

**SANTA FE COUNTY
CORRECTIONS DEPARTMENT**

REQUEST FOR PROPOSALS



**FOOD SERVICES & COMMISSARY FOR THE
ADULT DETENTION FACILITY**

RFP NO. 2024-0174-CORR/BT

Commodity Code(s):95284 & 68070

January 2024

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I. ADVERTISEMENT

**REQUEST FOR PROPOSALS
SANTA FE COUNTY CORRECTIONS DEPARTMENT
FOOD SERVICES & COMMISSARY FOR THE ADULT DETENTION FACILITY
RFP NO. 2024-0174-CORR/BT**

Santa Fe County is requesting proposals for the purpose of procuring food services and/or Commissary for the Santa Fe County Adult Detention Facility. This may be a multiple award solicitation. All proposals submitted shall be valid for ninety (90) days subject to action by the County. Santa Fe County reserves the right to reject any and all proposals in part or in whole. A complete proposal shall be submitted in a sealed container indicating the proposal title and number along with the offeror's name and address clearly marked on the outside of the container. All proposals must be received by 2:00 PM (MDT) on February 15, 2024, at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, New Mexico 87501. To combat COVID-19 illness, the submission of proposals will also be accepted electronically utilizing a Dropbox. Please utilize this link to upload your proposal submission. <https://www.dropbox.com/request/Dt7Vkfa6tgpJ50xiLbKy>. By submitting a proposal for the requested services, each offeror is certifying that its proposal complies with requirements stated in the Request for Proposals.

A Pre-Proposal Conference will be held on January 23, 2024, at 10:30 AM (MST) online via Webex using link provided below or by calling 1 (408) 418-9388 meeting number: 24911376129. <https://sfco.webex.com/sfco/j.php?MTID=m6dfdda89702c6f3f888379210455924f>

EQUAL OPPORTUNITY EMPLOYMENT: All qualified offerors will receive consideration of contract(s) without regard to race, color, religion, sex or national origin.

Request for proposals will be available by contacting Bill Taylor, Procurement Manager, 102 Grant Avenue, Santa Fe, New Mexico 87501, by telephone at (505) 992-6753 or by email at wtaylor@santafecountynm.gov and/or Maricela Martinez, Public Safety by telephone at (505) 986-2415 or by email at mcmartinez@santafecountynm.gov. You may also access the solicitation on our website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations>

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Publish: January 14 & 15, 2024

II. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Santa Fe County is requesting proposals to acquire the services of an experienced and qualified firm to operate and manage a comprehensive food service program and/or Commissary Services in an institutionalized setting using personnel with experience providing food services in detention facilities for the Adult Detention Facility (ADF) located in Santa Fe County. In order to harbor a good competition for both Food and Commissary Services, the County would like to offer a multiple source award agreement in accordance with NMSA 1978 13-1-153. Firms are not required to provide both Food and Commissary but rather can provide either services.

B. SCOPE OF WORK

1. OVERVIEW

Santa Fe County Corrections Department manages the Santa Fe County Adult Detention Facility (ADF) located at 28 Camino Justica, Santa Fe, New Mexico, 87508 and houses a population up to 600 inmates. All proposals shall be for facility food service implementation, start-up, training, management, labor, inventory of County owned consumable and non-consumable supplies, disposables, all food products and other related services necessary to maintain a food services program in a correctional facility.

2. SCOPE OF SERVICES

- a. The contractor shall provide at a minimum of two laborers and one manager/supervisor on-site per shift for dietary operations to include meal preparation and serving of meals for inmates, residents and staff at the facilities. Management of the food service operation will also include:
 1. Purchasing
 2. Receiving
 3. Food Storage
 4. Sanitation/Cleanliness
 5. Menu Planning
 6. Training and management of kitchen staff and inmates assigned to the kitchen facility (if allowed)
 7. Record keeping and accountability
 8. Commissary inventory and operations, to include management of phone card sales
- b. The Contractor agrees to pay all federal, state, and local taxes, which may be assessed against the Contractor's equipment or merchandise while in or upon the Premises.
- c. Compliance with all applicable federal, state, and local government's regulations pertaining to food services, health and correctional institutions is

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mandatory. Contractor shall keep in effect all necessary licenses, permits and food handler's cards required by law, and shall post such permit in a prominent place at each facility as required by law.

- d. 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. The Contractor agrees that the Contractor's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which the County imposes upon the County's employees and agents.
- f. The Contractor agrees to follow the Security Requirements set forth in Appendix B of this Agreement.

3. STAFFING REQUIRED –

a. The Contractor will provide the necessary staff to prepare and serve food and to perform all duties to ensure acceptable sanitation and cleanliness. Management of inmate workers will be coordinated with the Facility Manager. The County may provide inmate workers to help in the kitchen and will work with the Contractor or his designated representative prior to the startup of services to determine the number of inmates required. Such inmates may be assigned duties in the food service operation that may include sanitation, food preparation and production and storeroom functions. However, for security reasons, the Contractor shall produce and provide all non-inmate meals under the contract without the use of inmate labor.

b. The Contractor's food service manager shall have a dietician available (at its own expense) to calculate medical diets ordered. All meals served shall be from dietician pre-approved menus. The County will not pay for meals that are not approved by the Facility Administrator.

c. The Contractor shall hire all employees necessary for the performance of this Agreement. All persons employed by the Contractor shall be the employees of the Contractor and not the County. The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, natural origin, or age, in violation of federal, state or local laws.

d. The Contractor will provide inmate workers, at the adult facility, with adequate and clean aprons/uniforms and shoes necessary to perform work within the kitchen area.

e. The Contractor shall ensure that all staff hired to support the contract will be subject to health examinations as proper federal, state, and local authority may

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require in connection with their employment. A copy of the examination results shall be placed in the employee's personnel files and will be available for inspection by the County.

f. Background checks will be required for the Contractor's on-site management and staff members, because the services will be provided in a secure facility for inmates and residents, for which the County is responsible. The background checks, as permitted by law, will be conducted at the Contractor's expense and should include at the minimum the following screening: 1 – employment check, 2 – driving records and, 3 – criminal background screening. The County may conduct criminal NCIC background checks on all on-site staff members periodically.

g. The Contractor shall initiate a comprehensive training program for all current employees to include food safety and handling, emergency procedures, and inmate interaction and safety training.

h. The Contractor shall provide the county an employee list by title and job function and maintain the appropriate staffing levels required for the efficient operation of the food service program. Such levels required will be coordinated with the Facility Administrator or his designee working with the Contractor's designated representative to determine the numbers and types required for efficient operations.

i. The Contractor shall provide qualified and professional staff to manage the complete operation of food services at each facility for which a proposal is submitted. The Contractor shall provide sufficient staff to provide food service and supervise inmates assigned to assist in preparation of meals. Failure to comply with this requirement will result in forfeiture of the meal's cost to the facility.

j. Contractor shall provide adequate management and supervision of all shifts, two (2) shifts per day, seven (7) days per week, 365 days per year (366 days per year during a Leap Year), on a schedule to be approved by Santa Fe County.

k. A Food Service Manager (or Contractor's employee designee) 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.

l. The Contractor shall operate as an independent contractor in a cost effective manner with reporting and accountability to the Facility Administrator or his designee.

m. The Contractor agrees to comply with applicable federal, state and local laws and regulations pertaining to wages, workman's compensation, and hours of employment.

n. Food Service Manager shall maintain a cooperative and collaborative relationship with the Facility Administrator and staff.

