



**REQUEST FOR PROPOSALS (RFP)**

**Commissary Services for  
Roosevelt County Detention Center**

**RFP# 2022-02**

Released: Nov. 10, 2021

**Proposal Submittal Due Date: Dec. 7, 2021 at 2 p.m.**

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## **I. INTRODUCTION**

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

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals by an experienced and qualified firm to establish a contract through competitive negotiations for the procurement of commissary services at the Roosevelt County Detention Center.

### **B. PROJECT OVERVIEW**

Roosevelt County Detention Center (RCDC) is formally requesting sealed proposals from organizations having specific experience providing high quality, professional and comprehensive commissary program within the institutionalized setting at RCDC. All proposals shall be for operation and sale of commissary services and items necessary in a correctional facility.

RCDC is located at 1700 N. Boston, Portales NM 88130. The facility houses both male and female detainees and has a total average daily population (ADP) of sixty-five (65), and a maximum capacity of one hundred forty five (145) detainees. RCDC averages five (5) to ten (10) outside/neighborhood county inmates.

### **C. OBJECTIVES**

The objective of this RFP is to select a highly qualified vendor that has the proven experience and expertise to perform services described in this RFP and is capable of providing quality, professional commissary services to the RCDC. The selected proposal must meet the following objectives:

- A. Deliver high quality commissary services compliant with federal, state, and local laws, applicable standards and industry best practices.
- B. Operate the commissary program in a cost-effective manner with full reporting, effective communication and accountability to Roosevelt County and RCDC Facilities.
- C. Operate the commissary program using professionally trained personnel, whom have been approved and granted clearances by the Facility. Current security policies include a requirement that the Facility must conduct background checks on all commissary personnel prior to granting them access to RCDC.
- D. Implement a written plan with clear objectives and site-specific policies, procedures and protocols based on national (NCCHC and ACA), New Mexico Association of Counties Detention Center Accreditation as well as industry best practices
- E. Maintain an open and collaborative relationship with detention staff and county administration.

### **D. SCOPE OF WORK**

The scope of work consists of providing comprehensive commissary services to RCDC that meets all federal, state and local requirements, as well as the Adult Detention Professional Standards and the Federal Performance Based Detention Standards.

- A. The Contractor agrees that no employee of the County will be hired by the Contractor without permission of the County for a period of six months after termination of their employment with the County. The Contractor, in performing work required of this agreement, shall not

- discriminate against any employee or application for employment due to race, creed, sex, color, national origin, or age, in violation of local, state and federal laws.
- B. Commissary orders will be delivered at least weekly to the facility. Contractor will package and ensure all orders are delivered to the facility per an agreed upon schedule and in accordance with County's security requirements. Two (2) copies of the receipt for commissary items will be included for each individual bag.
  - C. Commissary products must be approved by the Detention Administrator or their designee. Products will include and are not limited to a large selection of food items, supplies, personal hygiene items, over-the-counter medications, and certain items of clothing. Glass and/or metal containers are not permitted.
  - D. All sales of goods will be generated from the detainee commissary order form or online process. Said form will show all items available from the commissary and list their current prices. Forms will be issued to detainees two (2) days prior to the order day or made available through the phone system.
  - E. Products and prices must be approved by the Detention Administrator or their designee, prior to inclusion in the detention management inventory system. The Contractor will provide an initial price listing of the commissary items to be offered to detainees to the Detention Administrator. The listing should detail the Contractor's cost of each item, inclusive of GRT, and the sales mark-up on each item. Detainee commissary prices will be comparable with prices charged at other detention centers and correctional institutions operating in New Mexico.
  - F. All food products must be properly labeled. Only fresh and legal products may be sold, inventory must be rotated so as not to have extended shelf life. Items found to be defective or not meeting specifications will be removed and replaced by Contractor.
  - G. Detainee accounts, against which commissary purchases are charged, are maintained by the Contractor, and linked to the Facility's software. If any additional software or hardware is required by commissary program, then Contractor will incur the cost to provide commissary services.
  - H. 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.
  - I. Contractor will submit an itemized invoice, electronically, to designated RCDC staff, which clearly illustrates the computation of the RCDC rebate, or the additional services provided by Contractor in lieu of rebate, and the net amount payable to the Contractor for commissary services.
  - J. Contractor's invoices will be audited for accuracy of sales information and computations, by RCDC and/or Roosevelt County Administrative staff. The audit will include a comparison between total charges to detainee accounts for commissary purchases, and total sales from inventory per reports generated from the Facility's software. Any adjustments made to the invoice as a result of this audit will be communicated to the Contractor's designated staff by the RCDC Administrative staff. In no case, will the total of the invoice payment to the Contractor, and the rebate and/or incentive to RCDC exceed total detainee account charges for commissary purchases.

