forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.
6. Any silence, absence or omission from these specification concerning any point must be regarded as meaning that only the best commercial practices are to prevail and that only material (i.e. food, supplies, etc.) and workmanship of a quality that would normally be specified by County are to be used.
7. The quantities mentioned in this request for proposal are approximate and based upon an average population of 250 inmates. The County reserves the right to increase or decrease amounts as circumstances may require.
8. The offeror must acknowledge and accept that the County reasonable believes sufficient funds can be obtained to make all payments during each of the renewal terms under this contract. The County hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding. If, after formal written request, the county does not allocate funds necessary to continue payments for the renewal term, the County may terminate this agreement at the end of the fiscal year of any one year renewal term. Parties acknowledge and agree that it is the intent of the County that funding will continue throughout the term of this agreement.
9. Curry County's Detention Center consists of an Adult Detention Center located at 801 Mitchell (Clovis) and a Juvenile Detention Center located at 700 N. Main Street, Suite 5 (Clovis). All meals are to be delivered to the Juvenile Detention Center by the offeror in a vehicle or other equipment provided by the offeror for that purpose. Offeror shall provide information on how food will be kept warm during transport.
10. Offeror must be organized for the purpose of providing institutional and/or volume food service, and must have a minimum of five (5) years previous correctional feeding experience with proven effectiveness in administering and managing correctional food service. **Documentation of such must be provided in the proposal.**
11. Offeror must have sufficient qualified and trained staff with sufficient back up personnel to preclude both the absence of and/or delay of contracted food services.
12. Offeror must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
13. The successful offeror must agree to a signed assurance through contract that they will comply with all applicable civil rights requirements, including, but not limited to, 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.

14. The contract period is anticipated to be for an initial two (2) year term, subject to annual renewal of one (1) additional two-year term, for a total possible contract term of four (4) years.

SCOPE OF WORK

The successful offeror will be expected to provide the following minimum services as part of the food service programs:

1. The offeror shall provide three (3) meals per day (morning, noon and evening meals), seven (7) days a week, of comparable nutritional value and quantity, as required by the Detention Center. Meals should consist of two (2) hot and one (1) cold meal, unless an emergency situation exists. The County desires the cold meal to be the lunch meal. The meals shall be established on a five (5) week cycle.
2. Approximate schedule for meal delivery is as follows (subject to change as negotiated in final contract):
 - A. **BREAKFAST** is served between 6:00 a.m. and 6:30 a.m.
 - B. **LUNCH** is served between 11:00 a.m. and 11:30 p.m.
 - C. **DINNER** is served between 4:30 p.m. and 5:00 p.m.
 - D. **EVENING SNACK** for juveniles is served at 8:00 p.m.
3. The offeror will be allowed full use of the Curry County Detention Center kitchen, including all equipment presently available. The County shall pay the utilities.
4. The offeror will be required to serve a balanced diet. Therefore, all offerors, as part of their response to the Request for Proposal, are required to submit a regular menu detailing, at a minimum, a twenty-one (21) day meal plan, with specific portion sizes (indicate cooked or raw weight when appropriate) and caloric content and seasoned variations must be included. Menus shall meet or exceed the applicable diet by standards for adult and juvenile inmates and detainees or nutritional and caloric contents as established by the applicable provisions of all applicable New Mexico Statutes.
5. The County reserves the right to request that menus be varied if too repetitious. Seasoning of food in cooking might be altered, if necessary; and, that other items might be altered. The County's requests shall not cause an increase in the contractor's cost per meal.
6. Because the normal occupancy of the Detention Center is mixed in ethnic and racial origins, primarily Anglo, Native American, African-American and Mexican-American, offerors should plan to develop their menus to meet the unique racial and ethnic balance for Curry County. Flavor, texture, varieties and color

combinations must also be considered. In order to decrease monotony, the 5-week cycle menu will be reviewed/revised by the Offeror at least annually. Unpopular menu items will be replaced by other more acceptable foods within a reasonable period of time. Two menus (summer and fall) and (spring and winter) which reflect availability of seasonal foods, traditional holiday menus, and heavier foods during the colder weather months and light, cool, and crisp foods during the warmer weather months shall be provided.