4. MEALS SERVED DAILY

All meals shall be prepared onsite daily at the facility.

5. ADF REQUIREMENTS

a. The Contractor shall provide and serve breakfast, lunch, and dinner, of comparable nutritional value and quantity, as required by the American

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Correctional Association (ACA), the New Mexico Association of Counties (NMAC), the State of New Mexico Department of Corrections Food Service Manual, most current edition, and the National Commission on Correctional Health Care, Bureau of Prisons (BOP).

- b. The Contractor shall ensure that all menus and special diets 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 provided by the Contractor. All meals served will be in compliance with the most current Recommended Daily Allowance for a referenced (average) adult male as established by the National Academy of Sciences.
- c. The Contractor shall provide wholesome, healthy meals with caloric content of 3200 calories per day. Portion sizes shall meet the requirements of Santa Fe County.
- d. The Contractor will provide a monthly detailed listing of additional food or beverage services and “spirit lifter meals” provided to the County, which should be provided at no additional cost to the County, which are in addition to the adult inmate meals and staff/visitor meals.

6. DAYS AND HOURS OF OPERATIONS ADF

The Contractor shall provide a total of three (3) meals per day at times specified by the Facilities Administrator. Approximate times for meals are listed below:

BREAKFAST	is served between 5:00 am and 6:30 am
LUNCH	is served between 11:00 am and 12:30 pm
DINNER	is served between 4:00 pm and 5:30 pm

(Dinner for Detention Officers on the night (graveyard) shift shall be the breakfast meal)

Note: Not more than 15% of meals served may include sandwiches

Contractor must provide to the County Finance Department documentation of all staff and visitor meals.

7. TRAINING

- a. The Contractor shall ensure that Contractor’s on-site staff will be trained regarding the policies and procedures, rules and regulations of the Detention Facilities of Santa Fe County.

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- b. The Contractor shall distribute a written job description to each member of the Contractor's on-site staff that clearly delineates his/her assigned responsibilities. The Contractor shall provide a copy of the job descriptions to the Facility Administrator(s).
- c. All staff provided by the Contractor shall be required to attend a Santa Fe County facility orientation program, at mutually agreed upon times so as to not disrupt the food services operation. This includes forty hours of annual refresher trainings.
- d. The Contractor shall provide, at its expense on an annual basis, complete health educational training for food service laborers. The training shall include, but is not limited to, food safety and handling, emergency procedures, inmate interaction and safety, bacterial contamination, chemicals, insects, rodents and parasites, proper sanitation procedures and relevant laws. The Contractor's on-site staff member's personnel files will contain past and current training records for the time that they are assigned to the Adult Detention Facility

8. EQUIPMENT

- a. Facilities: The County will provide, install, maintain, repair, and permit the contractor to use existing capital equipment. The Contractor shall take reasonable measures necessary to assure the County that its equipment is being properly used and maintained. The Contractor will be responsible for repair of damaged equipment due to negligence of its employee(s). The County will provide preventative maintenance and repair service on all County-owned equipment. The Contractor shall notify the jail administration of any equipment that requires preventative maintenance, repair or replacement. The County shall be responsible for maintaining kitchen appliances and equipment that is County-owned. Contractor shall report any repairs needed, malfunction, missing parts, missing items of the kitchen appliances and equipment inventories. The Contractor shall reimburse the County for any lost, missing or damaged appliances and equipment under its custody or control.
- b. Utilities: The County shall supply all utilities relating to the operation of the food service area. The Contractor will direct efforts at conserving utilities whenever possible. The food storage warehouse is located outside and apart from the kitchen facility.
- c. In the case of natural disaster or other catastrophic event where the kitchen facilities are not available, the Contractor shall have the capability to furnish and operate a temporary kitchen that is capable of handling the volume of 600 adults.

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- d. **Supplies:** The Contractor shall furnish all supplies, commodities, and equipment not supplied by the County, but that are necessary for the efficient and sanitary operation and provision of the services specified. This shall include all cleaning and paper supplies. If disposable utensil, plates, cups, etc. are used, they are to be biodegradable or able to be recycled or reuse. Polystyrene shall not be used.
- e. **Contractor Responsibilities:** The Contractor shall purchase and pay for all food products, consumable supply inventory, kitchen cleaning products, including but not limited to mops, broom, squeegees etc., food preparation utensils and small appliances, including, but not limited to, cups; spatulas, knives, blenders, slicers, mixers and toasters. The products purchased or used in the food service facilities will remain the property of the Contractor. Items must be identified and noted on an inventory schedule as approved by the Jail Administrator. Contractor employees will be responsible for the security and control of County issued keys and work tools. Tools such as knives, peelers, etc. will be kept in a lockable area when not in use. Recorded inventory control procedures shall be maintained on all such items.

9. MAINTENANCE

- a. The Contractor will obey all federal, state, and local laws and ordinances regarding health, sanitation and safety. The Contractor shall keep all areas allocated for their use in a state of cleanliness that meets with the satisfaction of the State health regulations, County Health Department and any other inspector the County assigns.
- b. The Contractor will be responsible for daily cleaning and housekeeping in the food preparation service, receiving and storage areas, and the removal of trash and garbage from the designated food service area, and will, on a continuing basis, maintain high standards of sanitation policy and procedure. The Contractor will be responsible for cleanliness and maintenance of the loading dock and kitchen vestibule area.
- c. The Contractor will be responsible for the use and sanitation of the trash compactor and its immediate area. The Contractor will report any discrepancies or problems with trash compactor or any other areas that the County should be made aware of. The County will upkeep and provide preventative maintenance of the trash compactor.
- d. The County will oversee the provision of janitorial services under a separate services contract outside the areas not included above. The County will be responsible for extermination services. The Contractor will be responsible to assist

the County by maintaining the cleanliness of the food preparation service receiving and storage areas.

e. The Contractor shall be responsible for providing paper 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 the Contractor shall be provided by the contractor except those forms required by the institution.