## **Company Profile**

- A. Describe in detail any and all prior experience providing commissary services in correctional settings, with specific focus on county detention facilities.
  
- B. Corporate background and depth of support
  - a. Number of employees
  - b. Number of years conducting business specifically in the county correctional environment
  - c. Annual turnover rate among full-time employees at county correctional facilities for each of the past three (3) years.
  
- C. List all current contracts or business with other correctional services facilities:
  - a. Client, type, size
  - b. Date contract initiated
  - c. Specific programs and services provided
  - d. Include a sample commissary item listing with prices
  
- D. How many contracts have been terminated before the end of their term, including possible extensions? Please provide detail and contact information for each.
  - a. Terminated by the county.
  - b. Terminated by your company.
  - c. Administrative contact information for each loss
  
- E. Describe in detail your current training program for employees

## **TERM**

### **F. SCOPE OF PROCUREMENT**

The scope of procurement consists of providing commissary services, and staffing for all administrative and operational functions described herein. The duration of the contract resulting from this RFP shall be for one (1) years from the date of award. This Contract can be renewed on an annual basis, for up to three (3) additional one (1) year terms at the discretion of both parties. Further provided, this contract may be terminated by either party, with or without cause upon sixty (60) days written notice. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight (8) years, including all extensions and renewals. This procurement will result in a single source award.

## G. PROCUREMENT OFFICER

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

Name: Liliana Rivera, Certified Procurement Officer  
Address: Roosevelt County  
109 W. First St.  
Portales, NM 88130  
Telephone: (575) 356-5307  
Fax: (575) 356-8307  
Email: lriviera@rooseveltcountry.com

2. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Officer. Offerors may contact **ONLY** the Procurement Officer regarding this procurement. Other county employees or Evaluation Committee members do not have the authority to respond on behalf of the Roosevelt County. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** 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. Emailed protests will not be considered as properly submitted nor will protests delivered to the Procurement Officer be considered properly submitted.

## H. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

“**Agency**” means Roosevelt County.

“**Award**” means the final execution of the contract document.

“**Board of County Commissioners**” (also “**BCC**”) means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of County government.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” or “**Agreement**” means any agreement for the procurement of items of tangible personal property, services or construction.

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

“**County**” means the County of Roosevelt, State of New Mexico.

“**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

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

“**Evaluation Committee Report**” means a report prepared by the Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“**Finalist**” means 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.

“**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel.

“**Local Public Body**” means every political subdivision of the State of New Mexico and the agencies, instrumentalities, school districts and local school boards and municipalities.

“**Mandatory**” – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**Minor Technical Irregularities**” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

“**Procurement Officer**” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“**Procuring Agency of the County**” means the department or other subdivision of the County of Roosevelt that is requesting the procurement of services or items of tangible personal property.



**“Redacted”** means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

**“Request for Proposals (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 his 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 means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

**“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The County reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Officer in such cases.