7. The offeror shall assure the County that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 if hot, 45 if cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard, where indicated). Food temperature logs, as required by the Student Nutrition Authority, shall be maintained for breakfast, lunch, and dinner meals that are delivered to the Juvenile Facility. These food temperature logs shall be delivered with all meals to Curry County personnel. Curry County may reject any meal(s) that do not comply with this standard.
8. The offeror will provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.
 - A. Current Religious Diets are Jewish and Ramadan with less than 10.
 - B. There are roughly 9-15 medical diets for any given week that are honored on "medical orders" only, not inmate ordered.
9. The offeror agrees to provide up to eight (8) holiday or special meals per year for special events, as designated by the Detention Centers, with not less than seventy-two (72) hours' notice. At a minimum, the offeror shall provide special dinners for the following holidays: Easter, Thanksgiving, Christmas, and New Year holiday periods and four (4) meals to be scheduled at the discretion of the Detention Administrator. The Detention Administrator may require the serving of a special meal, not on the cycle menu, one time per calendar quarter at the facility, such meal to be implemented in recognition of good behavior or special circumstances. The menu for the special meal shall be determined by the Detention Administrator. The menu determined by the Detention Administrator will be an equivalent exchange of cost to provide as any other of the holiday/special meals included in the yearly county of eight (8) special meals.
10. The average daily population has been approximately 200-250 adult inmates, and 10-15 juvenile inmates. The average daily population is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals. Current prices per meal for Adult and Juvenile will not be provided as the price is a negotiable item to the RFP and not a scored evaluation criteria.

11. The Juvenile menu must follow the National School Lunch Program standards. Juvenile lunches must meet meal pattern and nutrition standards based on the latest Dietary Guidelines for Americans. The current meal pattern increases the availability of fruits, vegetables, and whole grains in the school menu. The meal pattern’s dietary specifications set specific calorie limits to ensure age-appropriate meals for grades k-5, 6-8, and 9-12. Other meal enhancements include gradual reductions in the sodium content of the meals.
12. All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service by a registered dietitian. **All meals served will meet or exceed the most current Recommended Daily Allowance for a referenced (average) adult male. Meals for juveniles shall meet the standards set forth by the State of New Mexico in the R.C.C.I. – Student Nutrition Program as applied to the Residential Child Care in Institutions nutrition program.** The allowances in Table I are designed to afford a margin of sufficiency and still maintain good nutrition in essentially all healthy persons.

**TABLE I
RECOMMENDED DAILY ALLOWANCES**

Calories	3,000**	Pantothenic Acid	7mg*
Protein	80g	Zinc	15mg
Vitamin A	5, 000 IU	Iodine	110mg
Vitamin D	400	Dietary Fiber	25g
Vitamin E	10 mg	Carbohydrates	358g*
Vitamin C	60 mg	Cholesterol	300mg
Folacin	400 mg	Fat Unsaturated	55 g*
Niacin (B3)	16.3 mg	Fat-Uptal	85 g*
Riboflavin	1.5 mg	Copper	2.5 g*
Thiamin (B1)	1.2 mg	Potassium	3,750mg*
Pyrodoxine (B6)	2.2 mg	Selenium	125mcg*
Cobalamin (B12)	3.0 mg	Sodium	3,000mg*
Calcium	800 mg	Phosphorus	800mg
Iron	10 mg	Magnesium	350mg

*No specific RDA, suggested values

**Average value, individual needs may vary

13. The offeror shall develop a 5-week cycle menu that meets the requirements contained in the following menu specifications. The menu shall identify: (i) the cooked weight serving size portion; (ii) the cooked weight of meat used in combination recipes; and, (iii) use of any item that contains textured vegetable

soy protein. The offeror shall provide a complete nutrient analysis and cooked weight serving size portion for every menu item.