10. FOOD REQUIREMENTS FOR ADF FACILITY:

a. Anticipate Number of Meals:

The average daily population recently has been approximately 300 adult inmates. The average daily population is provided as a guideline for the range of anticipated number of meals to be served. The Offeror shall indicate clearly if the proposed price per meal is dependent on a minimum number of meals served and the number where price changes take place. In practice, the price per meal charged shall be determined by multiplying the actual meals served each day times the contract price for that number of meals according to the accepted pricing schedule.

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

c. The Contractor must provide a minimum recommended daily allowance (RDA) and caloric content requirements for the adult residents.

d. Each meal must have a dietician's written certification and the Detention Center's approval prior to being served.

e. A sample basic food group plan and menu pattern for breakfast, lunch and dinner must be made part of this proposal.

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- f. The lunch meal shall not be constant daily repetition of sandwiches. When served, sandwiches shall have ample filling, with mayonnaise spread or other dressing on bread and not be prepared so far in advance of serving that the bread dries out.
- g. The Contractor will be required to serve a balanced diet. Therefore, all offerors, as part of the response to the RFP, are required to submit menus detailing, at a minimum, a five week meal plan, with specific portion sizes (indicate cooked or raw weight when appropriate), caloric content and seasoned variations. Menus shall meet or exceed the applicable diet by standards for adult inmates and detainees and juvenile residents or by nutritional and caloric contents as established by the Food and Nutrition Board (FNB).
- h. A dietician's certification must accompany this proposal in order for this proposal to be considered responsive.
- i. The County reserves the right to request that menus be varied if too repetitious, that seasoning of food in cooking be altered, if necessary, and that other items be altered which may be causing problems. The requests shall not cause an increase in the contractor's cost per meal.
- j. Because the normal occupancy of the jail is mixed in ethnic origin, primarily Anglo, Native American, and Mexican-American, proposers should plan to develop their menus to meet the unique ethnic balance for Santa Fe County.
- k. .
- l. The Contractor will provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The Contractor will submit with their proposal a sample of their corrections diet handbook and a schedule of the four-week menu they propose to serve inmates on special and/or restrictive diets.
- m. The Contractor shall prepare and provide sack (bag) lunches for residents, who are in court or on work details. The sack (bag) lunch shall consist of two (2) sandwiches containing a minimum of 3 oz. of meat equivalent, a piece of fruit, a dessert, one (1) package of potato chips or other similar item, and a beverage. The Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition.
- n. The Contractor shall prepare and provide sack (bag) lunches for facility personnel who are on assignment outside of the facility and unable to return to the facility for a staff meal. The sack (bag) lunch shall consist of 3 oz. meat equivalent, 4 bread, 1 snack item, 2 condiments, 1 fresh fruit, dessert, 8 oz. beverage (bulk,

carton, if milk). The Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition.

o. The Contractor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Facility Administrator.

p. The Contractor agrees to provide catered meals for special events as designated by the Santa Fe County Corrections Department with not less than seventy-two (72) hours notice. On average 10-15 events per year.

q. Sample of RDA:

**TABLE I
RECOMMENDED DAILY ALLOWANCES**

Calories	2,000	Pantothenic Acid	10mg
Protein	42 g	Zinc	15mg
Vitamin A	5,000 IU	Iodine	150µg
Vitamin D	400	Vitamin E	30mg
Vitamin C	60 mg	Vitamin B12	6.0µg
Folate	400 mg	Niacin (B3)	20 mg
Riboflavin	1.7 mg	Copper	2.0 mg
Thiamin (B1)	1.5 mg	Manganese	2.0 mg
Pyrodoxine (B6)	2.0 mg	Selenium	70 µg
Vitamin K	80 µg	Chromium	120 µg
Calcium	1000 mg	Phosphorus	1000 mg
Iron	18 mg	Magnesium	400 mg
Biotin	300 µg	Molybdenum	75 µg
Chloride	3400 mg		

r. All meals should include but not limited to the following daily minimum within each Basic Group to supply the essential nutrients listed in Table I.

Group I: (Four or more servings daily of any combination of the following):

- Cereals (1/2 cup cooked or ¾ cup dry)
- Potatoes or other starches (1cup or 1 unit)
- Enriched or whole grain bread (1 slice)

Group II: (Two or more servings daily of any combination of the following cooked edible portion):

- Meat (3 ounces)
- Poultry (3 ounces)
- Fish (3 ounces or ½ cup)
- Egg (2 units or at least 3 eggs per week)
- Peanut Butter (4 tablespoons)
- Cheese (2 ounces)
- Cottage Cheese (1/2 cup)
- Cold Cuts (2 slices)

Group III: (Two serving daily from the following):

- Fruits: May vary from canned to fresh with the fresh variety being served at least four times weekly.
- 1 unit or ½ cup of fruit, tomato or other rich source of Vitamin C
- 1 unit or ½ cup or other fruit, dried fruit may be substituted
- Vegetables: May be canned or fresh.
- 1 unit or ½ cup of leafy green or yellow vegetables
- 1 unit or ½ cup of other vegetables

Group IV: (The equivalent of 2 or more cups of milk daily)

- Milk – whole or skimmed
- Cheese – may be substituted for milk (1/6 pound of cheese equals 2 cups of milk)

Group V: (To provide additional calories to meet RDA)

- Fortified margarine
- Salad dressings
- Simple desserts: custard pudding, jello, etc.

s. The following is a suggested menu pattern for proposal purposes only:

- **BREAKFAST:**

- Fruit rich in Vitamin C
- Cereal
- Toast or Roll
- Fortified margarine
- Eggs to be served at least 2 times a week
- Beverage

- **LUNCH:**

- Main Dish of Group II (can be served as soup or salad, sandwich or casserole dish)
- Vegetable, preferably raw
- Bread
- Fortified margarine
- Simple dessert
- Beverage

- **DINNER: (Evening Meal)**

- Meat, poultry, fish or other item from Group I
- Vegetable from Group III, may be served as a salad
- Serving from Group I to make four servings per day if not served at lunch
- Simple dessert if not served at lunch
- Bread
- Fortified margarine
- Beverage

t. Surplus Commodities may be used at the Adult Detention Facility. The Contractor shall refund to the County the fair market value of all commodities used in preparation of meals. Payment by the Contractor will be in the form of a credit against the Contractor's charge for services provided. The billing to the Contractor for the commodities used will be processed by the County. The Contractor shall determine the use of commodities for meal preparation. The above stated requirements are in addition to all existing U.S.D.A. and Food Distribution Program's policies and regulations, including the right of site inspection.