**“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offeror’s proposals. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

**“Unredacted”** means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

## **I. PROCUREMENT LIBRARY**

The Procurement Library consists of the following documents which may be accessed by their associated links:

New Mexico Procurement Code

<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWSzIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otojlzYANKIDCSNNACEyPoTC4EbDtypyFCAMp5SAIW4AIAKIAZiWDUAggDIRR2qTAAjaKWxxq1IA>

Roosevelt County Purchasing and Procurement Policy

<https://www.rooseveltcounty.com/wp-content/uploads/2021/06/2021-34PurchasingProcurementPolicy.pdf>

Roosevelt County Board of Finance Investments and Deposits Policy

<https://www.rooseveltcounty.com/wp-content/uploads/2021/06/2021-33RevisionInvestmentPolicy.pdf>

## 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 Officer will make every effort to adhere to the following schedule:

<b>B. Action</b>	<b>Responsible Party</b>	<b>Date</b>
1. Issue RFP	Procurement Officer	Nov. 10, 2021
2. Return of "Acknowledgement of Receipt" Form for Distribution List	Potential Offerors	Nov. 17, 2021
3. Deadline to submit Questions	Potential Offerors	Nov. 26, 2021
4. Response to Written Questions	Procurement Officer	Nov. 29, 2021
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>Dec. 7, 2021 (Tues.) 2:00 p.m.</b>
6. Proposal Evaluation	Evaluation Committee	Dec. 8-9, 2021
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	Dec. 13, 2021
8. Best and Final Offers (if requested)	Finalist Offerors	Dec. 15, 2021
9. Contract Negotiations (if needed)	Finalist Offeror/County	Dec. 17, 2021
10. Contract Awards*	Finalist Offeror/BCC*	Dec. 21, 2021
11. Protest Deadline	Offerors	Jan. 4, 2022

\*Contract award is subject to approval of the Board of County Commissioners.

### A. 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 Roosevelt County on Nov. 10, 2021.

#### 2. Acknowledgement of Receipt

Potential Offerors should 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 their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Officer by 2:00 PM MST or MDT as indicated in the sequence of events.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

**3. Pre-proposal Tours**

There will NOT be a mandatory pre-proposal conference held for this RFP.

**4. Deadline to Submit Written Questions**

Potential Offerors may submit written questions to the Procurement Officer as to the intent or clarity of this RFP until 2:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Officer 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 organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <http://www.rooseveltcountry.com>.

**6. Submission of Proposal**

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN STANDARD TIME /DAYLIGHT TIME ON DECEMBER 7, 2021.**

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 Officer at the address listed in Section I, Paragraph D1. **Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to 2022-02 Commissary Services for Roosevelt County Detention Center and "DO NOT OPEN"**. Proposals submitted by facsimile, or other electronic means will not be accepted.

Proposals must be delivered to:  
Liliana Rivera, *Certified Procurement Officer*  
Roosevelt County Administration  
109 W. 1<sup>st</sup> St. (3<sup>rd</sup> Floor)  
Portales, NM 88130

A public log will be kept of the names of all Offeror organizations that submitted proposals. Proposals will not be opened prior to the deadline. 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. Awarded in this context means the final required County signature on the contract(s) resulting from the procurement has been obtained.

**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 Officer 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. Notification of Finalists**

The Evaluation Committee may select and the Procurement Officer would then notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. Only finalist will be invited to participate in the subsequent steps of the procurement. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the County.

**9. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

**10. Finalize Contractual Agreements**

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 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.

**11. Contract Awards**

After review of the Evaluation Committee Report and the signed contractual agreement, the BCC must approve the contract during a public meeting as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the Procurement Office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to Roosevelt County, 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 County approval.

## **12. 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:

Protest Manager  
109 W. First St.  
Portales, NM 88130

Protests received after the deadline will not be accepted.

## **B. 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 contained in Section V of this RFP.

### **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 with the County which may derive from this RFP. The County will make payments to only the prime contractor.

### **4. Subcontractors/Consent**

The use of subcontractors must be clearly explained in the proposal and each must be identified by name. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the County before any subcontractor is used during the term of this agreement.

## 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. 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 Officer 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.

## 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. 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 Officer 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.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Procurement Officer 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 RFP in no manner obligates Roosevelt County to the use of any Offeror's services until a valid written contract is awarded and approved by 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 agency 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 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.

