



**REQUEST FOR PROPOSALS (RFP)**

**Food Service Management  
for Roosevelt County Detention Center**

**RFP# 2024-04**

Released: Sept.22, 2023

**Proposal Submittal Due Date: Oct. 10, 2023 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 to establish a contract through competitive negotiations for the procurement of Food Service Management for the Roosevelt County Detention Center (RCDC).

## B. SCOPE OF WORK

The scope of work consists of providing all necessary onsite food, labor, and supplies for a high quality, cost-effective food service system for the Detention Center. Food service will be required three (3) times a day, seven (7) days a week. RCDC capacity is 145 detainees. The current average daily population is approximately 75.

The selected Contractor will provide meals that meet USDA approval. All food handlers must be certified to perform their tasks. The meals will provide a minimum of 3,200 calories per detainee per day, and therapeutic diet options shall be included. The selected Contractor will provide menu options and costing for various meal plans. Not more than 10% of meals served to include sandwiches.

Approximate schedule for meal delivery is as follows (subject to change, as negotiated in final contract):

- A. BREAKFAST is served between 5:30 a.m. and 6 a.m.
- B. LUNCH is served between 12:30 and 1:00 p.m.
- C. DINNER is served at 5:30 p.m.

Proposals shall include the scope to provide for the cooking of meals using RCDC facilities, the proposal must include details on how the facility kitchen and the delivery of food to the detainees of RCDC shall be managed.

The selected Contractor will be expected to:

1. Deliver high quality food services that can be audited against established nutritional and health standards for the least possible cost per meal.
2. Operate the food services program using corrections-experienced and professionally trained personnel.
3. Operate the food services program in a cost-effective manner with full reporting to County management.
4. Develop and implement a written food services plan with clear objectives, policies, procedures and submit to an annual evaluation of performance and compliance.
5. Maintain an open, collaborative relationship with the administration and staff of the RCDC and other County departments.
6. Maintain standards established by Roosevelt County, as well as the New Mexico Association of Counties Accreditation Detention Affiliate Program.

7. Offer a comprehensive program for continuing staff and detainee education.
8. Operate the food services program in a humane manner, with respect to the detainees' rights to basic health and nutritional standards.
9. Maintain all kitchen equipment in good working order, through training and good management practices, if applicable.
10. Develop procedures to operate and maintain kitchen equipment to keep maintenance costs low.

A dietitian's certification must accompany this proposal in order for this proposal to be considered responsive. The offeror will provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications. The offeror shall include in the proposal their policies for serving special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified. All such meals will be provided at contract rates. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the RCDC Administrator.

The offeror shall assure the County that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 degrees if hot, 45 degrees if cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard, where indicated).

### **C. SCOPE OF PROCUREMENT**

The scope of procurement consists of providing food procurement, food preparation, maintaining supply inventory, and staffing for all administrative and operational functions described herein. The duration of the contract resulting from this RFP shall be for two (2) year from the date of award. This Contract can be renewed on an annual basis, for up to eight (8) 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 ten (10) years, including all extensions and renewals. This procurement will result in a single source award.

### **D. 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@rooseveltcounty.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.

## **E. 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.

## **F. 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#!b/13-1-1>

Roosevelt County Purchasing Policy

<https://www.rooseveltcounty.com/wp-content/uploads/2021/06/2021-34PurchasingProcurementPolicy.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	Sept.22, 2023
2. Return of “Acknowledgement of Receipt” Form for Distribution List	Potential Offerors	Sept. 29, 2023
3. Deadline to submit Questions	Potential Offerors	Oct 2, 2023
4. Response to Written Questions	Procurement Officer	Oct 4, 2023
<b>5. Submission of Proposal</b>	<b>Potential Offerors</b>	<b>Oct. 10 2023(Tues.) 2:00 p.m.</b>
6. Proposal Evaluation	Evaluation Committee	Oct. 10-11, 2023
7. Notification of Finalists/ Interviews (if desired)	Evaluation Committee	Oct. 11, 2023
8. Best and Final Offers (if requested)	Finalist Offerors	Oct. 12,2023
9. Contract Negotiations (if needed)	Finalist Offeror/ County	Oct. 12-13,2023
10. Contract Awards*	Finalist Offeror/BCC*	Oct. 17, 2023
11. Protest Deadline	Offerors	Nov. 1, 2023

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

### C. 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 Sept.22, 2023.

#### 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 on Sept. 29, 2023.

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. Potential Offerors wishing to tour the facility prior to the proposal due date may make arrangements by calling Administrator Shayla Ramsey at (575) 356-6871. A site tour is not mandatory. Any statements made at any site tour are not binding on the County unless confirmed by written addendum.