11. SERVING MEALS:

a. The Contractor shall supply disposable sporks for inmates and flatware for staff and all other such supplies needed for the serving of meals to the residents and staff at the premises as anticipated in these specifications. The County shall be responsible to provide reusable food trays.

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- b. The Contractor shall provide suggested methods of transportation of food trays from the kitchen to the facility, in a timely manner. These methods may include the current method of transportation being used or more creative and efficient alternatives.
- c. The Contractor shall provide a method of determining ways to delineate those special diet meals for residents and staff. Meals shall be marked with clear and obvious markings so that the person taking the meal shall know that his/her special dietary needs are being fulfilled.
- d. Food shall be served at a minimum of 140 degrees (Fahrenheit) for hot foods and a maximum of 40 degrees (Fahrenheit) for cold foods.
- e. The Contractor shall be responsible for determining the appropriate number of meals to be prepared. The Contractor shall provide sufficient meals for all residents, staff and guests approved by Santa Fe County who wish to eat according to the approved menu schedule.
- f. The Contractor must serve the approved menu. 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, a suitable and legal substitution must be approved by the Facility Administrator (or designee).

12. AFTER MEAL CLEAN-UP

- a. After meals are concluded, the Contractor shall remove all food carts, trays, dishes and utensils from the staff serving area and return them to the kitchen, or properly store them at the serving areas.
- b. The Contractor shall clean the kitchen, staff dining room and food areas that are not an integral part of the living units. Resident trustee laborers on each appropriate floor shall clean pantries following the serving of each meal.
- c. All pots, pans, dishes, utensils and flatware are to be washed at a temperature of 140 degrees (Fahrenheit) to 160 degrees (Fahrenheit). Final rinse temperature is to be 180 degrees (Fahrenheit) or a sanitizing agent is to be used.
- d. All meal trays, work areas, work tables, sinks, stoves, ovens and mixers must be washed, scrubbed and sanitized after each shift usage.
- e. The Contractor shall remove trash and garbage from units, pantries and all other areas served by the Contractor within one (1) 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.

13. REQUIRED RECORD KEEPING

a. The Contractor shall maintain the following records that shall be made available upon request to Santa Fe 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 resident assignments.
 - Records of all staff and residents to include days worked and absences. This report shall be prepared daily by 8:00 am.
 - 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 seventy-two (72) hours a sample meal of each meal served.
 - Resident worker evaluation forms as detailed in these specifications.
 - Security and incident reports.
 - All forms used by the Santa Fe County Adult Detention Facility will be completed and returned within twenty-four (24) hours of occurrence.
- *Offerors are encouraged to be creative with their proposals and to offer any options that may be of interest to the County.*

14. COMMISSARY SERVICE REQUIREMENTS

a. The Contractor agrees to manage the Santa Fe County Adult Detention Center's Commissary Operations in a professional manner.

b. The Contractor will comply with all federal, state and local laws and regulations governing the management of a commissary.

c. The Contractor shall hire the on-site Commissary Director necessary for the performance of this Agreement. The Contractor agrees that no employees of the County will be hired by the Contractor without permission of the County for a

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period of six months after the termination of their employment with the County. The Contractor, in performing work required by this agreement shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, in violation of the federal state and local laws.

d. Commissary orders shall be packed in house with inmate labor and will be delivered at least once per week. Contractor's personnel will deliver bagged orders to each inmate per an agreed upon schedule and in accordance with County's security requirements.

e. Commissary products must be approved by the Facility Administrator or his designee. Products will include small food items, supplies, personal care items, and pre-paid phone cards. Glass and/or metal containers are not permitted.

f. Pre-paid phone cards shall be purchased by Contractor directly from the best available source with the approval of the Facility Administrator. Units are sold to inmates at face value plus an agreed upon handling fee.

g. Commissary items will be available for purchase by inmates housed at the ADF. Commissary items may be purchased for the benefit of ADF inmates ONLY.

h. Product prices (inmate prices) must be approved by the Facility Administrator or his designee, prior to the inclusion in the Jail Management (JM) inventory system. The Contractor will provide an initial price listing of the commissary items to be offered to inmates, to the Facility Administrator. The listing should detail the Contractor's cost of each item, inclusive of GRT, and the sales markup on each item. Inmate prices will be comparable with prices charged at other detention centers and correctional institutions operating in New Mexico. Any item additions, or changes to inmate prices, must also be approved, as above. Proposed price changes, or additions of new items to the initial inventory, shall be documented by the Contractor, per the Facility Administrator's specification, when submitted for approval. Documentation of the approved price change, or item addition, shall be forwarded to designated Santa Fe County Finance staff to be used for auditing purposes. Inmate price changes, and item additions, shall only be entered into the JM inventory software on the 1st of any month, prior to processing of any inmate orders on that day. If, for any reason, a change or addition is processed on a day other than the 1st of the month, SFC Finance staff will be notified.

i. All food products must be properly labeled. Only fresh and legal products may be sold. Items found to be defective or not meeting specifications will be picked up and replaced by the Contractor.

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j. The County provides the Contractor with the necessary space at the Adult Detention Facility for the operation of the Commissary and reasonable security for the Contractor's personnel.

k. Inmate accounts, against which commissary purchases are charged, are maintained by the Facility in its Jail Management software. The Contractor will be required to use this computer software to record inmate commissary purchases. Contractor's staff will be trained in the proper use of the Jail Management software for entering of commissary orders. Contractor's staff will be given access to, and training in, the production of system reports related to commissary functions.

l. All security policies and procedures established for the ADF will be strictly followed. The County reserves the right to enforce existing security policies or establish new policies as necessary to maintain the safe operation of the detention facility. Current security policies include a requirement that the Corrections Department must conduct background checks on all commissary personnel prior to granting them access to the County's detention facilities.

m. **Kiosks** - The Contractor will provide kiosk devices that are compatible or can interface with the Jail Management software and provide cash handling and payment processing services.

n. Contractor will install kiosks in the following locations at the Santa Fe County Adult Detention Center:

- Building A – all four units
- Building B – all four units
- Building C – all four units
- Building D – all four units
- Main lobby entrance
- Booking
- Medical

o. Contractor shall be responsible for all hardware, software, maintenance and replacement of any and all parts of the Kiosk system will be the sole responsibility of the Contractor (at no cost to Santa Fe County). Contractor shall be responsible, if additional cabling is required. The installation and cost shall be the sole responsibility of the Contractor.