14. The offeror shall prepare and serve well balanced meals which consist of a minimum of 3,000 calories per day for adult. Juvenile menus caloric requirement must follow the guidelines of the NSLP (RCCI) program for breakfast and lunch and the dinner meal must be served exactly the same as the adult meal. Protein must provide an average of 15% of total calories; carbohydrates must provide an average of 55% of total calories; and fat must provide an average of 30% of total calories with no more than 10% of calories from saturated fat. The offeror will use Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences, National Research Council, to provide a generally recognized guideline of nutritional standards. The RDA's for all major vitamins and minerals must be met. Sodium must be limited to an average of 5 grams per day and cholesterol must be limited to an average of 500 mg per day or less. Typically "spicy" foods (e.g., Frito pie, chili stew, enchiladas, etc.) must be prepared with mild seasonings. Additional seasoning (e.g. peppers or salsa) shall be made available for the meal.
15. The offeror shall prepare and serve a balanced breakfast each day. Breakfast shall consist of such foods as fruit of juice, cereal, eggs, toast or bread substitute and margarine. A beef or turkey product shall be served at breakfast at least four (4) times per week. Each breakfast meal shall include 16 ounces of milk and at least 16 ounces per breakfast meal of coffee. In addition, four (4) ounces of 100% fruit juice shall be served four times per week. County will provide the equipment to serve the bulk coffee and juice. The food shall be rotated to provide variety, sufficient quality, and quantity to satisfy the needs of designated persons taking this meal.
16. The lunch and dinner meals shall consist of an entrée, one (1) cooked vegetable or vegetable substitute, dessert, bread or bread alternate, margarine when appropriate, choice of available beverage, and salad. If tossed salad is served it must contain lettuce and three additional raw vegetables such as tomato, celery, carrots or cabbage and include an appropriate salad dressing. At least one (1) of the salads being served during the day (either the lunch or dinner meal) shall be of a fresh fruit or fresh vegetable variety. Every lunch and dinner entrée shall use beef, poultry or fish as the protein component. The entrée will consist of 3-4 ounces (cooked weight) of meat, fresh poultry, or fish; or of 8 ounces (cooked volume) of stew or casserole containing meat each lunch and dinner meal shall include a 16 ounce beverage.

17. The offeror shall provide two (2) desserts per day, one (1) at lunch, and one (1) at dinner. Either whole fresh fruit or sliced fresh fruit (4-6 ounce portion) shall be served not less than three (3) times per week and may be served for dessert.
18. The offeror shall understand that future changes to the menu shall be certified by a registered dietitian along with a complete nutritional analysis and cooked weight portion size for each item on the specified menu for each meal as required. The menu submitted, once reviewed and approved by CCDC, shall be instituted by the offeror upon contract start date. All requests for changes in the approved menu shall be submitted to the Detention Administrator who shall make the final decision concerning the appropriateness of the menu. Where combination foods are on the menu, the offeror shall make available the recipe providing the list of ingredients and their quantities, the number of servings, and the size of each serving with the five (5) week menu cycle.
19. The specifications set forth below are to establish minimum qualities acceptable to CCDC in the procurement of raw foods. The offeror shall furnish CCDC with a complete list of the grades and qualities of raw food to be used in the production of meals, snacks, and other nourishment.
 - A. Canned fruits – fancy and choice grades/water packed
 - B. Dairy products – Grade A fresh milk 2.0% fat or lower.
 - C. Eggs – USDA Grade AA (large)
 - D. Frozen foods – Grade A
 - E. Fresh produce and fruits - #1 quality
 - F. Canned vegetables – choice and extra standard grades
 - G. Meats, poultry and fish
 - H. Beef – USDA choice
 - I. Veal – USDA choice
 - J. Lamb – USDA choice
 - K. Poultry – Grade A or USDA inspected poultry products
 - L. Textured vegetable soy products will be allowed but must be approved by the Detention Administrator for therapeutic diets in the initial menu and on an advanced written approval basis thereafter
 - M. Ground beef and ground turkey – USDA utility or better with fat content between 18 and 25 percent (18%-25%)
 - N. Imitation cheese products may be used in meal preparation; however, they may not be used as an entrée. Low fat cheese is to be used for entrees, such as hot or cold sandwiches; toppings; and garnishes.

