

**REQUEST FOR PROPOSALS (RFP)**

**SANDOVAL COUNTY DETENTION CENTER**

**PRISONER MEAL AND COMMISSARY SERVICES**



**RFP# FY16-SCDC-01**

Release Date: January 15, 2016

Due Date: February 16, 2016 at 3:00 p.m.

# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

Sandoval County Board of County Commissioners is requesting sealed bids on behalf of the Sandoval County Detention Center for prisoner and staff meals and commissary services. Responses will be accepted in the Finance Department, Attn: Ms. Trish Greene, Sandoval County Administrative Bldg, 1500 Idalia Road, Bldg. D 2<sup>nd</sup> floor, P.O. Box 40, Bernalillo, New Mexico up to 3:00 p.m. (Mountain Standard Time) on February 16, 2016. **THE OFFICE WILL BE CLOSED BETWEEN 12:00 P.M. – 1:00 P.M.** The Sandoval County Board of Commissioners reserves the right to reject any and all responses.

## **B. SCOPE OF PROCUREMENT**

The County's intent of this Request for Proposal and resulting contract is to obtain proposals from qualified vendors offering prisoner and staff meal service and all related goods and services to the Sandoval County Detention Center. This Request for Proposal is also to include Inmate Commissary Services.

## **C. TERM OF CONTRACT**

This Request for Proposal is to contract for the maximum of four (4) years upon satisfactory completion of the Scope of Services. The meal and commissary prices shall be negotiated annually for the term of the contract.

## **D. PROCUREMENT MANAGER**

1. Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Trish Greene, Senior Procurement Specialists  
Address: Sandoval County  
1500 Idalia Road Bldg. D 2<sup>nd</sup> Floor  
PO Box 40  
Bernalillo, NM 87004  
  
Telephone: (505) 404-5873  
Fax: (505) 867-7605  
Email: [tgreene@sandovalcountynm.gov](mailto:tgreene@sandovalcountynm.gov)

2. All deliveries of responses via express carrier must be addressed as follows

Name: Trish Greene, Senior Procurement Specialist  
Reference RFP Name: Prisoner Meal and Commissary Services RFP# FY16-SCDC-01  
Address: Sandoval County  
1500 Idalia Road Bldg D  
PO Box 40  
Bernalillo, NM 87004

3. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may **ONLY** contact the Procurement Manager regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Manager be considered properly submitted.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

### A. SEQUENCE OF EVENTS

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

<b>Action</b>	<b>Responsible Party</b>	<b>Due Dates</b>
1. Issue RFP	Sandoval County	1-15-16
2. Return of Acknowledgement of Receipt Form	Potential Offerors	1-19-16
3. Mandatory Pre-Proposal Conference and Site Visit	Sandoval County	1-26-16 at 10:00 A.M.
4. Deadline to submit Questions	Potential Offerors	1-28-16
5. Response to Written Questions	Procurement Manager	2-1-16
<b>6. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>2-16-16</b>
7. Proposal Evaluation	Evaluation Committee	TBD
8. Selection of Finalists	Evaluation Committee	TBD
9. Contract Awards	Sandoval County	TBD
10. Protest Deadline		+15 days

## **B. EXPLANATION OF EVENTS**

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

### **1. Issuance of RFP**

This RFP is being issued on behalf of the Sandoval County Detention Center.

### **2. Pre-Proposal Conference**

A **MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT** will be held as indicated in the sequence of events on January 26, 2016 at 10:00 A.M. Mountain Standard Time/Daylight Time at the Sandoval County Detention Center located at 1100 Montoya Road, Bernalillo, NM 87004. All Offerors will inspect the facilities and equipment on site during this time. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section 1, Paragraph D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of all the potential Offerors that attended the pre-proposal conference.

### **3. Acknowledgement of Receipt**

Potential Offerors may e-mail, hand deliver, return by facsimile or registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have the offeror placed on the procurement distribution list. The form should be signed by an authorized representative of the offeror, dated and returned to the Procurement Manager by 5:00 pm MST or MDT on January 19, 201.

