

**SANTA FE COUNTY  
CORRECTIONS DEPARTMENT**

**REQUEST FOR PROPOSALS**



**FOOD SERVICES FOR THE ADULT  
DETENTION FACILITY & YOUTH  
DEVELOPMENT PROGRAM**

**RFP NO. 2019-0157-CORR/MAM**

**APRIL 2019**

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**I. ADVERTISEMENT**

**REQUEST FOR PROPOSALS  
SANTA FE COUNTY CORRECTIONS DEPARTMENT  
FOOD SERVICES FOR THE ADULT DETENTION FACILITY & YOUTH  
DEVELOPMENT PROGRAM  
RFP NO. 2019-0157-COR/MAM**

Santa Fe County is requesting proposals for the purpose of procuring food services for the Santa Fe County Adult Detention Facility and the Santa Fe County Youth Development Program. 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 May 7, 2019, at the Santa Fe County Purchasing Division, 142 W. Palace, Second Floor, Santa Fe, New Mexico 87501.** 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 shall be held on April 18, 2019, at 8:30 AM at the Santa Fe County Public Safety Complex Conference Room, 35 Camino Justicia, Santa Fe, NM 87505, for all interested offerors to review and discuss the proposal packet. Your attendance is not mandatory. Teleconference is available.**

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 are available by contacting Michelle A. Marmion, Procurement Specialist, Senior, 142 W. Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or by telephone at (505) 992-6753, or by email at [mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov) on the county's website at [http://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](http://www.santafecountynm.gov/asd/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: April 7 & 8, 2019

**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 in an institutionalized setting using personnel with experience providing food services in detention facilities for the Adult Detention Facility (ADF) and the Youth Development Program (YDP) located in Santa Fe County.

**B. SCOPE OF WORK**

1. OVERVIEW

The County of Santa Fe Corrections Department manages two facilities. The Santa Fe County Adult Detention Facility (ADF) located at 28 Camino Justica, Santa Fe, New Mexico, 87508 and houses a population of about 700 inmates. The Youth Development Program (YDP) is located at 4250 Airport Road, Santa Fe, New Mexico 87505 and maintains up to 63 residents. 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. ADF & YDP

The contractor shall provide on-site 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

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 – APPLIED TO BOTH FACILITIES**

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 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

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 at each facility. The meals shall not be transported from one facility to the other.

#### **5. YDP REQUIREMENTS**

a. The Contractor shall provide the Facility Administrator a proposed five (5)

week menu with the proposal. Thereafter, the Contractor shall provide menus for the Facility Administrator's approval two weeks prior to the services being rendered. Any deviation from published menus will require the approval of the Facility Administrator or his designee at least twenty-four (24) hours prior to the change. Menus shall be based upon the recommendations of the Food & Nutrition Board National Research Council.

- b. The Contractor shall provide and serve breakfast, lunch, and dinner of comparable nutritional value and quantity, as required by the New Mexico Children Youth & Family Department (CYFD) requirements for participation in the Child and Adult Care Food Program (8.2.2.1 NMAC – Rp 8 NMAC 2.2.2, 110-30-01).
- c. The Contractor shall provide evening snacks to the detainees that meet nutritional guidelines set forth in the Residential Child Care Institutions (RCCI) Food Services Manual. The allowances in Table I (page 15-16) depict the Recommended Daily Allowances to maintain good nutrition in essentially all healthy persons.
- d. The Contractor shall produce a high quality food service that meets or exceeds the standards of the American 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. The Contractor shall provide wholesome healthy meals with a caloric content of 2800 calories per day. Portion sizes shall meet requirements of Santa Fe County.

## 6. ADF REQUIREMENTS

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

**7. DAYS AND HOURS OF OPERATIONS FOR BOTH YDP AND 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)

EVENING SNACK is served between 7:00 pm and 7:30 pm

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.

**8. 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.
- 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.
- 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 County Detention Facility(ies).

## 9. 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 and up to 63 juveniles.
- 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.

## 10. 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.

## 11. COMMISSARY SERVICE REQUIREMENTS

a. The Contractor agrees to manage the Santa Fe County 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 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 both the ADF and the YDP. Orders for YDP residents will be placed by YDP administrative staff directly with Contractor. Contractor will process the order, enter it into the Juvenile Detention Commissary account in the SFC Jail Management software and deliver it to YDP administrative staff. Contractor will provide YDP with the total dollar amount of the processed order. YDP staff will verify the accuracy of items received, and reconcile any discrepancies in the order with Contractor. Commissary items may be purchased for the benefit of ADF and YDP **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 1<sup>st</sup> 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 1<sup>st</sup> 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.

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. 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.

n. 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  

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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:
  - 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.

12. FOOD REQUIREMENTS FOR BOTH FACILITIES:

a. Anticipate Number of Meals:

The average daily population recently has been approximately 700 adult inmates, and up to 63 juvenile residents. 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% or Low Fat
  - 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 and juvenile 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, snack and dinner must be made part of this proposal.
- 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. Food shall be visibly pleasing complete with condiments (dressing, sugar, salt, pepper, ketchup, or mustard where indicated). Food temperatures as required by the Student Nutrition Authority shall be maintained for all meals prepared at the Youth Development Program. Santa Fe County will reject any meal(s) that do not comply with this standard.
- 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.