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p. Contractor shall be responsible for any damage to the kiosks, whether inmate or public caused, intentional or unintentional, will be repaired in a timely manner by the Contractor at no cost to Santa Fe County.

q. Kiosks must have the capability to display to the user all facility Inmate Rules and regulations.

r. Kiosks should allow inmates to place Commissary orders and check account balances on the Kiosk system. Deposits are accepted for inmates as well as withdrawal of funds upon the inmate's release.

s. **On-line Services:** Contractor shall provide on-Line Services and absorb all fees associated with on-line payment via credit or debit cards. The County WILL NOT assume any fees associated with on-line payment.

All on-line transactions are solely between the Contractor and the outside consumer. Santa Fe County, nor its Jail Management software will be involved in any on-line transactions. All proceeds from on-line sales are to be remitted directly to Contractor.

t. Offerors are encouraged to be creative with their proposals and to offer any options that may be of interest to the County, and could serve to streamline the commissary operation.

u. Compensation and Invoicing:

- Contractor will propose a “rebate percentage”, based on total commissary sales. This “rebate” will be disbursed from Inmate Trust funds to the SFC Inmate Welfare Fund where it may be used for the benefit of inmates. The “rebate” will reduce the amount paid to the Contractor for services, and will be computed as follows:

- Gross Commissary Sales (per SFC JM software)

- LESS Phone Card Sales

- LESS Postage Sales

- LESS Gross Receipts Tax (currently 7.125%) on Non-consumable Sales

- NET Commissary Sales to which “Rebate Percentage” is applied

- Contractor will submit an itemized invoice, on paper or electronically, to designated SFC staff (ADF or Finance), which clearly shows the computation of the SFC rebate and the net amount payable to the Contractor for commissary services. The invoice should be computed as follows:

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- Gross Commissary Sales (per SFC JM software)
 - LESS SFC Rebate (as computed above)
 - Amount Payable to Contractor (invoice amount)
- Contractor's invoices will be audited for accuracy of sales information, and computations, by SFC Finance department staff. The audit will include a comparison between (a) total charges to inmate accounts for commissary purchases, and (b) total sales from inventory (by item) per reports generated from the JM software. Any adjustments made to the invoice as a result of this audit will be communicated to the Contractor's designated staff by SFC Finance staff. In no case, will the total of (a) the invoice payment to the Contractor, and (b) the "rebate" to the SFC Inmate Welfare Fund, exceed total inmate account charges for commissary purchases.

C. INSURANCE REQUIREMENTS

The insurance required by Offeror are listed below.

1. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
2. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. County of Santa Fe shall be a named additional insured on the policy.
3. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

D. PROCUREMENT MANAGERS

The County has designated a Procurement Manager who is responsible for the conduct of this

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procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Bill Taylor, Procurement Manager
wtaylor@santafecountynm.gov

&

Maricela Martinez, Santa Fe County Public Safety
35 Camino Justicia
Santa Fe, NM 87508
Phone: (505) 986-2415
Fax: (505) 989-3243
mcmartinez@santafecountynm.gov

Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding the procurement. Other County employees do not have the authority to respond on behalf of the County regarding this procurement.

E. DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout this procurement document.

“BCC” means the elected Board of County Commissioners for Santa Fe County.

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“Contract” or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

“Contractor” means a successful offeror who enters into a binding contract.

“County” means Santa Fe County.

“Determination” means the written documentation of a decision by the Procurement Manager including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” means a body appointed by the County management to perform the evaluation of proposals.

“Finalist” is defined as an offeror who meets all the mandatory specifications of this Request

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for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the offeror’s proposal.

“Offeror” is any person, corporation, or partnership who submits a proposal.

“Procurement Manager” means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Purchasing Division” means the Santa Fe County Purchasing Division, Administrative Services Department.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to, price, quality, quantity or delivery requirements.

III. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Purchasing Division	January 14 & 15, 2024
2.	Pre-Proposal Conference	Purchasing/Offerors	January 23, 2024
3.	Acknowledgement Form Due	Offerors	January 23, 2024
4.	Deadline to Submit Additional Questions	Offerors	January 26, 2024
5.	Response to Written Questions	Purchasing Division	January 30, 2024
6.	Submission of Proposal 2:00 PM	Offerors	February 15, 2024
7.	Proposal Evaluation	Evaluation Committee	February 2024
8.	Selection of Finalists (If Applicable)	Evaluation Committee	February 2024
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	February/March 2024
10.	Oral Presentation by Finalists (If Applicable)	Offeror	February/March 2024
12.	Contract Negotiations	County, Offeror	March 2024
13.	Contract Award	Purchasing Division	March 2024

Note: If the Evaluation Committee makes a selection at the Selection of Finalists, events 8-10 will not apply.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section III, Paragraph A.

1. Issuance of RFP

This RFP is being issued by the Santa Fe County Corrections Department Adult Detention Facility and the Purchasing Division.

2. Pre-Proposal Conference

A Pre-Proposal Conference is scheduled to occur on the date indicated in the "Sequence of Events" at Section III.A. Your attendance is not mandatory. Questions may be submitted at the Pre-Proposal Conference and after up until the date indicated in the "Sequence of Events" at Section III.A. A public log will be kept of the names of potential offerors that attended the pre-proposal conference.

3. Acknowledgement of Receipt Form Due

A potential Offeror should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as Appendix A to have its name and firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on January 23, 2024.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP addenda.

4. Deadline to Submit Additional Written Questions

Potential Offerors may submit written questions regarding this RFP until the close of business on the date indicated in the "Sequence of Events" at Section III.A. All written questions must be addressed to the Procurement Manager, listed in Section II, Paragraph E and sent via facsimile or e-mail. *Any contact with any other County staff member other than the Procurement Manager named in this solicitation will be grounds for rejection of a proposal.*

5. Response to Written Questions

Written responses to written questions and any RFP addenda will be distributed on the date indicated in the "Sequence of Events" at Section III.A, to all potential Offerors whose names appear on the procurement distribution list.

Additional written requests for clarification of distributed answers or addenda must be received by the Procurement Manager no later than one (1) day after the answers or addenda were issued.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **2:00 P.M. On February 15, 2024**. *Proposals received after this deadline will not be accepted.* The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section II, D. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the County's Request for Proposals RFP No. 2024-0174-CORR/BT and refer to the RFP number and title. **Proposals may also be submitted electronically via DropBox at the link provided below.**

<https://www.dropbox.com/request/Dt7Vkfa6tgpJ50xiLbKy>

Proposals must be delivered to:

Bill Taylor, Procurement Manager
Santa Fe County Purchasing
102 Grant Avenue, 1st Floor
Santa Fe, New Mexico 87501

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the Procurement Manager. This process will take place during the timeframe indicated in the "Sequence of Events" at III.A. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. **Discussions SHALL NOT be initiated by the Offerors.**

8. Selection of Finalists (If Applicable)

The Evaluation Committee may select and the Procurement Manager may notify the Finalist Offerors on the date indicated in the "Sequence of Events" at Section III.A. Only Finalists will be invited to participate in the subsequent steps of the procurement if the Finalist process is used.