The procurement distribution list will be used for the distribution of written responses to questions.

### **4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until January 28, 2016 at 5:00 pm Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be

addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## **5. Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms.

## **6. Submission of Proposals**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON February 16, 2016. THE OFFICE WILL BE CLOSED BETWEEN 12:00 P.M. – 1:00 P.M.** 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 I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to Prisoner Meals and Commissary Services and RFP# FY16-SCDC-01. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offerors that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. 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. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

## **8. Selection of Finalist**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the Sandoval County. In the event mutually agreeable terms cannot be reached with the apparent most

advantageous Offeror in the time specified, the County reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **9. Contract Awards**

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Sandoval County and Sandoval County Detention Center, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Sandoval County Commission approval.

## **10. Protest Deadline**

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Trish Greene, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg D 2<sup>nd</sup> Floor  
PO Box 40  
Bernalillo, NM 87004

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

Potential 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 Evaluation Factors.

### **2. Incurring Cost**

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

### **3. Prime Contractor Responsibility**

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement which may derive from this RFP.

### **4. 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. The County personnel will not merge, collate, or assemble proposal materials.

### **5. Offeror's 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 addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

### **6. Proposal Offer Firm**

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

### **7. Disclosure of Proposal Contents**

- A. Proposals will be kept confidential until negotiations and the award are completed by the County. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. 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.
- C. Confidential data is restricted to:

1. confidential financial information concerning the Offeror's organization;
2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

## **8. No Obligation**

This RFP in no manner obligates Sandoval County to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## **9. Termination**

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

## **10. Sufficient Appropriation**

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations 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.

## **11. Legal Review**

The County requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## **12. Governing Law**

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

## **13. Basis for Proposal**

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

## **14. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP.

The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

### **15. 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 same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

### **16. Notice of Penalties**

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

### **17. Right to Publish**

Throughout the duration of this procurement process and contract term, 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 and/or County contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

### **18. Ownership of Proposals**

All documents submitted in response to the RFP shall become property of the Sandoval County.

### **19. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring County's written permission.

### **20. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the County shall govern.

## **21. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form as a part of their proposal. Failure to complete and return the signed unaltered form will result in disqualification.

## **22. Letter of Transmittal**

Offeror's proposal must be accompanied by the Letter of Transmittal Form which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Sub-contractor will not be authorized for this procurement.
6. Identify the following with a check mark and signature where required:
  - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement **Explicitly** indicate acceptance of Section VII of this RFP; and
  - b. Acknowledge receipt of any and all amendments to this RFP.
7. Be signed by the person identified in para 2 above.

## **23. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:

- a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
  - b. violation of Federal or state antitrust statutes related to the submission of offers; or
  - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed

that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

## **24. New Mexico Preferences**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

### **A. New Mexico Business Preference**

### **B. New Mexico Resident Veterans Business Preference**

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certificate form, as provided in this RFP.

**An agency shall not award a business both a resident business preference and a resident veteran business preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP includes federal funds.**

## **III. RESPONSE FORMAT AND ORGANIZATION**

This section describes the format and organization of the Offeror's responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

## **A. NUMBER OF RESPONSES**

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

## **B. NUMBER OF COPIES**

### **1. Hard Copy Responses**

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

- 1. Technical Proposals** – One (1) ORIGINAL and five (5) HARD COPIES
- 2. Cost Proposals** – One (1) ORIGINAL and five (5) HARD COPIES: MUST BE IN A SEPARATE BINDER FROM THE TECHNICAL PROPOSAL.

The original, hard copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

## **C. PROPOSAL FORMAT**

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals:

### **1. TECHNICAL PROPOSAL – Binder 1 - Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Promotional material should be minimal.

- A. Signed Letter of Transmittal (Appendix C)
- B. Table of Contents
- C. Proposal Summary (Optional)

- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
  - 1. Response to Specifications
  - 2. Organizational Experience
  - 3. Organizational References
  - 4. Mandatory Specification
  - 5. Signed Campaign Contribution Form (Appendix B)
  - 6. New Mexico Preferences (if applicable)
- F. Other Supporting Material (if applicable)

**2. COST PROPOSAL – Binder 2**

- A. Provide cost proposal as follows: "SERVICE PERIOD" is defined as one meal.