## **12. Legal Review**

The Agency 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 Officer.

## **13. 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.

## **14. Basis for Proposal**

Only information supplied, in writing, by the County through the Procurement Officer 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 a contractor will follow the format specified by the County and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the County reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resulting contract.

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

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion. Please see Section II.C.15 for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the Offeror selected 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 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.

## **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 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.

## **20. 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.

## **21. County Rights**

The County in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **22. Ownership of Proposals**

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

## **23. 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.

## **24. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.47, Response to Written Questions).

## **25. 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 agency shall govern.

## **26. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## **27. Campaign Contribution Disclosure Form**

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of County Commissioner Dennis Lopez, Rodney Savage, Tina Dixon, Paul Grider, or Lewis “Shane” Lee, Paul Grider; Sheriff Malin Parker, Treasurer Layle Sanchez, Assessor George Beggs, Clerk Mandi Park, Probate Judge Kendall Terry. Failure to complete and return the signed unaltered form will result in disqualification.

- 28. Non-collusion:** Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

## **29. Letter of Transmittal**

Offeror’s proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company.

### **30. 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.**

### III. 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 five (5) identical copies of their proposal to the location specified on or before the closing date and time for receipt of proposals. The original copy should be clearly marked “Original” on the front cover and shall contain original signatures.

#### 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.

##### 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.

##### **Technical Proposal (Binder):**

- Signed Letter of Transmittal
- Table of Contents
- Proposal Summary (Optional)
- Response to Contract Terms and Conditions
- Offeror’s Additional Terms and Conditions
- Response to Specifications (**except rebate/additional services information which shall be included in Proposal separate SEALED and labeled envelope**)
  1. Response to Scope of Services
  2. Company Profile
  3. Capability and Agreement to Perform
  4. Insurance
  5. Rebate and/or Additional Services Proposal (**Separate SEALED and labeled envelope**)
  6. Desirable Specifications
  7. References
  8. Other Supporting Material
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

##### **Rebate/Additional Services Proposal:**

Offeror must submit a proposed rebate and/or additional services benefit for the Facility that illustrates the value of proposed services.

## IV. SPECIFICATIONS

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

### A. INFORMATION

#### 1. Resident Business Preference

A valid Resident Preference Certificate issued by the New Mexico Taxation and Revenue Department on or after January 1, 2012 **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying resident business. See Section II.29, above, for more information.

#### 2. Resident Veterans Preference Certificate

A complete and signed Resident Veterans Preference Certificate **must** be included with the proposal if the Offeror wishes to receive the additional points available as a qualifying Resident Veteran. See Section IV.C.4 for more information.

#### 3. Response to Requirements

Each mandatory requirement in sections IV.B.1 through IV.B.6, below, requires a vendor response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Offeror's proposal. Each desirable requirement in sections IV.B.7 through IV.B.8, below may be answered at the Offeror's discretion. Failure to respond to a desirable requirement will result in a score of zero (0) being assigned for that requirement.

### B. MANDATORY REQUIREMENTS

#### 1. Response to Scope of Services (35 Points)

Offeror shall provide written response to each of the points contained within the scope of services. This shall include correctional facilities of similar size and volume. Offeror must have proven ability to execute a contract for services beginning on or about Jan. 1, 2022.

#### 2. Company Profile (20 Points)

Offeror shall provide written response to each of the points contained within the company profile section. Offeror will provide a sufficient number of trained staff to efficiently fulfill the requirements of this RFP.

#### 3. Capability and Agreement to Perform (0 Points)

Offeror certifies that they are capable and qualified to provide the services required by this RFP and agrees to perform the Scope of Work as specified in the Contract at Appendix C. A statement of concurrence is required.