9. Best and Final Offers from Finalists (If Applicable)

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date indicated in the "Sequence of Events" at Section III.A.

10. Oral Presentation by Finalists (If Applicable)

Finalist Offerors may be required to present their proposals to the Evaluation Committee. The Procurement Manager will schedule the time for each Offeror presentation. All Offeror presentations will be held at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, New Mexico. Each presentation will be limited to one (1) hour in duration. NOTE: The scores from the proposal evaluation will only carry over to the Oral Presentation evaluation in the case of a tie score after Oral Presentations.

11. Contract Negotiations

The contract will be finalized with the most advantageous Offeror during the timeframe indicated in the "Sequence of Events" at Section III.A. In the event that mutually agreeable terms cannot be reached within the time specified, the County reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

12. Contract Award

The County anticipates awarding the contract on the date in the "Sequence of Events" at Section III.A. These dates are subject to change at the discretion of the Santa Fe County Purchasing Manager.

The contract shall be awarded to the Offeror or Offerors whose proposal is most advantageous to the County, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

13. Right to Protest

Any protest by an Offeror must be timely and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits. The protests must be delivered to the Santa Fe County Purchasing Division:

Bill Taylor, Procurement Manager
Santa Fe County Procurement Office
102 Grant Avenue, 1st Floor
Santa Fe, New Mexico 87501

Protests will not be accepted by facsimile or other electronic means. Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with Chapter 13, NMSA 1978, NMAC 1.4.1 and the Santa Fe County Procurement Regulations.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the terms and conditions in the sample contract attached hereto as Appendix E.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the County. The County will make contract payments to only the prime contractor.

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Offerors' Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. 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.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Santa Fe County Procurement Manager shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal 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.

9. No Obligation

This procurement in no manner obligates Santa Fe County or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether

sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The County requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by the County in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between the County and the Contractor will follow the format specified by the County and contain the terms and conditions set forth in Appendix F.

16. Contract Deviations

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.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA, 1978, subject to Procurement Manager approval.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee, subject to Procurement Manager approval.

19. Change in Contractor Representatives

The County reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately. Any change in contractor representative must receive prior County approval.

20. Notice

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

21. County Rights

The County reserves the right to accept all or a portion of an offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and contractors must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

23. Ownership of Proposals

All documents submitted in response to this Request for Proposals shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected offerors shall be returned after the expiration of the protest period.

24. Electronic Mail Address Recommended

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

25. Preferences in Procurement by Santa Fe County

a. *New Mexico In-state Preference*

New Mexico law, Section 13-1-21 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue

department.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score.

Certification by the department of taxation and revenue for the resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

b. *New Mexico Resident Veteran Preference*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran contractor preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 10% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offeror's score, depending on the business' annual revenue.

The resident business preference is not cumulative with the resident veteran business preference.

OR

Native American Preference.

Native American member-owned resident veteran business, Native American resident contractor or Native American resident veteran contractor certificate issued by the State Taxation and Revenue Department, under law, will receive either eight or ten percent equivalent based on whether they are also a veteran-owned business.

AND

c. *Santa Fe County Preference*

Santa Fe County Ordinance 2012-4 provides for a **County preference** for a

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“Santa Fe County business.” Application of the County preference in procurement requires an Offeror to obtain and provide a Santa Fe County Business Certificate issued by the Santa Fe County Procurement Manager. Certification by the Procurement Manager takes into consideration the business’ corporate standing in the state, business licensure, or registration, the duration of the business’ primary office location and the payment of taxes.

If an Offeror submits with its proposal a copy of its Santa Fe County Business Certificate issued by the Purchasing Manager, 5% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded to the Offerors score.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

27. Double-Sided Documents

All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...” all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County”.

28. Living Wage

Contractor shall comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

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IV. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

Offerors shall deliver one (1) original and four (4) identical copies of their proposals to the location specified in Section II, Paragraph E on or before the closing date and time for receipt of proposals. If submitting responses electronically via Dropbox, please submit two (2) separate files: one file for the proposal response and a separate file the Appendix D Proposed Fee Schedule.

C. PROPOSAL FORMAT

All proposals shall be limited to twenty-five (25), double-sided pages, with exception to professional licenses, resumes and certifications, which shall be added as appendices. The document shall be typewritten on standard 8 1/2 x 11 paper, with a font no smaller than 12 pt. pitch, with nominal 1” margins and normal line spacing. Proposals shall be bound with tabs delineating each section. To combat the spread of the recent COVID-19 illness, the submission Proposals **will be accepted electronically** utilizing a DropBox. Please utilize this link to upload proposal submission. <https://www.dropbox.com/request/Dt7Vkfa6tgpJ50xiLbKy>

1. Proposal Organization

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

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary (optional)
- d) Response to County Terms and Conditions
- e) Response to Specifications – Evaluation Factors
- f) Offeror’s Additional Terms and Conditions
- g) Copy of insurance certificate
- h) Other supporting material (If applicable)
- i) Cost Proposal (**One in separate sealed envelope with the original proposal submission only, if submitting electronically submit as a separate file**)
- j) Campaign Contribution Disclosure Statement

Within each section of their proposals, offerors shall address the items in the order in which they appear in this RFP under Section V.B. EVALUATION FACTORS. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

The **proposal summary** may be included by offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the offeror's proposal.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

2. Letter of Transmittal

Each proposal must be accompanied by a letter of transmittal. The letter of transmittal **MUST**:

- a) Identify the submitting organization;
- b) Identify the name and title of the person authorized by the organization to contractually obligate the organization;
- c) Identify the name, title, email address and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- d) Identify the names, titles and telephone numbers of persons to be contacted for clarification;
- e) **Explicitly** indicate Acceptance of the Conditions Governing the Procurement stated in Section III, Paragraph C.1;
- f) Be signed by the person authorized to contractually obligate the organization;
- g) Acknowledge receipt of any and all amendments to this RFP.
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix F.

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V. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each evaluation criteria. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

A. Time Frame

The contract is scheduled to begin in or around July, 2024. Santa Fe County intends on awarding a contract with a term of four years.