Total meals served per service period:	Rate for all meals served:
201 to 250 Meals	\$_____ Per Meal
251 to 300 Meals	\$_____ Per Meal
301 to 350 Meals	\$_____ Per Meal
351 to 400 Meals	\$_____ Per Meal
401 to 450 Meals	\$_____ Per Meal
451 to 500 Meals	\$_____ Per Meal
Kosher Religious Meals	\$_____ Per Meal

- B. Offeror's will provide prices on a partial list for the following items to evaluate commissary prices and is not intended to be a formal list of commissary items to be sold:

Soda (Plastic 20 oz. Bottle)	\$_____
Candy Bar (Snickers, Almond Joy)	\$_____
Cigarettes (Brand Name)	\$_____
Cigarettes (Generic)	\$_____
Tobacco (Buglers, Tops, etc.)	\$_____
Chips (Lays, Fritos, Doritos, etc.)	\$_____

Dried Soups (Ramen, Cup of Soup, etc.)	\$ _____
Snack Cakes (Little Debbie, Drakes, etc.)	\$ _____
Tea Bags (Lipton, Nestea, etc.)	\$ _____
Coffee-Instant (Folgers, Maxwell House)	\$ _____
<b>TOTAL FOR COMMISSARY ITEMS</b>	<b>\$ _____</b>

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror’s proposal.

#### **IV. SPECIFICATIONS**

Offerors **should** respond in the form of a thorough narrative to each specification described in the Detailed Scope of Work, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

#### **V. DETAILED SCOPE OF WORK**

The County of Sandoval, New Mexico is seeking professional services for Prisoner Meal and Commissary Services for the Sandoval County Detention Center:

##### **SPECIFICATIONS FOR PRISONER MEALS:**

The following specifications are to be used as guidelines in submitting proposals and will be mad a part of the contract between Sandoval County and the successful Offeror.

- A. All meals must be wholesome, which means that food shall be free from pests, injurious bacteria, harmful substances and spoilage (putrefaction), be served on trays at optimum temperature and have satisfactory appearance. Safety and sanitation practices must be followed throughout meal preparation and during cleanup activities following preparation and service of meals.
- B. All meals should be presented in a manner, which is appetizing and tasty reflecting the requirement of adding normal or usable amounts of condiments (sugar, salt, pepper and/or seasoning) during preparation. Additional condiments such as ketchup, mustard, relish,

etc. must also be provided as appropriate to the meal served. Tasty also includes the variety and rotation of food items and their method of preparation so as not to be repetitious of one single food item (i.e. potatoes, rice or pasta without varying preparation or sauces served).

- C. All meals should be nutritious and includes the amount served and the serving temperature at the time food items are placed on trays and into the serving carts. Food should only be placed on trays immediately prior to serving. Meals should not be overcooked or under cooked.
- D. All meals must meet or surpass the Recommended Daily Allowances (RDA). The allowances in Table 1 are designed to afford a margin of sufficiency and will maintain good nutrition in essentially all healthy adult persons.
- E. Any menu changes must be provided in writing by the Contractor to Sandoval County Detention Center Operations Division for prior approval.
- F. Offeror's should consider that approximately 40 percent of the Detention Centers average daily population is comprised of federal detainee's which the county enjoys long-term relationship. **Ample and consistent portioning of food will be closely monitored for conformity.**  
**A dietitian's certification must accompany this proposal in order for this proposal to be considered responsive.**
- G. The menus for meals provided by the contractor will be reviewed and approved in advance and quarterly by the Contractor's Registered Dietitian.
- H. To the extent that they are available, U.S.D.A. commodities will be used as an addition to the meals served.
- I. Liquids served as beverages should be reasonably cold or hot as appropriate.
- J. The County reserves the right to request that menus be varied if too repetitious and that seasoning of food in cooking be altered if necessary and that other items be altered which may be causing a problem. The costs of such requests shall not cause an increase in the Contractor's cost per meal.
- K. The Contractor shall act as an independent contractor in providing the services required under the contract to be awarded. To that end, the Contractor shall employ and direct such personnel as required to deliver the services necessary, shall exercise full and complete authority over such personnel, shall comply with all applicable Worker's Compensation, employer's liability and all other Federal, State, Health, Municipal and County laws. Regulations, rules and ordinances, required of an employee performing services as herein contemplated and shall make reports and remit all withholdings or other deductions from the compensation paid to personnel as may be required by any Federal, State, Municipal or County Law, Ordinance, Rule or Regulation.
- L. The successful Offeror agrees to meet the following basic standards for civilian kitchen employees:
  - 1. Employees should be of good moral character and be free from any physical, emotional or mental condition which might adversely affect their performance, or the safe handling or preparation of food.
  - 2. Employees shall not have been convicted by any State or Federal government of a crime, the punishment for which could have been imprisonment. In addition,