### **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 OCTOBER 10, 2023. 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 the Food Service Management for Roosevelt County Detention Center and 2024-04 and marked "DO NOT OPEN". Proposals submitted by facsimile, or other electronic means will not be accepted.

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.

## **D. 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 affected 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.insurenwexico.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 Commissioners Dennis Lopez, Rodney Savage, Roy Lee Criswell, Tina Dixon, or Paul Grider; Sheriff Javier Sanchez, Treasurer Layle Sanchez, Assessor Stevin Floyd, Clerk Mandi Park, Probate Judge Kendall Terry. Failure to complete and return the signed unaltered form will result in disqualification.

## **28. Letter of Transmittal**

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

## **29. 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 four (4) 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 cost information which shall be included in Cost Proposal Separate SEALED and labeled envelope**)
  1. Organizational Experience
  2. Organizational References
  3. Other Supporting Material
- Signed Campaign Contribution Form
- New Mexico Preferences (If applicable)
- Other Supporting Material (If applicable)

##### Cost Proposal:

Completed Cost Response Form **in a sealed and labeled envelope.** 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. All discussion of proposed costs, rates or expenses must occur only in a separate sealed envelope on the cost response form. 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, 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. Statement of Qualifications (100 Points)

Offeror to provide a brief company profile, years in business under present and previous names and must have prior experience with proven effectiveness in administering large scale food service programs. What makes your organization stand out in the industry? 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 Nov. 2, 2023.

#### 2. Plan of Operations (200 Points)

- Quality assurance
- Menu planning
- Food production
- Sanitation
- Security
- Organizational chart
- Staffing matrix
- Staff and detainee training
- Emergency contingency plan

Meal services times will be 5:30 AM-6:00 AM; 12:30PM -1:00 PM; and 5:30 PM. Offeror will staff the kitchen at a minimum from 8 AM to 6:30 PM. A cold breakfast will be served. No alternative dairy products will be permitted.

Offeror will provide a sufficient number of trained staff to efficiently fulfill the requirements of this RFP. It is to be expressively understood that a full-time on-site Food Service Manager is to be assigned solely to RCDC. All employees of the Offeror must be cleared by RCDC Administration and must comply with RCDC Policies and Procedures.

The County will provide detainee labor based upon custody, medical and behavioral clearance to assist with meal preparation, sanitation, and delivery of meals throughout facility. The selected Contractor will be responsible for the training of best practices to the detainee population on food service preparation and sanitation for the kitchen area.

**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 (200 Points)**

Offeror must complete and submit the Cost Response Form, at Appendix D, providing proposed per meal cost for accomplishing the scope of work. The submitted price shall remain firm for the first twenty-four (24) months of service. The pricing for each subsequent year, will be evaluated based upon Consumer Price Index (CPI) and shall not exceed five (5) percent. Price adjustments shall be established in the fully executed contract. State gross receipts and local option taxes (if any) shall not be included in the proposed cost. Such taxes shall be separately reimbursed to the contractor by the County.

## 6. Desirable Specification

- a. Meal Plans and Menu Options (75 Points)  
Offerors will provide wholesome, healthy meals with a minimum caloric intake of 3,200 calories per day. Offerors should provide sample menus, to include specialize diets. Meals shall be tasty and visually appealing, and shall meet or exceed State requirements and the standards of the American Correctional Association and New Mexico Adult Detention Professional Standards. Proposals should also include pricing for Kosher meals, Halal meals, Vegetarian, and Vegan meals, and wheat/gluten/whely free bread products.
- b. Records (75 Points)  
Offerors shall maintain complete and accurate records of meals served and billing documentation of the purpose of providing a monthly report to RCDC Administration. 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.
- c. Responsiveness (75 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.