#### 4. Insurance (0 Points)

The Contractor shall secure insurance coverage to meet the specifications outlined in the contract found in Appendix C. All insurance policies of the Contractor shall be endorsed to waive all rights of subrogation against Roosevelt County. Contractor shall require all of its subcontractors, if allowed under the contract, to provide the coverage listed below as well as any other coverage that

the Contractor might consider necessary. Any deficiency in the coverage or policy limits of the subcontractors will be the sole responsibility of the Contractor.

The Contractor shall provide the County original certificates of such coverage and receive notification of approval of those certificates by the County Manager prior to engaging in any activities under this contract. The successful Contractor shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract. The certificates must list the County as an additional named insured and shall have no less than thirty (30) days written notice of cancellation or material change. The certification or proof of insurance must contain a provision for notification to the County thirty (30) days in advance of any material change in coverage or cancellation.

**5. Cost (20 Points)**

Offeror must submit a proposed rebate and/or additional services benefit for the Facility that illustrates the value of proposed services.

**6. Desirable Specification (10 points)**

a. Records (5 Points)

Offerors shall maintain complete and accurate records of detainees served. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

b. Responsiveness (5 Points)

Offerors shall respond to concerns expressed by RCDC Administration within a reasonable time not to exceed seven (7) days. Offerors should describe, in narrative form, how they meet this requirement. The response should include the description of a situation, and the resolution and outcome, that the Offeror feels best describes their experience and success in this area.

**7. References (15 Points)**

Offeror should provide names and current contact information for at least three (3) local public bodies or private companies for which your firm has provided similar services. Offeror must also describe the type of service provided to each, when the service was performed and the duration of the service.

**C. BUSINESS SPECIFICATIONS**

**1. Letter of Transmittal Form**

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

## 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)

## V. 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.

REF.	REQUIREMENT	POINTS AVAIL.
IV.B.1	Response to Scope of Services	35
IV.B.2	Company Profile	20
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Insurance	0*
IV.B.5	Rebate/Additional Services	20
IV.B.6.a	Records	5
IV. B.6.b	Responsiveness	5
IV.B.7	References	15
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Campaign Contribution Disclosure Form	0*
TOTAL		100

\*Pass/Fail only.

### B. REFERENCES

Based upon the initial evaluation and ranking, references will be contacted for the top ranked offerors

### C. INTERVIEWS

Based upon the initial evaluation and ranking, offerors may be invited to attend interviews on a date to be announced. Offerors selected for an interview will be notified as soon as possible.

### D. NEGOTIATIONS

County reserves the right to seek clarification of each proposal, and the right to negotiate a final contract which is in the best interests of the County, considering cost effectiveness and the level of time and effort required for the project. Contract negotiations with the offeror with the highest ranked proposal shall be directed toward obtaining written agreement on:

1. Contract tasks, staffing and performance;
2. A maximum, not-to-exceed contract price which is consistent with the proposal and fair and reasonable to the County, taking into account the estimated value, scope, complexity, and nature of the Services.

Negotiations may be formally terminated if they fail to result in a contract within a reasonable time. Negotiations will then ensue with the offeror with the second highest ranked proposal. If the second, or if necessary, a third round of negotiations fails to result in a contract within a reasonable amount of time, the RFP may be formally terminated.

## **E. EVALUATION PROCESS**

1. An Evaluation Committee selected by the Procurement Officer will review, evaluate and rank the proposals.
2. All Offerors' 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.
3. The Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, 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 in Section IV will be recommended for award (as specified in Section II. B.8). 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**

Commissary Services for Roosevelt County Detention Center  
2022-02

**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 table of contents, and ending with APPENDIX G.

The acknowledgement of receipt should be signed and returned to the Procurement Officer no later than 2:00 PM Nov. 17, 2021. 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.

Liliana Rivera, *Certified Procurement Officer*  
2022-02  
Roosevelt County  
109 W. First St.  
Portales, NM 88130  
E-mail: lrivera@rooseveltcountry.com

**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 (2) years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, 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 (2) 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**  
**SAMPLE CONTRACT**

## **COMMISSARY AGREEMENT**

**THIS AGREEMENT** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between Roosevelt County, a New Mexico governmental entity hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Provider”.