each employee must submit to fingerprinting, photographing and criminal history check.

3. Employees shall not have been civilly or administratively adjudicated to have engaged in sexual harassment or sexual activity by force, overt or implied threats of force, coercion, or if the victim did not consent to or was unable to consent. This includes acts committed in the community prison, jail, lockup, community confinement facility, juvenile facility or other institution.
  4. Employees must submit to bi-annual background checks.
  5. All newly hired kitchen personnel must attend a minimum of four (4) hours of security briefing and PREA training prior to working in the kitchen.
  6. Employees must agree to abide by all Detention Center rules and regulations. For which violations of such rules and regulations could result in permanent expulsion from the Facility.
  7. Food shall be served only under the immediate supervision of a food staff member. Therefore, the Contractor will provide an on-site Food Service Manager who is trained, experienced and knowledgeable of food services for a jail facility.
  8. The Food Service Manager assigned will be subject to review by the Detention Center Director or his representative. A resume including correctional experience of the on-site Manager will be included with the Contractor's Proposal. The Food Service Manager assigned to Sandoval County must have a minimum of five (5) years of experience as a Food Service Manager in a Correctional Facility. Interviews with the Proposed Manager may be required prior to the award.
- M. Successful Offeror shall defend, indemnify and hold harmless Sandoval County and all its officers, agents and employees from all suits, actions, civil rights violations or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost, which may be obtained, against Sandoval County growing out of such injury or damage.
- N. The Contractor agrees to assume responsibility for damages caused to County equipment and facilities above and beyond normal wear and tear.
- O. Offerors are reminded that the contract will cover a twelve (12) month period and the possible changing of the Contractor's costs of purchased food items, supplies and labor should be considered in computing the proposed prices per meal.
- P. Offeror's rates shall include all operating and management costs to include but not limited to; resident manager and civilian kitchen staff salaries and all related payroll expenses; all food and non-food expenses; laundry and cleaning supplies costs; licenses, permits and taxes expense; paper, insurance and office supplies; health examinations and telephone expense.

The Offeror, having studied the requirements for the food service operation issued by Sandoval County, hereby proposes to provide the services required by the County's specifications, including the purchase of raw food and preparation of meals as outlined in the requirements.

## **MENU SPECIFICATION**

### **A. ALL PROPOSALS MUST CLEARLY DEFINE:**

1. Proposed menus for Adult inmates that meet and exceed the current requirement;
2. Item by item nutritional analysis (may be appendix or disc copy-MS Word preferred);
3. Registered dietitian certification on both the menu and nutritional analysis;
4. Summary of specifications that will be adhered to for all food products;
5. All proposals must meet or exceed quality of food service as detailed in the Scope of Work.

### **B. INMATE MENU CYCLE**

#### Menu Cycle

1. Each vendor shall submit a 5 week cycle menu with an average of 2800 calories daily;
2. Each week will include 21 meals and comply with ACA standards;
3. Any menu proposal that does not provide the cost of service calculated together with the portion sizes of each menu item will not be considered. Sample menus that may not be served after the contract is awarded will not be allowed.