B. Evaluation Criteria

A brief explanation of each mandatory criteria is listed below. Offerors are encouraged to fully address each category completely.

Food Services Evaluation:

1. Background and Experience

- Provide an overview of current and prior correctional facility experience in work comparable to the scope of services required in this RFP.
- Provide educational experience and applicable licenses and certifications.
- Provide proof of insurance coverage.
- Provide an in-depth response to the requested scope of services with an itemized description of services to be offered and an indication of capabilities to provide these services.
- Any services that cannot be provided as required should be noted.

2. Capacity and Capability

- Include qualifications, training and years of correctional facility experience of proposed principal personnel.
- Provide a staffing matrix or estimated number of staff to fulfill and support the program.
- Provide indication of special skills, or strengths should also be submitted, if applicable. All information shall be included for any subcontractor the Offeror has indicated to be part of the project team.
- Include all areas of work that is to be performed by the subcontractor(s).
- Demonstrate a record of integrity and business ethics.
- Demonstrate the ability to start-up and manage the proposed meal program as evidenced by past performance, current resources, and personnel within a 30 day period.
- Provide information regarding Operation Manuals addressing security.
- Provide information for a quality control plan.

3. Detention facility references

- Provide a list of the three (3) most recent clients for which similar correctional facility services have been performed, currently or in recent past, include firm name, contact name, email address and telephone number. Contact information and references provided by the Offeror will very likely be pursued to verify the strength of the Offeror's proposed staff experience and references.
- Any services that cannot be provided as required should be noted.

4. Quality of Menus

- Provide a menu option that meets the RFP criteria and Scope of Work to include variety, choice of healthy entrees for lunch and dinner, a variety of fresh fruits and vegetables; ability to meet the cultural diversity of each facility's population; addressing the needs of healthy diets based on facility needs.
- Provide quality appropriate portion size meals for holidays and special events. In addition the suitability, quality of products, and healthiness of the menus and specific food products proposed.

Offeror's must complete the Cost Proposal Form (Appendix E).

Commissary Services Evaluation:

1. Background and Experience

- Provide an overview of current and prior correctional facility experience in work comparable to the scope of services required in this RFP.
- Provide proof of insurance coverage.
- Provide an in-depth response to the requested scope of services with an itemized description of services to be offered and an indication of capabilities to provide these services.
- Any services that cannot be provided as required should be noted.

2. Capacity and Capability

- Provide a staffing matrix or estimated number of staff to fulfill and support the program. Include qualifications, training and years of experience of principal personnel. Identify individuals roles and responsibilities.
- Indication of special skills, or strengths should also be submitted, if applicable.
- Include all areas of work that is to be performed by any subcontractor(s) as part of the project team. (if applicable)

3. Detention facility references

- Include a list of the three (3) most recent clients for which similar correctional facility services have been performed, currently or in recent past, include firm name, contact name, email address and telephone number. Contact information and references provided by the Offeror will very likely be pursued to verify the strength of the Offeror's proposed staff experience and references.
- Any services that cannot be provided as required should be noted.

4. Plan/Implementation of Commissary, Kiosk and On-line Services

- Provide information relative to an operational and implementation plan, software system, programs, training and support relative to Commissary, Kiosks and On-line Services.
- Demonstrate the ability to start-up and manage the proposed commissary program as evidenced by past performance, current resources and personnel, within a 30 day period.
- Demonstrate a record of integrity and business ethics.
- Demonstrate ability to provide commissary services in a correctional facility as described in this RFP.

Offeror's must complete the Cost Proposal Form (Appendix E).

THIS SECTION LEFT INTENTIONALLY BLANK

VI. EVALUATION

A. EVALUATION SCORING

The County will evaluate the content and substance of the Offeror’s response to each evaluation factor and assign a numerical score not to exceed the maximum allowed score for that factor. The amount of discussion for each factor is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee.

Proposals will be scored based upon the Evaluation Committee’s review and consideration of the Offeror’s response to each Evaluation Factor.

Food Services:

1.	Background and Experience	125
2.	Capacity and Capability	125
3.	Detention facility references	100
4.	Quality of Menus	150
	TOTAL	500

Commissary, Kiosks & On-line Services:

1.	Background and Experience	125
2.	Capacity and Capability	125
3.	Detention facility references	100
4.	Plan/Implementation of Commissary, Kiosk & Online Services	150
	TOTAL	500

PREFERENCES

If a proposal contains an ID-State Resident Business Certificate or Resident Veterans Business Certificate and/or Santa Fe County Business Certificate, the applicable preference will be applied:

5. NM State Resident Business Certificate**50 points**

Or

6. Resident Veteran Business Certificate**100 points**

And

7. Santa Fe County Business Certificate.....**50 points**

B. EVALUATION PROCESS

The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the evaluation criteria

stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section III, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section III, Paragraph C.17.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsive Offerors with the highest scores will be selected as finalist Offerors 'shortlisted' based upon the proposals submitted. If an oral presentation is recommended the 'shortlisted' firms will be provided questions by the Selection Committee for their "Oral Presentations". Each presentation will be evaluated by the Selection Committee. The oral presentation that receives the highest points and is most advantageous to the County, taking into consideration the evaluation factors in Section VI, will be recommended for contract award as specified in Section III, Paragraph B.11. Only the points from the Oral Presentation will be calculated for most and highest qualified firms. Points from the 'shortlisted' evaluations will only be used if there is a tie resulting from the Oral Presentations. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
5. Past performance in a project for the County (See Section V.C.3 above) is a significant consideration of the evaluation and poor performance on a prior County project may result in a lower number of points awarded to a proposal for this element of the evaluation.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM
RFP #2024-0174-CORR/BT
FOOD AND COMMISSARY SERVICES FOR THE ADULT DETENTION FACILITY
FOR SANTA FE COUNTY CORRECTIONS DEPARTMENT

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with "Appendix F".

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on January 23, 2024. Potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

OFFEROR: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Offeror does/does not (circle one) intend to respond to this Request for Proposals.

Bill Taylor, Procurement Manager & Maricela Martinez, Public Safety
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
(505) 505-992-6753
(505) 989-3243

wtaylor@santafecountynm.gov & mcmartinez@santafecountynm.gov

APPENDIX B
SECURITY REQUIREMENTS

A. SECURITY

All employees of the Contractor shall be obligated to adhere to the policies and procedures of the Santa Fe County Adult Detention Facility (SFCADF). The Contractor shall provide to the facility Chief of Security a complete copy of the Contractor's policies and procedures regarding SFCADF and general operation. These policies and procedures shall be submitted within thirty (30) days from assuming kitchen operations.