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 (1 cup 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 must be used at the Adult Detention Facility and the Youth Development Program. 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.

### 13. SERVING MEALS:

a. The Contractor shall supply reusable 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 food trays and Styrofoam cups (if necessary).

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).

#### **14. 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.

#### **15. REQUIRED RECORD KEEPING**

- a. The Contractor shall maintain, for the aforementioned facilities, 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 twenty-four (24) 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 and the Santa Fe County Youth Development Program will be completed and returned within twenty-four (24) hours of occurrence.

## **16. OPTIONAL SERVICES**

The Contractor will provide a pricing option to install kiosk devices that are compatible or can interface with the Jail Management software. The pricing option should contain the price of the contract with AND without the Kiosk so the Corrections director can make a decision based upon financial viability. The Kiosk should provide the following:

### **Kiosk**

Kiosks will be installed 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

Kiosks must interface with the Jail Management software.

If additional cabling is required the installation and cost shall be the sole responsibility of the Contractor.

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

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).

Inmates must be able 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.

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.

#### **On-Line Commissary**

Any web-based Commissary program shall be capable of selling all approved products for the Santa Fe County Detention Center.

All items available for purchase through the on-line system must be approved by the Santa Fe County Facility Administrator.

Contractor will 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. On-line sales are **not** subject to the rebate of and should not be included in commissary sales invoiced to Santa Fe County.

### **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 MANAGER**

The County has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address and telephone number is listed below. All deliveries via express carrier should be addressed as follows:

Michelle A. Marmion, Senior Procurement Specialist  
Santa Fe County Purchasing Division  
142 W. Palace Avenue, Second Floor  
Santa Fe, NM 87501  
Phone: (505) 992-6753  
Fax: (505) 989-3243  
[mmarmion@santafecountynm.gov](mailto:mmarmion@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 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	04/7&8/2019
2.	<b>Pre-Proposal Conference</b>	Owner/Purchasing Offerors	04/18/2019
3.	Acknowledgement Form Due	Offerors	04/18/2019
4.	Deadline to Submit Additional Questions	Offerors	04/22/2019
5.	Response to Written Questions	Purchasing Division	04/25/2019
6.	<b>Submission of Proposal 2:00 PM</b>	<b>Offerors</b>	<b>05/07/2019 142 W Palace Ave., (2<sup>nd</sup> floor) Santa Fe, NM 87501</b>
7.	Proposal Evaluation	Evaluation Committee	May 2019
8.	Selection of Finalists (If Applicable)	Evaluation Committee	May 2019
9.	Best and Final Offers from Finalists (If Applicable)	Offeror	May 2019
10.	Oral Presentation by Finalists (If Applicable)	Offeror	May 2019
12.	Contract Negotiations	County, Offeror	May 2019
13.	Contract Award	Purchasing Division	June 2019

**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 **April 18, 2019**.

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 May 7, 2019. *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. 2019-0157-CORR/MAM and refer to the RFP number and title. Proposals submitted by facsimile or other electronic means will not be accepted.

**Proposals must be delivered to:**

Michelle A. Marmion, Senior Procurement Specialist  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second 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**

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  
142 W. Palace Avenue, 2<sup>nd</sup> 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 D.

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 D. However, the County reserves the right to negotiate with a successful offeror provisions in addition to those contained in this RFP.

Should an offeror object to any of the County's terms and conditions, as contained in this Section or in Appendix D, that offeror must propose specific alternative language. The County may or may not accept the alternative language. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

**16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the County.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. County Rights**

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

**23. 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.

**24. 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.

**25. 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.

**26. Preferences in Procurement by Santa Fe**

A. **New Mexico In-state Preference.**

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident contractor**”. Application of a resident contractor preference for any Offeror requires the Offeror to provide a copy of a valid and current certificate as a resident contractor. 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 contractor 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**

**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 contractor**”. Certification by the department of taxation and revenue for the resident veteran contractor 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 department of taxation and revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident contractor 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 contractor preference is not cumulative with the resident veteran contractor preference.**

**AND**

**B. Santa Fe County Preference**

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

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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 proposal to the location specified in Section II,

**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 placed within a binder with tabs delineating each section. (Tabs and Appendices do not count in the 30 page limit.)

**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 – (not included in page count)
- b) Table of Contents – (not included in page count)
- c) Proposal Summary (optional-not counted in the 20 pages)
- d) Response to Evaluation Criteria
- e) Campaign Contribution Form – (not included in page count)
- f) Offeror’s Cost Proposal (in a separate sealed envelope with the original proposal submission only)

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP under Section V.B. EVALUATION CRITERIA. 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.***

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, email address 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; and,
- h) Acknowledge and acceptance of the terms and conditions of the Agreement attached as Appendix D.