**WHEREAS**, County is in need of commissary services for its County Detention Center; and,

**WHEREAS**, County has issued a Request for Proposal No. 2022-02 soliciting proposals from providers to operate the inmate commissary services, and to provide all other services as outlined in the RFP; and,

**WHEREAS**, County has evaluated the proposals and finds that the proposal submitted by Provider to be responsive and is the best proposal to serve the needs of the County.

**NOW, THEREFORE**, for valuable consideration, the receipt of sufficiency of which is acknowledged by both parties as evidenced by their signatures hereto, the parties contract, stipulate, and agree as follows:

### **1. SCOPE OF SERVICES TO BE PROVIDED**

- A. Provider agrees to provide high quality, professional, and comprehensive commissary services which are compliant with federal, state, and local laws as well as applicable standards and industry best practices.
- B. Provider will operate the County’s commissary program in a cost-effective manner with full reporting, effective communication, and full accountability to the County and RCDC staff.
- C. Provider agrees to operate the commissary program using only professionally trained personnel who shall have been approved and granted clearance by RCDC facility administration. Provider understands that current security policies include a requirement that the facility must conduct background checks on all commissary personnel prior to granting them access to RCDC, and the Provider agrees to assist in this process.
- D. At all times, Provider shall agree to operate the commissary based on a written plan, which has been approved by facility administration.
- E. Provider shall maintain an open and collaborative relationship with detention staff, administration, and County administration.

### **2. PROVIDER’S RESPONSIBILITIES**

- A. Pursuant to the provisions of this Agreement, Provider will operate and manage its services provided at the RCDC facility, keep its services adequately serviced and supplied all in accordance with the requirements of the County’s RFP which is incorporated herein and made a part of this Agreement as Exhibit A and the Provider’s Proposal which is also incorporated and made a part of this Agreement as Exhibit B.
- B. Provider agrees to pay all federal, state, and local taxes which may be assessed against Provider’s equipment or merchandise while in or upon the RCDC, as well as



all federal, state, and local taxes assessed in connection with the operation of its services upon the premises. Provider also agrees to comply with all federal, state, and local laws and regulations regarding the preparation, handling, and services of products. Provider will also procure and keep in effect all necessary licenses, permits, food handlers cards as required by law, and to post such permits in a prominent place as required by law. All costs in connection with such taxes (excluding any County real estate and personal property taxes), licenses, permits, and food handlers cards shall be a cost of business and will be charged to the operation of the business. Provider agrees to comply with all applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

- C. Provider agrees to hire all employees necessary for the performance of this Agreement. Provider agrees that no employee of the County will be hired by the Provider without the permission of the County for a period of six (6) months after termination of said employee's employment with the County. Provider, in performing work as required by this Agreement, shall not discriminate against any employee or employ discriminatory practices in regard to applications for employment due to race, creed, sex, color, national origin, or age, or in violation of local, state, and federal laws. Provider's employee shall be subject to health examination as city, state, or federal law may require in connection with their employment, including background checks and drug testing. All persons employed by the Provider will be the employees of the Provider and not of the County.
- D. Commissary orders will be delivered at least weekly to each day room. Provider's personnel will deliver bagged orders to each detainee per an agreed upon schedule and in accordance with County's security requirements. Two (2) copies of the receipt for commissary items will be included for each individual bag.
- E. Commissary products must be approved by the RCDC Administrator or their designee. Products will include and are not limited to a large selection of food items, supplies, personal hygiene items, over-the-counter medications, and certain items of clothing. Glass or metal containers are not permitted.
- F. All sale of goods will be generated from the detainee commissary order form. Said form will show all available items from the commissary and list their current prices. Forms will be issued to detainees two (2) days prior to the order date.
- G. Products and prices must be approved by the RCDC Administrator or their designee, prior to inclusion in the detention management inventory system. The Provider will provide an initial price listing of the commissary items to be offered to the RCDC Administrator. The listing shall detail the Provider's cost of each item inclusive of GRT, and the sales mark-up on each item. Detainee commissary prices will be comparable with prices charged at other detention centers and correctional institutions operating in New Mexico.
- H. All food products must be properly labeled. Only fresh and legal products may be sold, with inventory to be rotated so as not to have extended shelf life. Items and products found to be defective or not meeting specifications will be removed and replaced by the Provider.
- I. Detainee accounts, against which commissary purchases are charged, are to be maintained by the Provider and linked to the facility software. If any additional software or hardware is required by the commissary program, then provider will incur the cost

to provide such software or hardware so as to provide necessary commissary services.