#### Menu Description Requirements

1. Menus submitted in the proposal must include clearly defined descriptions of food items.
2. All menu items must list weight or volume measurements (e.g. ½ cup, 3 oz. wt., etc.). All cake, muffin and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).
3. Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion (e.g. 1 10 oz. casserole planned to include 2 oz. of meat or meat equivalent should be written on the menu as 10 oz. (2 oz. meat)).
4. Weights of entrees on menus must indicate either cooked or raw meats. For pre-cooked items weight shall be indicated as either prior to reheating or following reheating.
5. The ground meat to be served must be indicated on the menu. For example, if ground turkey will be utilized in the casserole, that must be indicated on the

- menu. If diced meat is intended to be served in the casserole. Indicate “diced” on the menu.
6. All menu items must list weight or volume measurements (e.g. ½ cup, 3 oz. wt., etc.). All cake, muffin and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).
  7. Appropriate condiments to be served must be included on the written menu.
  8. The lunch meal should not be a constant daily repetition of sandwiches. When served, sandwiches should have ample filling, well spread mayonnaise or other dressing on the bread and not be prepared so far in advance of serving as to allow for the drying of the bread.

#### Balanced Menu Planning Requirements

1. The menu shall be planned with products and recipes with proven inmate acceptability. The vendor shall include in the proposal a method to monitor inmate preferences and to make acceptability adjustments.
2. A variety of food flavors, textures, temperatures and appearances shall be used.
3. To assure a minimum level of menu quality, at least five ½ - cup fruit and vegetable equivalents are required each day on the menu. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. Items such as fruit drink, rice and noodles do not qualify as fruit and vegetables equivalents.
4. To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing and mayonnaise shall be restricted on the menu. A maximum of ½ oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include appropriate and catsup condiments, not unnecessary margarine.
5. The contractor will be required to serve a balanced diet. Menus shall meet or exceed the applicable dietary standards for adult inmates and detainees for nutritional and caloric contents as established by the applicable provision of New Mexico Civil Statutes.

#### Nutritional Requirements

1. Menus will provide a weekly average of 2800 calories per day in addition to all required nutrients.
2. Menus will provide a weekly average of 70 grams of protein per day. This will be met by providing a minimum of 8 oz. of meat or meat equivalent per day, excluding breading. A meat or meat equivalent may include meat, eggs, cheese, peanut butter or soy.
3. Menus will provide a minimum of seven, 8 oz. servings of fluid milk per week.
4. No organ meats shall be allowed in any ground meat.
5. Nutritional Analysis – tied to actual recipes and products proposed:
  - a. An item-by-item computer nutritional analysis of the menu with the weekly summary indicating the percentage of compliance to the

highest RDA values for the population shall be submitted with the proposal.

- b. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron and vitamins in the recipe that will be used for Beef, Macaroni and Tomatoes and all other meal items shall be separately identified on the computer analysis.
6. Menu and analysis certified by RD:
- a. A registered dietitian shall certify each inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted with the proposal.
  - b. A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.

### **C. COURT SNACK MEALS**

1. For approximately 1 -10 inmates, five days per week sack meals for court are to be provided. These meals are in place of regular inmate meals.
2. Court snack meals are to consist of:
  - Two sandwiches made with: 2 slices of bread and 3 oz. of meat, 2 piece condiments
  - Fresh fruit
  - Chips
  - 2 cookies
  - 1-8 oz. serving milk or juice
3. Snack meals are to be billed at regular inmate rates.

### **D. MEDICAL AND RELIGIOUS DIETS**

1. The vendor shall provide, at no additional cost, medical diets conforming to physician-ordered specifications.
2. Other meals requested, such as prepackaged meals, shall be provided at regular inmate meal pricing.
3. Average number and type:
  - a. The average daily number of inmates receiving medical diets has been approximately 25 per day including an average of 10 night snack meals to inmates for medically approved diets.
  - b. The most common medical diet orders are: Diabetic.
  - c. The average daily number of inmates receiving religious diets has been approximately 16.