## 8. References (75 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 E. 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	Statement of Qualifications	100
IV.B.2	Plan of Operations	200
IV.B.3	Capability and Agreement to Perform	0*
IV.B.4	Insurance	0*
IV.B.5	Cost	200
IV.B.6.a	Meal Plans and Menu Options	75
IV.B.6.b	Records	75
IV. B.6.c	Responsiveness	75
IV.B.7	References	75
IV.D.1	Letter of Transmittal Form	0*
IV.D.2	Campaign Contribution Disclosure Form	0*
TOTAL		800

\*Pass/Fail only.

Points will be awarded based on the evaluation factors found in V.A.1 through V.C.3, below, as indicated.

### 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 FACTORS**

### **1. Letter of Transmittal**

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

### **3. 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)

## **E. EVALUATION PROCESS**

1. An Evaluation Committee selected by the County Manager 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**

Food Service Management for Roosevelt County Detention Center  
2024-04

**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 Sept. 29, 2023. 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  
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**

## **FOOD SERVICES MANAGEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into on this \_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Roosevelt County (hereinafter referred to as “County”), and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**WHEREAS**, County operates the Roosevelt County Adult Detention Center (hereinafter “Detention Center”);

**AND WHEREAS**, County has gone out for Request for Proposal, RFP # 2024-04, relating to Food Management Services at the Detention Center;

**AND WHEREAS**, County has received and reviewed responses to the RFP, and has determined that the proposal submitted by \_\_\_\_\_ is responsive and that a contract with Contractor is in the best interest of the County;

**AND WHEREAS** \_\_\_\_\_ is willing and able to provide Food Management Services to County.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiently which is acknowledged by both parties as evidenced by their signatures hereto, County and Contractor, agree as follows:

### **SECTION 1. SCOPE OF SERVICES**

**1.1** Contractor shall provide a complete food service system, which will allow contractor to provide all necessary onsite food preparation, and related food services, including necessary labor and supplies for the Roosevelt County Detention Center.

Food services will be required three (3) times per day, seven (7) days per week at the Detention Center, with Contractor performing the services hereunder, pursuant to County’s Request for Proposal #2024-04, as well as \_\_\_\_\_ proposal submitted to Roosevelt County and dated \_\_\_\_\_, which are incorporated herein as though they were set forth here in full, and Contractor agrees to comply with all of the terms and conditions set forth therein.

**1.2** In performing the services set forth in paragraph 1.1, Contractor shall:

- a) Provide qualified personnel to prepare onsite food, hire and maintain corrections-experienced and professionally trained staff, who shall purchase supplies for continuous

high quality cost effective food service three (3) times per day, seven (7) days per week at the Roosevelt County Detention Center and shall serve:

Breakfast each day between 5:30 AM and 6 AM.

Lunch each day between 12:30 PM and 1:00 PM.

Dinner each day at 5:30 PM.

Quality food services shall be supplied by Contractor, at prices agreed upon by the parties and as set forth in Exhibit "A", attached hereto, in a cost-effective manner. The dietician's certification supplied by Contractor shall be incorporated into this agreement and Contractor agrees and warrants that the food services provided under this agreement shall meet or exceed established nutritional and health standards for the least possible cost per meal.

- b) Food services under this agreement shall be provided pursuant to the terms of Contractor's written food services plan. In providing such services, Contractor agrees to maintain the high standards established by Roosevelt County, as well as those standards established by the New Mexico Association of Counties Accreditation Detention Affiliate Program. Contractor shall further offer a comprehensive program for continuing staff and detainee education on topics related to nutrition, hygiene, safe-food handling, and preparation. Contractor acknowledges and agrees that it shall at all times maintain all of its books and records pursuant to the terms of a systematic policy and shall at all times employ accepted best practices to insure that it records detail complete and accurate record of meals served, nutritional analysis, recipes and portion sizes for all menu items.
- c) Contractor shall provide at no additional cost, religious and medical diet conforming to special religious or physician-ordered specification. Contractor agrees to provide a minimum of five (5) spirit-lifter meals which shall be provided annually, including a meal at Easter, on Thanksgiving, Christmas, and for the New Year Holiday periods, and one (1) meal to be scheduled at the discretion of the RCDC Administrator.
- d) Contractor shall insure that all meals are provide in an sanitary, exceptionally clean environment in a fashion which complies with all Health Department requirements. Safe Food handling and preparation training shall be afforded to all staff working for Contractor on a continuous basis. All meals served by Contractor shall be served at an appropriate sanitary temperature and in a manner which makes each meal palatable (140 if hot, 45 if cold), and in a visibly pleasing manner, complete with condiments (dressing, sugar, salt, pepper, ketchup or mustard, where indicated).