OFFEROR'S DUTIES AND RESPONSIBILITIES

1. At the commencement of operation, the offeror shall purchase the existing inventory of expendable supplies and food products from the outgoing

contractor, at cost. Such inventory purchased by the offeror shall be deemed the "beginning inventory." At the termination of the contract, the outgoing contractor agrees to sell the "ending inventory" of expendable supplies and food products at cost. As long as 14 days inventory is on hand the purchase of existing inventory can be mitigated.

2. The offeror shall maintain an adequate inventory of expendable supplies including, but not limited to: serving items, cooking items, disposable gloves, paper goods, trash can liners, plastic ware, cleaning supplies, and detergent and chemicals used in ware washing (dishware, utensils, pots, etc.). Generally, non-toxic substitutes for items such as bleach and oven cleaners will be used. Caustic and toxic substances will be handled in accordance with the manufactures guidelines and NMAC Standards.
3. The offeror will ensure that deliveries are made to correspond with the appropriate schedules and security procedures of the institutions. The facility shall require advance written notification of all deliveries.
4. Offeror is responsible for purchasing the correct food items, supplies, and other merchandise. Such items shall be ordered and received in the required quantity and quality and the offeror will ensure that deliveries are made timely in order to adequately meets the needs of the facility.
5. Food inventories purchased are the property of the offeror and the offeror is responsible for loss, damage, spoilage or theft thereof.
6. The offeror shall be responsible for proper handling, storage and refrigeration of food items per regulatory standards.
7. All food items purchased by the offeror for the food production are subject to inspection and approval by the Detention Administrator, Food Contractor Monitor, and the state dietician.
8. The offeror agrees that preference shall be given to local suppliers whenever practical.
9. The offeror agrees to provide any additional food services, as may be mutually agreed upon by both parties to the contract.
10. The offeror shall maintain a two (2) week inventory in stock of nonperishable food. All inventories shall be rotated regularly and the offeror shall insure food items are not served after the suppliers/manufacturer's expiration date. The County will not pay for spoilage, damage, obsolescence, or theft of food items. Storage will be made available at the CCDC facility's warehouse for the offeror's inventory
11. The offeror shall provide all serving utensils, such as, but NOT limited to ladles, spatulas, etc. The offeror shall supply trays, cups, tumblers and bowls. The offeror shall be responsible for purchasing and maintaining disposable flatware, as well as sandwich bags, paper bags, paper towels and napkins for all feeding

operations. The offeror shall supply all required Styrofoam products for emergency situations or when required such as foam hinged trays, plates, bowl, cups, etc. The offeror shall be responsible for the inventory of these items and ensure proper handling.

12. The offeror shall supply all paper products, household items, and cleaning supplies. The offeror shall be responsible for proper storage control of those items to prevent any theft, damage, or other loss. All office supplies necessary for the management of the operation shall be provided by the offeror, except those forms required by CCDC for compliance with established regulations.
13. Food Service equipment and trays damaged through the intentional or negligent acts of the offeror or the offeror's employees shall be the offeror's responsibility. The offeror shall be responsible for the purchasing and cleaning of linen and uniforms for offeror staff in the dietary operation. Offeror personnel will be required to wear distinctive food service uniforms that are easily distinguishable from the inmate kitchen labor force.
14. Offeror shall assist and participate in the internal budget process by providing written input for each facility to the Detention Administrator. The information required shall consist of replacement of food service equipment and/or kitchen supplies, etc.
15. Offeror shall be responsible for routine cleaning and housekeeping of food service preparation area and equipment, service and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. A schedule will be provided to the Detention Administrator as to the designated days of all weekly cleanings, and deep cleanings that are to be done in the kitchen. Cleaning and maintenance supplies shall be provided by the offeror and all equipment must pass routine inspections by the Detention Administrator.
16. Offeror shall submit to the County, on the first day of each week covering the preceding week, an invoice for meals served. The price per meal charged to the County shall be described in the proposals and shall be guaranteed for all meals during the term of the contact.
17. The offeror shall return to the County at the expiration of this contract the food service premises and all equipment furnished by the County in the condition in which received, except to the extent of the following: ordinary wear and tear; said premises and equipment lost or damaged by fire, flood or unavoidable occurrence; and equipment stolen by persons other than employees, providing all damages and losses are promptly reported to the County. The County will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the County has exceeded its useful life, will be replaced by the County after consultation with the offeror.