4. The most common medical diet orders are Kosher diets. The vendor shall propose a separate price for Kosher meals.
5. Policies and Documentation Requirements:
  - a. The vendor will submit with their proposal a sample of their corrections diet handbook.

#### **E. HOLIDAY MEALS**

1. The vendor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays.
2. Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Thanksgiving, Christmas, Fourth of July, and two (2) meals to be scheduled at the discretion of the Warden.
3. All such meals will be provided at contract rates.

#### **F. PLAN FOR PRODUCT WHOLESOMENESS**

1. Vendor will warranty that:
  - a. All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs.
  - b. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry “best practices” to assure wholesomeness and maintain appropriate liability insurance on their products.
2. Vendor will provide a written procedure for verification of food safety and quality of “spot buys” (defined as items purchased at a discount usually from a broker or distributor).
3. Vendor will include in the proposal its specific plan for maintaining safe and wholesome food in the facilities operated by this jurisdiction.

#### **G. DOCUMENTATION OF MEALS SERVED**

1. Served Menu Records – Substitution policy:
  - a. Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
  - b. The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat and visibly pleasing.
2. Standardized Recipes:
  - a. Standardized recipes with portion yield data for all items shall be available and utilized.

## **SPECIFICATIONS FOR INMATE COMMISSARY SERVICES:**

Commissary Services shall include the operation of a commissary service by the Contractor to sell to the inmate's specified food, snacks, beverages and personal items as approved by the facility, and deliver them to each inmate in the housing units.

Offeror's shall provide a sample order form and list of commissary items that will be offered to the inmates.

Offeror's shall include the proposed percentage of sales to help offset Sandoval County's cost of administrative services. This percentage may be adjusted to reduce the price per meal in the proposal.

- A. The Contractor shall provide a commissary service for inmates on a pre-order basis at least two times per week per housing unit on a delivery schedule acceptable to both parties. Contractor's employees shall deliver product directly to the inmate on-site at his/her housing unit.  
Service schedule revisions to accommodate security requirements, holiday periods and unique Detention Center need shall be determined by the Sandoval County Detention Center.
- B. The Contractor shall provide off-site storage space for merchandise inventory and order processing.
- C. The Contractor shall maintain an adequate inventory of items specified for this service to fill each inmate's order on the day required. It is acceptable to deliver orders on the day following the placement of the order. **"Short" or "Back" orders are not permitted.** Substitutions, deletions, or additions of products or portions specified shall have prior approval of the Sandoval County Detention Center Operations Division.
- D. The Contractor shall provide microwave ovens for the inmates at no cost to Sandoval County. The microwave oven must not have a glass turntable and is not larger than 1.2 cu. ft.
- E. The Sandoval County Detention Center Operations Division shall work closely with the Contractor to maintain a variety of items and brands that meet the inmate's needs. Slow moving items may be removed from the required list by mutual agreement of the Sandoval County Detention Center Operations Division and Contractor, with the exception of those determined to be necessary by medical providers and Detention Center Administrators for the health and hygiene of inmates. Consistency in the items and brands sold is a priority, as is the desire to maintain variety.
- F. Product, containers and packaging shall **not have metal, glass or powder** as part of their content. Product must conform to all precautions for safety and security in a detention or correctional facility, as determined by the Sandoval County Detention Center. All product, containers and packaging must be pre-approved by the Sandoval County Detention Center Operations Division before the product is made available to the inmates.
- G. The Contractor shall be responsible for providing all computer equipment, hardware, software and related links as necessary for such equipment.