- J. Provider will submit an itemized invoice, electronically, to be designated by RCDC staff, which clearly illustrates the computation of the RCDC rebate, or the additional services provided by Provider in lieu of any rebate, as well as the net amount payable to the Provider for commissary services.
- K. Provider's invoices will be audited for accuracy of sales information and computations by RCDC and/or County staff. The audit will include a comparison between total charges to detainees' accounts for commissary purchases and total sales from inventory per reports generated from the facility software. Any adjustments made to the invoice as a result of this audit will be communicated to the Provider's designated staff by the RCDC administrative staff. In no case, will the total of the invoice payment to the Provider and the rebate and/or incentive to RCDC exceed total detainee's account charges for commissary purchases.
- L. All records shall be kept on file by Provider for a period of not less than three (3) years from the date the record is made. Provider shall, upon reasonable notice, give the County or its authorized representatives the privilege (at a reasonable time) of inspecting, examining, and auditing all such business records.
- M. Provider agrees that all of its employees and agents shall comply with and observe all applicable RCDC rules and regulations concerning conduct at the RCDC County employees upon its employees and agents.
- N. Provider agrees to provide all necessary computer hardware and software including installation and sufficient training for the inmate trust fund accounting.

### **3. COUNTY'S GRANT TO PROVIDER**

County grants to Provider as an independent contractor the exclusive right to operate the inmate commissary services and to provide the inmate trust fund accounting system at the RCDC. This grant shall include the exclusive right to sell inmates at the RCDC, food products, non-alcohol beverages, and such other items as described herein.

### **4. INSURANCE AND INDEMNIFICATION**

- A. Mutual Indemnification: Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission of such party (except to the extent caused by the negligent act or omission of the other party, its employees, or agents). Notwithstanding the foregoing, Provider shall not be required to indemnify County for any claim, or action brought by an employee of Provider against County.
- B. Notification of Claim: Notification of an event giving rise to an indemnification claim ("Notice") must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement, and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

- C. Provider Insurance: Provider shall obtain and maintain insurance as stated in the RFP and shall name the County as an additional insured on all required policies. The Provider shall transmit a copy of its insurance policy to County on an annual basis.
- D. County Insurance : County shall obtain and maintain insurance for the Premises, services equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.
- E. Certificates of Insurance: Certificates of Insurance for such coverage and naming the County as an additional insured will be furnished within fifteen (15) days from the effective date of this Agreement.

**5. COMMENCEMENT AND TERMINATION**

- A. This Agreement shall become effective on the \_\_\_ day of \_\_\_\_\_, 2022, and shall run through \_\_\_\_\_, 2022. Thereafter, the parties, through mutual agreement, can renew and extend this contract for additional one (1) year periods pursuant to a written agreement for up to three (3) successive years.
- B. This Agreement may be terminated by either party with or without cause. Either party shall give written notice by certified mail, return receipt requested to the other party of its intent to terminate this Agreement at least sixty (60) before the effective date of termination. In the event of termination under this paragraph, the Provider shall be entitled to receive compensation for work in progress or work completed and County shall be entitled to receive any outstanding rebate or compensation to be provided by Provider in lieu of any rebate.

**6. INDEPENDENT CONTRACTOR**

Provider is, and at all times throughout the term of this Contract, shall act as an independent contractor, and not an agent, employee or representative of County and, Provider shall be responsible for the management of its business affairs. In the performance of the work under this Contract, Provider will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Provider shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Provider will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Provider accomplishes and performs its services. Nevertheless, Provider shall be bound to fulfill the duties and responsibilities contained in the Contract.