18. Access and Records – The offeror shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Detention Administrator on a weekly basis on the first working day of the subsequent week. In addition, all such records shall be made available to the county, for auditing purposes, at any time during regular working hours.
19. The offeror shall reimburse CCDC at five cents (.05) per page for photocopies reproduced on County copiers.
20. The County will provide internet service to the offeror.
21. Facility inspections shall be made by the Detention Administrator weekly or when deemed necessary, with or without advance notice to the offeror. The facilities and equipment used in the contract shall not be used to prepare food for agencies or persons other than those designated under this proposal without advance written approval of the Detention Administrator.
22. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
23. The offeror will conduct and document inspections of food service equipment owned by CCDC. The offeror shall notify appropriate facility personnel, in writing, of any equipment malfunctions or equipment in need of replacement.
24. Repair or replacement of equipment necessitated by normal wear and tear will be the responsibility of the County. The offeror is responsible for repair and replacement of equipment that is rendered un-serviceable through the abuse or negligence of persons employed by the offeror.
25. Site visits must be done during the optional pre-proposal conference.
26. The planned menu for the coming month shall be dated, posted and distributed to the inmate population.
27. Maintain nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include procedures for hazard analysis critical control point (HACCP Plans).
28. Maintain, for testing purposes, a sample meal for seventy-two (72) hours for each meal served.
29. Maintain a daily food temperature log in the facility SMU and all satellite feeding locations.

EMPLOYEE STAFFING, DEVELOPMENT AND TRAINING:

1. All offerors staff shall successfully complete a security background check, fingerprinting, and have final approval of the Detention Administrator. Approval shall be granted within 90 days of placement with the County. The Offeror shall require all its personnel to complete a one (1) week, forty (40) hour, pre-service orientation training period; such orientation to be provided by CCDC, with the exception of on-the-job training. Pre-service orientation training must be completed within the first

two (2) weeks of hire.

2. Assign a minimum of two (2) staff employees per shift and one (1) manager to oversee and supervise all aspects of the food service operation during normal hours Monday – Friday. For weekends, the manager can be on-call. Kitchen personnel will be physically present in the kitchen from 4:30 AM to 7:00 PM. Inmates may assist in food preparation, as long as they have been instructed in proper food preparation and handling, and are supervised. The offeror will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including the number of inmates required per shift. County currently has five (5) to six (6) available inmates assigned to the kitchen per shift. The offeror agrees to train and supervise such personnel, subject to County overall control.
3. Offeror shall secure and timely pay all federal, state and local licenses, permits, taxes, and fees required for the continuous operation of the food services provided hereunder.
4. All employees must be certified in a food safety program approved by CCDC within thirty (30) days of employment with the offeror. Proof of certification shall be provided to CCDC. All inmates assisting in food preparation and handling shall be properly trained prior to assisting.
5. Offeror will develop and implement a safety and instructional program to ensure that all food service employees and inmates are familiar with proper operating procedures/conditions of food service equipment.
6. Inmate's job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Offeror will provide job titles and job descriptions for all inmate job positions.
7. Other in-service training shall be provided by the offeror to include: sanitation techniques and procedures, emergency feeding, dishwashing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by CCDC or the Offeror.
8. The Offeror will maintain written documentation of training required and any other training provided, which must be permanently maintained in each employee's personnel file.
9. Offeror will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Stewards. These materials shall at all times remain the property of the Offeror.
10. Employees shall be of good moral character and free from any physical, emotional or mental condition, which might adversely affect their performance. Written certification of compliance must be submitted to the Detention Administrator prior to the employee entering the facility.
11. Employees shall not have been convicted by any state or by the federal government of a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison.
12. Written certification of compliance must be submitted to the Detention Administrator prior to the employee commencing work at the Adult or Juvenile

Detention Centers.