**THIS SECTION LEFT INTENTIONALLY BLANK**

## V. MANDATORY EVALUATION CRITERIA

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, 2019. Santa Fe County intends on awarding a contract with a term of four years and shall not exceed four (4) years in duration.

### B. Evaluation Criteria

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

#### 1. Background and Experience

The Offeror shall provide an overview of current and prior 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

Offeror shall include qualifications, training and years of experience of principal personnel. Provide a staffing matrix or estimated number of staff to fulfill and support the program. 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).

#### 3. Detention facility references

Offeror shall include a list of the three (3) most recent clients for which similar services have been performed, currently or in recent past, include firm name, contact name 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

Points will be awarded for this evaluation factor based upon the accuracy and completeness of the proposed menus as required in response to the RFP criteria and SOW 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 (childhood obesity etc.); 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.

5. Cost Proposal (*One original in a sealed envelope*)

The proposed fee schedule for services must accompany the submitted proposal, to include a breakdown of the cost per meal with volume discounts, commissary rebate percentage. The Offeror shall provide a detailed analysis of its meal price determination, factoring in applicable costs, values and conditions such as the Facility's resident population, the availability of resident labor (if any), food and supply costs, federal, state and local sales taxes, other taxes and operation costs as applicable.

Points will be awarded based on the applicant's firm, fixed, fully-loaded costs & hourly rates. Each cost proposal will be evaluated by using the following formula.

Lowest Proposed Cost(s) X 45

This Applicant's Cost(s)

**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.

1.	Background and Experience	250
2.	Capacity and Capability	100
3.	Detention facility references	50
4.	Quality of Menus	300
5.	Cost: Pricing per meal cost and volume discount	300
	<b>TOTAL</b>	<b>1000</b>

**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 responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. Points awarded from the oral presentations will not be added to the previously assigned points to attain final scores, except in the case of a tie. The responsible Offeror whose proposal 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.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**RFP #2019-0157-CORR/MAM  
FOOD AND COMMISSARY SERVICES FOR THE ADULT DETENTION FACILITY &  
YOUTH DEVELOPMENT PROGRAM  
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 D".

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 18, 2019. 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.

Michelle A. Marmion  
Santa Fe County Purchasing Division  
142 W. Palace Ave (2<sup>nd</sup> Floor)  
Santa Fe, NM 87501  
Phone: (505) 992-6753  
Fax: (505) 989-3243  
[mmarmion@santafecountynm.gov](mailto:mmarmion@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 and Youth Development Program. The Contractor shall provide to the facility Chief of Security a complete copy of the Contractor's policies and procedures regarding SFCADF and SFCYDP 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.

## APPENDIX C

### 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 D**

**SAMPLE SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
[CONTRACTOR'S NAME]**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **[CONTRACTOR'S NAME]**, whose principal address is **[CONTRACTOR'S ADDRESS]** hereinafter referred to as the "Contractor".

**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**, pursuant to **[PROCUREMENT DELIVERY METHOD USED PURSUANT TO PROCUREMENT CODE, COUNTY PURCHASING REGULATIONS/POLICIES]**; 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**, it is agreed between the parties:

- 1. SCOPE OF WORK**
- 2. DELIVERABLES**
- 3. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work) of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-Off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

#### 4. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor for services performed to the satisfaction of County as follows:

- **<ENTER SPECIFIC TYPE OF PAYMENT/INVOICING>**

- 2) The total amount payable to the Contractor under this Agreement shall not exceed **[WRITTEN WORD]** dollars **[\$XX,XXX.XX]** *inclusive* of New Mexico gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be \_\_\_\_\_ **Program Manager, Corrections Department** or such other individual as may be designated in the absence of the office representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within thirty (30) days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

## **5. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two years later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of one (1) additional two-year term upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended two additional years. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

## **6. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, 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, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

## **7. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in

the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **8. INDEPENDENT CONTRACTOR**

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

## **9. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **10. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **11. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## **12. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **13. CONFIDENTIALITY**

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

**14. 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 shall own any such copyright.

**15. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**17. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**18. NOTICE OF PENALTIES**

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

**19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to 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 and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## **20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

## **21. 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 during the term of this Agreement and 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.

## **22. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

### **23. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

### **24. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

**Santa Fe County**  
**Attn:**  
**102 Grant Avenue**  
**PO Box 276**  
**Santa Fe, NM 87504-0276**

To the Contractor: **[CONTRACTOR'S NAME AND ADDRESS]**

### **25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## **26. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **27. INSURANCE**

A. General Conditions. The 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.

B. General Liability Insurance, Including Automobile. The 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 \$1,000,000.00 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 the County by the 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. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.

E. 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), the Contractor shall increase the maximum limits of any insurance required herein.

## **28. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**29. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any 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, and Section 41-4-1, et seq.

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS (If Applicable)**

The Contractor hereby irrevocably appoints **[NAME AND ADDRESS OF AGENT]**, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**32. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first written above.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Anna Hansen, Chair  
Santa Fe County Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

## 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_