1. Search of the 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 on 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 Facility, Inmate/Resident Contact

The Contractor and staff shall utilize designated exits and entries into any part of the premises and shall be required to sign in and out and shall be required to wear such identification badges and uniforms as Santa Fe County deems necessary while on the premises.

The Contractor's employees may not bring visitors into the premises. No visitors will be allowed without the permission from the Facility Administrator of the premises or the County Corrections Department Director.

Santa Fe County reserves the right to restrict access to the premises or require immediate removal of any person(s) without prior notification.

The Contractor's employees shall restrict social contact with inmate/residents or inmates'/residents' families while on the premises or in the community.

B. ACCESS TO KEYS

1. Key Control

The Contractor is responsible for control of keys obtained from Santa Fe County and its facility. 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 of the premises all the facts relating to losses incurred as a result of break-ins, vandalism, for any other similar occurrences to areas of the Santa Fe County facility that Contractor has been given access to.

A full set of all keys used by Contractor for any keyed lock installed in the Santa Fe County facility by the Contractor will be provided to the Facility Administrator of the premises or the Corrections Department Director.

2. 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.

C. LOCKDOWN PROCEDURES

1. Responsibilities During Lockdown

The Contractor shall maintain dietary operations during a lock situation. The Contractor shall be responsible for all preparation, delivery and supervision of meals at the premises according to the specifications outlined below, unless otherwise mutually agreed upon by the Contractor and Santa Fe County.

2. 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.

3. 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.

4. Distribution of Service of Meals During a Lockdown and Utility Outage Situation

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

5. 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.

6. 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 inmates 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. RESIDENT LABOR

1. In General

Each facility shall provide resident laborers to assist in food preparations and service, sanitation and other activities. The Contractor shall determine what can be appropriately handled by resident laborers, except during lockdown, strikes or other emergencies or situations deemed inappropriate by the Administrator of the premises. All inmates 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 resident labor be allowed to have sole responsibility in the preparation of meals, however, resident labor can assist in its preparation. The Contractor shall be responsible for documenting on specified forms and notifying security personnel of any rule violations by residents 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 resident laborers from assignment to food service for reasonable cause. The number of resident laborers utilized shall be reasonable and mutually agreed upon by Santa Fe County and the Contractor.

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

2. Training and Orientation of Employees

The Contractor shall ensure that all Contractor staff is trained regarding the policies and procedures, rules and regulations of the premises of Santa Fe County.

APPENIDIX C

Resident Veterans Preference Certification

_____ (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 \$1M allowing me the 10% preference discount on this solicitation. 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, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award 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.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC

My Commission Expires:

APPENIDIX D

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 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)

--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

APPENDIX E

COST PROPOSAL FOR FOOD SERVICES FOR THE ADULT DETENTION FACILITY

The Offeror shall complete the requirements as outlined in this RFP. The Offeror, having studied the requirements for the food service operation issued by Santa Fe 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 July 1, 2024.

The Offeror shall provide a detailed analysis of its meal price determination, factoring in applicable costs, food, supplies, direct labor, taxes and benefits as well as profit & overhead, conditions such as the Facility’s resident population, the availability of resident labor (if any), and operation costs as applicable.

Example of price detail is listed below as Table 1.

Table 1	Food	Supplies	Direct Labor	Taxed & Benefits	Profit & Overhead	Total per tray
<i>Example:</i> ADF 1-20999 monthly meals	\$0.40	\$0.10	\$0.30	\$0.05	\$0.10	\$0.95

OFFEROR NAME: _____

The Offeror submits the following firm, fixed, fully loaded rates for the contract term*.
**Please note: Price increases may only be considered due to a national product cost increase. The product cost increase shall be based on an actual cost increase not to allow for a profit margin. The price increases shall not be retroactive. Price decreases shall also apply if a vendor’s prices are reduced for any reason the County shall receive the benefit.*

ADULT DETENTION FACILITY Total meals, served per month.

NUMBER OF MONTHLY MEALS SERVED	PRICE PER MEAL
1-20999 monthly meals	Price Per Meal: \$ _____
21000-35999 monthly meals	Price Per Meal: \$ _____
36000-51000 monthly meals	Price Per Meal: \$ _____
51,001 and over monthly meals	Price Per Meal: \$ _____

Price per Meal shall be exclusive of New Mexico Gross Receipts Taxes (NMGRT) are excluded

*NOTE: The above numbers include meals for inmates and staff.

COMMISSARY REBATE PERCENTAGE _____ %

KIOSK AND ON-LINE COMMISSARY \$ _____

APPENDIX F

SAMPLE AGREEMENT

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND**

This Agreement is entered into this _____ day of _____ 20__, between Santa Fe County, a political subdivision of the state of New Mexico (the “County”), and _____, [ADDRESS] (the “Contractor”).

Background

WHEREAS, pursuant to [PROCUREMENT DELIVERY METHOD USED PURSUANT TO PROCUREMENT CODE, COUNTY PURCHASING REGULATIONS/POLICIES]; and

WHEREAS, the [BACKGROUND OR DESCRIPTION OF THE COUNTY’S NEEDS AND REQUIREMENTS]; and

WHEREAS, the [BACKGROUND/BRIEF DESCRIPTION OF THE CONTRACTOR’S ABILITIES/QUALIFICATIONS]; and

WHEREAS, [GENERAL PURPOSE OF THIS AGREEMENT]; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR’S SERVICES

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in section 1 (Contractor’s Services) will be completed to the County’s satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor’s Services. Any changes to the Contractor’s services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The Contractor will be compensated as follows.

B. The Contractor must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make a payment until the County issues a written certification accepting the services.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services is _____, or other individual as may be designated by the County.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). The parties may agree to extend the term by written amendment.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be

liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization by the Contractor without the prior written approval of the County.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County:

The Contractor:

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General. The Contractor must submit evidence of insurance as is required in this section. The Contractor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Contractor's insurance must include coverage for all services and work performed for the County under this Agreement; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be a named an additional insured on the Contractor's policy.

C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, the Contractor must increase the maximum limits of any insurance required under this Agreement.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. CONTRACTOR’S AGENT FOR SERVICE OF PROCESS

The Contractor appoints _____, as its agent for service of process. The Contractor acknowledges that service on the agent will have the same effect as though the Contractor were personally served within the state of New Mexico.

31. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

Approved as to form:

Jeff Young
Santa Fe County Attorney

Date

Finance Division:

Yvonne S. Herrera
Finance Director

Date

CONTRACTOR -

Signature

Date

Print name and title