13. Employees will agree, in writing, that they understand any personal belongings entering the Detention Centers are subject to search, without notice, at the discretion of the Detention Administrator. A copy of this written agreement will be maintained on file with the employee's background check/clearance.
14. Employees shall provide both facilities with written, valid, emergency contact numbers.
15. The Curry County Detention Centers are non-smoking facilities. Employees shall not bring matches, lighters, or tobacco products into the facility, without the prior written approval of the Detention Administrator. Offeror employees may only smoke in areas designated by the Detention Administrator.
16. Training in food service delivery and management shall be provided by the offeror to all inmates used. The proposal shall outline what this training will entail as part of the offeror's overall vocational training program.
17. All proposals must clearly detail the proposed use of the food service manager and inmates as part of the offeror's food service proposal. The proposal should include a detailed explanation of the method of supervision, performance review, job description and overall approach to working with County employees.
18. Inmates shall not be permitted to supervise other inmates. Inmates shall not be permitted to enter the offeror's office space located in the kitchen.
19. Daily processing of complaints: Food service complaints from inmates must be addressed at least daily as follows:
 - A. Trained personnel shall act upon all complaints.
 - B. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints.

HEALTH EXAMINATIONS:

1. The Offeror shall ensure that Offeror's employees maintain compliance with all Federal, State, and Local health roles and regulations throughout the term of the contract, and agrees to submit satisfactory evidence of compliance with all health regulations to the Detention Administrator.
2. All personnel employed by the Offeror shall have a medical statement certifying that they are free of any contagious form of tuberculosis, hepatitis, or any other infectious disease prior to working at the Detention Facility. T.B. skin tests shall be administered annually by the Offeror on all personnel under their employ except those employees with documented past positive T.B. tests. All pre-employment T.B. screenings must be completed with an outside agency, as County medical is a contracted medical provider. A chest x-ray is required for personnel with positive tests at the time of hiring and for all personnel who convert their tests to positive.
3. Offeror personnel shall be removed temporarily from work if they develop contagious respiratory, gastrointestinal, or skin disease and shall not return to work until medically cleared.
4. The Offeror is responsible for conducting a documented daily health and sanitation check on all inmate food service workers reporting to work. Inmate food service workers

shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such inmates shall not return to work until medically cleared. Inmates, who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

SECURITY:

1. The Offeror staff shall comply with all policies and procedures of County and CCDC. Current rules and regulations will be provided electronically to Offeror upon execution of a contract and shall be available from CCDC staff to the Offeror.
2. CCDC shall provide identification badges for all Offeror personnel. The Offeror is responsible for paying the cost of all lost badges for persons under their employ.
3. The Offeror staff shall not engage in illegal, prohibited or other activities with inmates, which could endanger or disrupt the orderly operation of the facility.
4. During the duration of the contract period, the facility shall provide security measures for the Offeror's employees comparable to that provided for CCDC employees.
5. CCDC reserve the right to restrict access to the facility and require the immediate removal of any person(s) without prior notification for security reasons.

AUTHORIZED FOOD SERVICE OPERATIONS:

Offeror shall not be authorized to utilize the CCDC amenities or to conduct or prepare any food items for any other food service or purpose not specified in the contract.

COMPUTERIZED SYSTEM:

The Offeror shall provide computer hardware and software to implement and maintain system for inmate menu assessments, food production and delivery controls, inventory management, billing, management reports, and other managerial functions.

INSPECTIONS AND MEETINGS:

1. Personnel of CCDC may at any time inspect the following: the food storage area, preparation area, serving areas, and test food for palatability, proper portion size, accuracy of medical diets.
2. The County may reject food or material that does not meet the specifications contained in the terms of the contract or in the approved menu, and will require the Offeror to substitute food or material, which complies with the specifications.
3. Offeror's representatives and CCDC representatives shall meet quarterly to discuss contract compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall be submitted to the Detention Administrator and Compliance Office by the Offeror.