## **SECTION 2. CONTRACTOR RESPONSIBILITIES**

**2.1** . Pursuant to the provisions of this Agreement, will operate and manage its Services hereunder at the Detention Center and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties and further set forth in Exhibit A, attached hereto. During the contract period County and Contractor agree to discuss and jointly work with the dietitian and group population to make necessary changes regarding the menu.

**2.2.** Contractor agrees to pay all Federal, state, and local taxes which may be assessed against Contractor 's equipment or merchandise while in the Premises, as well as all Federal, state, and local taxes assessed in connection with the operation of its Services at the Premises. Except in circumstances in which the County is exempt from sales tax, Contractor shall bill and County shall pay for all applicable sales taxes. Contractor also agrees: (i) to comply with PREA standards; (ii) to comply with all Federal, state, and local laws and regulations governing the preparation, handling, and serving of foods; (iii) to procure, post as required by law and keep in effect all necessary licenses, permits, and food handler's cards required by law; (iv) meet all guidelines as prescribed by the American Correctional Association. All costs in connection with such taxes (excluding County's real estate and personal property taxes) referred to herein, licenses, permits, and food handler's cards, shall be a Cost of Business and will be charged to the operation of the business.

**2.3.** Contractor shall hire all employees necessary for the performance of this Agreement. Upon being hired, such employees shall be subject to such health examinations as proper county, state, or Federal authorities may require in connection with their employment in addition to security background screening as permitted by law to include criminal background checks conducted by the County. All persons employed by Contractor will be the employees of Contractor, and not employees of the County, and will be covered at Contractor's expense by employee dishonesty insurance coverage. The County may refuse access to the Detention Center to any Contractor employee. Contractor shall be solely responsible for all employment withholding, social security, and other taxes on the wages of its employees, and hereby indemnifies County from any liability for such obligation. Contractor agrees to comply with applicable Federal, state, and local laws and regulations pertaining to wages and hours of employment.

**2.4.** Contractor shall perform all necessary cleaning of the food service equipment, foodservice preparation areas, and floors in the storage and food service preparation areas. Contractor agrees to maintain conditions of sanitation and cleanliness in accordance with applicable laws.

**2.5.** All records shall be kept on file by Contractor for a period of three (3) years from the date the record is made and Contractor shall, upon reasonable notice, give the County or its authorized representative the privilege during normal business hours of inspecting, examining, and auditing such of Contractor 's business records which are solely and directly relevant to the financial arrangements set forth in Exhibit A. The cost of such inspection, examination, and audit will be at the sole expense of the County and such inspection, examination, and audit shall be conducted at the Contractor locations where said records are normally maintained. Such information shall be deemed Confidential Information and shall be subject to the terms of Section 12 herein.

**2.6.** Contractor agrees that Contractor 's employees and agents shall comply with, and observe, all applicable rules and regulations concerning conduct on the Premises that County imposes upon County's employees and agents. Contractor's employees will need a full medical clearance, to include a TB test and hepatitis series shots. They will also be required to complete RCDC Contractor Orientation.

**2.7.** Contractor agrees to be responsible for the repair and/or replacement of any equipment due to its employees' negligent acts or omissions but not due to the acts or omissions of detainees. This does not include the repair or maintenance for normal equipment wear and tear and other responsibilities of the County as defined in Section 3.

**2.8.** In connection with Services provided hereunder, Contractor shall purchase inventory, equipment, and services from various sellers and vendors selected by Contractor at its sole discretion (each a "Vendor"). Purchases from Vendors shall be made under such terms Contractor deems in its sole discretion as acceptable ("Vendor Terms"). All Vendor Terms are the exclusive obligation and property of Contractor. County does not have any liability under, or any right to, any Vendor Terms and no Vendor Terms will operate to reduce or otherwise affect the amount or performance of County's Obligations.

### **SECTION 3. COUNTY'S RESPONSIBILITIES**

**3.1.** County's responsibilities under this contract shall be as follows:

Contractor shall, without cost to Contractor, provide Contractor with the necessary space for the operation of its Services, and shall furnish, without cost to Contractor, all utilities and facilities reasonable and necessary for the efficient performance of Contractor 's services hereunder, include, but not limited to , the following: heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, and office space.