Provider represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Provider, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

To the extent that Provider employs any employees, Provider shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Provider's employees be covered under any policy of County.

**7. NO JOINT VENTURE OR PARTNERSHIP**

Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Provider and County. Except as otherwise specifically set forth herein, neither Provider nor County shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

**8. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

Provider warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. Provider certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer or state employee, or former state employee, have been followed.

**9. DISCLAIMER**

County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Provider or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

**10. PENALTIES FOR VIOLATION UNDER LAW**

In addition to the Governmental Conduct Act, the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**11. ASSIGNMENT**

Provider shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

**12. INDEMNITY AND LIMITATION**

Provider shall indemnify, defend, and hold harmless County from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent, intentional and/or criminal acts, errors, or omissions of Provider, its officers, employees, agents, or representatives in the performance of services under this Contract.

**13. DISPUTE RESOLUTION**

In the event that a dispute arises between County and Provider under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute. If any dispute cannot be resolved, then venue for any lawsuit regarding this Agreement shall be laid in the Roosevelt District Court, and in no other venue.

In the event of termination, Provider shall be compensated for all services performed and costs incurred up to the effective date of termination for which Provider has not been previously compensated.

Upon receipt of notice of termination from County, Provider shall discontinue the services unless otherwise directed and upon final payment from County deliver to the County all data, reports, summaries, and such other information and materials as may have been accumulated by Provider in the performance of this Contract. County shall be entitled to recover its attorney's fees if required to enforce this agreement.

#### **14. NOTICES**

All notices to be given under this Agreement shall be in writing and shall be serviced either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the United States mail.

TO COUNTY:           Roosevelt County  
                          109 W. 1<sup>st</sup> Street  
                          Portales, NM 88130  
                          Attn: Amber Hamilton, County Manager  
                          Phone: 575-356-5307  
                          Fax: 575-356-8307  
                          Email: ahamilton@rooseveltcountry.com

TO PROVIDER:       Provider  
                          Address  
                          City, State, ZIP  
                          Attn:  
                          Phone:  
                          Fax:  
                          Email:

#### **15. CONFIDENTIALITY**

In the course of providing Services hereunder, the parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals, and software, all of which shall be identified as confidential ("Confidential Information"). The parties agree to hold in confidence and not to disclose any Confidential Information during, and for two (2) years after, the term of this Agreement, except that the parties may use or disclose

Confidential Information (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a governmental authority. The parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other party. Each party's Confidential Information shall remain the exclusive property of the party and shall be returned by the party to the other party upon termination or expiration of this Agreement. In the event of any breach of this provision, the parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

#### **16. GOVERNING LAW AND DISPUTES**

This Agreement shall be governed by the laws of the State of New Mexico.

#### **17. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The parties shall comply with all federal, state and local laws as required including, but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a)(7), 60-250.5 and 60- 741.5, if applicable.

#### **18. COMPLIANCE WITH GOVERNING LAWS**

This agreement is to be performed in the State of New Mexico and the County of Roosevelt, and shall be construed under the Laws of the State of New Mexico and Roosevelt County. The Service Contract Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Service Contract Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Agreement. The Service Contract Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the

basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR part 80 (relating to race, color, and national origin), 45 CFR part 84 (relating to handicap), 45 CFR part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

***Provider***

***Roosevelt County***

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Amber Hamilton, *County Manager*

*Approved as to Legal Form:*

BY: \_\_\_\_\_  
Randy Knudson, *County Attorney*

**APPENDIX D**

**LETTER OF TRANSMITTAL FORM**



**APPENDIX D**  
**Letter of Transmittal Form**

**RFP#:** \_\_\_\_\_

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

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

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 as required in Section II. C.1.

\_\_\_ 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.

\_\_\_\_\_, 2021  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX E**  
**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.