- H. The Contractor shall be responsible for providing commissary order forms required for service and for the method of processing commissary orders.
- I. The Contractor shall process and bag the orders and deliver the product directly to the inmates in the housing units. Contractor shall include a copy of the order form for the inmate. Inmates shall sign for items at the time of delivery. The Detention Center staff will not accept or sign for commissary orders on behalf of the inmates. Orders are to be delivered in clear plastic bags. **The contractor shall retrieve all plastic bags from the inmates.**
- J. The Contractor shall provide a web site allowing the inmate's families online ability to purchase commissary items for inmate's incarcerated at the detention center.
- K. The contract shall provide a mobile solution that allows the inmate to visit a point of sale commissary process that will the inmate to make additional add on purchases from their trust account.
- L. The successful offeror agrees to meet the following basic standards for civilian commissary employees:
  - 1. Assign a minimum of one salaried Commissary Manager with a minimum of five (5) years of experience as a Commissary Manager in a Correctional Facility and one (1) commissary clerk per shift to oversee and supervise all aspects of the commissary service operation.
  - 2. Employees shall be of good moral character and be free from any physical, emotional or mental condition, which might adversely affect their performance or the safe handling or preparation of food.
  - 3. Employees shall not have been convicted by any State or by Federal government agency of a crime, the punishment for which could have been imprisonment. In addition, each employee must submit to fingerprinting, photographing and a criminal history check.
  - 4. All newly hired commissary personnel must attend a minimum of four (4) hours of security briefing prior to actually entering the secured part of the facility.
  - 5. Employees must agree to abide by all Detention Center rules and regulations. For which violations of such rules and regulations could result in permanent expulsion from the Facility.

## VI. TECHNICAL SPECIFICATIONS

### 1. Organizational Experience

- a) Provide a description of all relevant experience as required in the scope of work with state, county or municipal government. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge for the On-site Manager(s) as well as a professional food service and commissary management firm.

- b) Provide a narrative that thoroughly details the history of the company.

## **2. Organizational References**

Offerors must provide a minimum of three (3) references from similar projects performed for private, state or local government clients within the last three years.

The Evaluation Committee may contact any or all references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it

**Offerors shall submit the following Business Reference information as part of Offer:**

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Similar background experience performed);
- e) Client project manager name, telephone number, fax number and e-mail address.

## **3. Mandatory Specifications**

- a) Must provide a detailed narrative of your proposed approach to your ability to meet all the specifications for the prisoner meals and the rationale approach underlying that approach.
- b) Must provide the leadership of your organization and cite accomplishments of individuals who will provide direct oversight to the services to be proposed for this contract. Provide a resume of each of those individuals indicating the years of experience. Provide a detailed narrative of any area support you may have available to you.
- c) Must provide a detailed narrative of your past performances in a similar facility.
- d) Must provide the firm's experience in New Mexico and its experience in dealing with New Mexico administrative and regulatory agencies.

## **4. Business Specifications**

### **Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10k, as well financial statements for the proceeding three years, if they exist. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows and the notes to the financial

statements. If independently audited financial statements do not exist, Offeror must state the reason, and instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

## **Insurance**

ALL RESPONDENTS MUST submit, with their proposal, proof of insurance for Professional Liability in an amount not less than \$1,000,000. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Sandoval County requires the following provisions awarded by the vendor:

- Sandoval County to be named as additional insured or an insured on all required policies.
- Sandoval County shall be provided with an unconditional thirty (30) days advance written notice of cancellation or material change (i.e. no limit on the notice of cancellation) on all policies.
- Prior to the execution of the resulting contract, the Sandoval County Purchasing Office shall be supplied with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

## **5. Cost Proposal**

A cost proposal is being requested. **SEE COST PROPOSAL - BINDER 2.** Offerors must complete a cost response and it must be submitted in a separate sealed envelope.

## APPENDIX

### **1. Acknowledge of Receipt Form**

Potential offerors **should** hand deliver or return by facsimile, registered or certified mail or email the “Acknowledgement of Receipt Form” (see APPENDIX A) that accompanies this document to have their organization placed on the procurement distribution list. The form **should** be signed by an authorized representative of the organization and delivered to the Procurement Manager no later than the date specified in the Sequence of Events. The procurement distribution list will be used for the distribution of important information regarding this procurement.

### **2. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B)

**3. Letter of Transmittal Form**

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form **must** be completed and must be signed by the person authorized to obligate the company.

**4. Resident Business or Resident Veterans Preference**

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate in this section. In addition, for resident Veterans Preference, the attached certification Form (APPENDIX D) must accompany any Offer and any business wishing to receive the preference must complete and sign the form.