PERFORMANCE MEASURES

The following performance measures shall be applicable to the Offeror and made part of the contract:

1. For each staff vacancy of a mandatory FTE over 30 days, Offeror shall pay County \$50 per day for each day the position is not filled. Penalties will not be assessed as long as the positions are filled by overtime or other personnel. County will not be required to pay any additional costs for overtime incurred.
2. For each instance of failing to comply with maintaining required records there will be a \$100 charge for each day a required record is not maintained, for each record.
3. For each instance of failing to comply with NMAC Standards addressing food service, there will be \$200 charge.
4. For each instance of failing to comply with employee development and training there will be a \$100 charge per day for each employee who does not receive required training on a timely basis, until training is received. For required training that is provided by CCDC (e.g., new employee orientation), no penalty shall accrue if CCDC failed to make such training available on a timely basis.
5. Each instance of deviation from the published menu, \$100 per meal.
6. Each instance of insufficient food amount to feed each inmate the published meal at the required portions, \$1000 per meal.
7. Each instance of failing to follow recipe (proper amount and/or correct ingredients), \$100 per meal.
8. Each instance of deviation and/or shortage on sack lunch, \$100 per meal.
9. Meal start time more than 30 minutes late, due to fault of offeror; \$100 per occurrence.
10. Each instance of failing to meet minimum standards of food purchase specification, \$100 each occurrence.
11. For each instance of failing to comply with CCDC Food Service Inspection there will be a \$100 charge for each inspection that notes a deficiency.
12. For each critical violation on any Environment Department inspection report there will be a \$1000 charge per each cited Critical violation;
13. For each Non-critical violation on any Environment Department inspection report there will be a \$100 charge per each cited violation.
14. For over-billing (billing for more than the number of meals actually served), \$100 per occurrence +refund the cost of meals billed but not served.
15. Non-compliance with a food service standard during an official NMAC audit, \$5,000.
16. Any contract requirement, not cited above, found to be in non-compliance; if reported in writing to the offeror and offeror does not cure within prescribed time lines; \$100 per day for each day of non-compliance until corrected.

An Event of Default on the part of the offeror is defined as the offeror's material failure to comply with any provision of this Agreement including the performance measures set out herein.

Upon the occurrence of an Event of Default on the part of the Offeror, CCDC shall provide written notice to the Offeror of the default and shall specify a reasonable period of time in which the offeror must cure the default, unless CCDC notifies the offeror of its intent to terminate pursuant to the Food Service RFP. If the offeror fails

to cure the default within the reasonable period of time specified, or if there have been several default or a series of defaults, CCDC may pursue any remedy allowed by law or in equity. If said default is failure to comply with any provision of this Agreement or the performance measure set out herein, the offeror will pay CCDC liquidated damages in the amount of \$2,500 for each day or occurrence, as applicable and specified in the performance measures, that the offeror is in default; and for each provision of this Agreement or performance measure that the offeror has failed to cure. This provision shall not impair the right of CCDC to reduce the daily service fee. CCDC has the right to request:

1. Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. CCDC reserves the right to verify the number of meals served.
2. A two week current staffing pattern and work schedules for all employees.
3. A complete current job description for all positions and inmate assignments.
4. Records of all staff to include days worked and absences.
5. Records of meal counts for each meal by location according to established meal count procedures.
6. Daily records documenting all refrigerator and freezer temperatures, serving temperatures of all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to meet health standards and to document compliance with New Mexico Association of Counties Standards and the New Mexico Environment Department Food Service and Food Processing Regulations.

The planned menu for the coming month shall be dated, posted and distributed to the inmate population.

Maintain nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include procedures for hazard analysis critical control point (HACCP Plans).

Maintain, for testing purposes, a sample meal for seventy-two (72) hours for each meal served.

Maintain a daily food temperature log in the facility SMU and all satellite feeding locations.

PROPOSAL PACKAGE

Each offeror must submit the following as labeled and in the same order as follows:

1. **Experience and Expertise.** Offeror shall demonstrate experience and expertise with correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, the district manager and transition team.