**VII. EVALUATION**

**A. EVALUATION POINT SUMMARY**

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

<b>Factors – correspond to section VI</b>	<b>Points Available</b>
Organizational Experience	30 points
Organizational References	20 points
Mandatory Specifications	25 points
Cost of Meal	15 points
Cost of Commissary Items	10 points
<b>TOTAL</b>	<b>100 POINTS</b>
Proof of Financial Stability	Pass/Fail
Proof of Insurance	Pass/Fail

Letter of Transmittal	Pass/Fail
Signed Campaign Contribution Disclosure Form	Pass/Fail
New Mexico Preference – Resident Business Points	
New Mexico Preference – Resident Veterans Point	

Table 1: Evaluation Point Summary

## EVALUATION FACTORS

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response.

### a. Organizational Experience

### b. Organizational References

### c. Mandatory Specifications

### d. Cost of Meal and Cost of Commissary Items

### e. Proof of Financial Stability

- i. Pass/Fail only. No points assigned.

### f. Proof of Insurance

- i. Pass/Fail only. No points assigned.

### g. Letter of Transmittal

- i. Pass/Fail only. No points assigned.

### h. Signed Campaign Contribution Disclosure Form

- i. Pass/Fail only. No points assigned.

## 1. New Mexico Preferences

Percentages will be determined based upon the point based system outlined in NMSA 1978, § 13-1-21 (as amended).

### A. New Mexico Business Preference

If the Offeror has provided their Preference Certificate the Preference Points for a New Mexico Business is 5%.

### B. New Mexico Resident Veterans Business Preference

If the Offeror has provided their Preference Certificate **and** the Resident Veterans Certification Form the Preference Point are one of the following:

- 10% for less than \$1M (prior year revenue)
- 8% for more than \$1M but less than \$5M (prior year revenue)
- 7% for more than \$5M(prior year revenue)

## **2. Interview**

If an interview is held, the Purchasing Office will distribute questions and instructions to the finalists prior to the scheduled interview. A maximum of 100 points are possible in scoring each interview for this RFP. The Evaluation Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror's.

## **EVALUATION PROCESS**

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications 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.
3. The Evaluation Committee may use other sources of to perform the evaluation.
4. Responsive proposals will be evaluated on the factors set forth in the RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the County taking into consideration the evaluation factors will be recommended for award. 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**

# APPENDIX A

## REQUEST FOR PROPOSAL

### PRISONER MEAL AND COMMISSARY SERVICES

RFP# FY16-SCDC-01

## ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than January 19, 2016 by 5:00 pm (Mountain Standard Time). Only 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 written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

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.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Trish Greene, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg D, PO Box 40  
Bernalillo, NM 87004  
Fax: 505-867-7605  
E-mail: [tgreene@sandovalcountynm.gov](mailto:tgreene@sandovalcountynm.gov)

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## **Campaign Contribution Disclosure Form**

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**

**LETTER OF TRANSMITTAL FORM**

**APPENDIX C**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_ **Offeror Name:** \_\_\_\_\_ **FED ID#** \_\_\_\_\_

Items #1 to #7 EACH MUST BE COMPLETED IN FULL

1. **Identity (Name) and Mailing Address** of the submitting organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

\_\_\_ No sub-contractors will be used in the performance of any resultant contract OR

\_\_\_ The following sub-contractors will be used in the performance of any resultant contract:

\_\_\_\_\_  
(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

\_\_\_\_\_  
(Attach extra sheets, as needed)

7. \_\_\_ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement

\_\_\_ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

\_\_\_ I acknowledge receipt of any and all amendments to this RFP.

\_\_\_\_\_, 2015  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX D**  
**RESIDENT VETERANS CERTIFICATION**

## New Mexico Preference Resident Veterans Certification

**Reminder, a copy of Resident Veterans Preference Certificate must be submitted with the proposal in order to ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended).**

\_\_\_\_\_ (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 on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference 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 NMSA 1978, § 13-1-21 or 13-1-22, when 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 for 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 termination of award of the procurement involved if the statements are proven to be incorrect.