2. **Quality and Feasibility:** The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the meal service company will achieve the requirements of the RFP. Quality will be determined by the creativity of the meal service company in meeting the requirements of the RFP.
3. **Past History & References:** Offerors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of size comparable to Curry County.
4. **Managers Qualifications:** Offerors shall include a detailed summary of qualifications for the individual who will be managing the on-site delivery of services.
5. **Proposed Menu & Specialty Items:** Offeror shall submit a regular menu as outlined in the Scope of Work of the RFP detailing, at a minimum, a twenty-one (21) day meal plan, with specific portion sizes (indicate cooked or raw weight when appropriate) and caloric content and seasoned variations must be included. Points will be given on the variety of the menu. Offeror must list the holiday or special meals menu and will be given points based on the variety and uniqueness of the menu.
6. **Price List:** The price list must be sealed in a separate envelope to be opened after evaluation. This information is for discussion purposes and negotiations ONLY
7. **PRESENTATIONS:** Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the presentations/interview(s). Up to an additional 20 points may be added to original scores, if presentations are requested by the County.

EVALUATION CRITERIA

1. Experience and Expertise	30 Points
2. Quality and Feasibility	25 Points
3. Past History & References	15 Points
4. Managers Qualifications	15 Points
5. Proposed Menu & Specialty Items	15 Points
6. Price List	No Points
7. Presentations	20 Points (if requested by County)
Maximum Evaluation Score	<u>120 Points</u>

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.

4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	7/19/2018
2.	Mandatory "Notice to Owner of Intent to Propose"	Potential Offerors	7/27/18
3.	Deadline to Submit Questions	Potential Offerors	7/27/18
4.	Last Response to Written Questions/RFP Amendments	Curry County	8/1/18
5.	Submission of Proposal	Offeror	8/8/18
6.	Proposal Evaluation	Evaluation Committee	8/8/18 thru 8/15/18
7.	Selection of Finalist(s)	County	8/15/18
8.	Oral Presentation by Finalist (optional)	Offeror	TBD
9.	Approve Recommendation of Evaluation Committee	County Commission	8/21/18
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	8/21/18 thru 8/30/18
11.	Approve Contract	County Commission	9/4/18

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #26
2. Offeror's Response Form – Page #27
3. Execution of Proposal Form – page #28

4. Offeror's Reference Form – page #29-30
5. Offeror's Certification and Non-Collusion Affidavit – page #31
6. Offerors Information Form – page #32
7. Copy of Business License – include with page #32
8. Completed W-9 – include with page #32
9. Options, Exceptions or Variations – Page #33
10. Resident/Veterans Preference Certification – page #34
11. Campaign Disclosure Form – pages #35-36
12. Proof of Insurance

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful offeror.

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

Notice: The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.

9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactorily. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
19. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.

21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
23. The Offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
25. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
26. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the

terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

28. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.

29. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.

30. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

31. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director
Curry County Administration
417 Gidding Street, Suite 100
Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Electronic Payment Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or thall@currycounty.org with a copy to Carol Pipes, cpipes@currycounty.org.

PROPOSAL FORM
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"
RFP #: 2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, thall@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

July 27, 2018

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ **Firm DOES INTEND to respond to this RFP**

_____ **Firm DOES NOT INTEND to respond to this RFP**

THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE July 27, 2018

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My commission expires: _____

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

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature Date

Typed Name & Title

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

OFFEROR'S REFERENCE FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

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

OFFEROR'S REFERENCE FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

4. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

5. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____

Phone _____ FAX _____ Email _____

Describe Scope of Work and dates of project/service: _____

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

PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2018/19-02 Inmate Meal Services for Curry County Adult and Juvenile Detention Centers** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

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

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

1. Legal Business Name: _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business _____ State of Registration _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone _____ FAX _____
8. Email _____
9. Company Website _____
10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

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

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. **THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS** _____
Signature

2. **THERE ARE NO OPTIONS, ETC. LISTED.** The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

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

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

_____ (NAME OF CONTRACTOR) hereby certifies the following
in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Resident Business/Veteran Business Certificate Number: _____

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2018/19-02 INMATE MEAL SERVICES FOR CURRY COUNTY ADULT AND JUVENILE
DETENTION CENTERS
DUE DATE: AUGUST 8, 2018

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**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.

“**Prospective contractor**” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: Commissioners Ben McDaniel, Angelina Baca, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, Sheriff Wesley Waller, or Probate Judge Mark Lansford.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

--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)

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