**3.2.** County shall, at its own cost and expense, provide all food equipment, facilities, and floor space as mutually agreed is necessary for the efficient provision of Contractor 's Services hereunder. The County will maintain, repair, and replace said equipment and facilities at its own expense. Notwithstanding the foregoing, if equipment provided by County becomes inoperative, hazardous, or inefficient to operate Contractor shall notify County and have the right to effect repairs or replacements at the expense of the County, if the County fails to do so after a reasonable amount of time after notice of said equipment deficiency. Furthermore, during such time period when the equipment is inefficient, hazardous, or fails to operate County shall, if applicable, pay the cost of all paper products used during such time period. County shall permit Contractor to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. All equipment and items of equipment furnished by County to Contractor are the sole property of the County, and Contractor will not change, deface, or remove any symbol or mark of identity from said equipment furnished by the County.

**3.3.** The County will be responsible, at no cost to Contractor, for all necessary cleaning of walls, windows, and electric light fixtures and all necessary scrubbing, mopping, and polishing of floors in any and all dayroom and dining areas. All such cleaning shall be accomplished by County staff or detainee

workers and supervised by County staff and shall be performed on a schedule determined by agreement between the County and Contractor.

**3.4.** County shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Contractor or any of its subsidiaries. In the event that County breaches the terms of this provision, County shall pay Contractor an amount equal to the annual salary of such Employee.

**3.5.** County shall pay all real estate taxes with respect to the Premises, and County shall pay all personal property taxes and similar taxes with respect to County's equipment located in the Premises.

#### **SECTION 4. FINANCIAL ARRANGEMENTS**

The financial arrangements of this Agreement are set forth in Exhibit A, which is attached hereto incorporated herein and made a part hereof as if fully set forth in this Agreement.

**Payment Terms:** Payment shall be made net fifteen (15) days from receipt of accurate and complete accounting detail and invoice following receipt of goods/services. All invoices shall be submitted directly to the Roosevelt County Finance Department at 109 W. First St., Portales, NM 88130. Contractor must have submitted a completed W9 and Campaign Contribution form on file with the County.

#### **SECTION 5. INDEMNIFICATION AND INSURANCE**

**5.1.** Contractor shall indemnify, defend, and hold County harmless from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury, death or damage Contractor (except as to claims caused by any negligent act or omission of the County, its employees, or agents).

**5.2.** Contractor shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed operations, and owned and non-owned business automobile coverage) in an amount not less than One Million Dollars (\$1,000,000); and workers' compensation (including employers' liability coverage) in an amount not less than that required by applicable statute. The County shall be named as an additional insured under the insurance policies required by this provision.

**5.3.** County shall obtain and maintain insurance for the operation of the Premises, equipment, offices, and utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate.

**5.4.** Certificates of Insurance for such coverages shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to the commencement of Services hereunder.

#### **SECTION 6. COMMENCEMENT AND TERMINATION**

**6.1.** Unless sooner terminated as provided herein, the term of this Agreement shall be for two years beginning on Nov. 2, 2023, and the term may be extended, by mutual agreement, for additional one (1) year terms thereafter.

**6.2.** Either party may terminate this Agreement, for any reason, by providing notice of said termination in writing ninety (90) days prior to the proposed termination date.

**6.3.** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated in Section 8 herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the injured party may cancel the Agreement effective thirty (30) days after the end of said sixty (60) day period.

**6.4.** Upon the termination or expiration of this Agreement, Contractor shall, as soon thereafter as is feasible, vacate all parts of the Premises occupied by Contractor, and where applicable, remove its property and equipment and return the Premises to County, together with all the equipment furnished by the County pursuant to this Agreement, in the same condition as when originally made available to Contractor, excepting reasonable wear and tear and fire and other casualty loss.

#### **SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP**

Contractor shall be an independent contractor and shall retain control over its employees and agents. The employees of Contractor are not, nor shall they be deemed to be, employees of County and employees of County are not, nor shall they be deemed to be, employees of Contractor.

#### **SECTION 8. EXCUSED PERFORMANCE**

If the performance of any terms or provisions herein (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God or Nature, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

#### **SECTION 9. ASSIGNMENT**

Neither Contractor nor County may assign or transfer this Agreement, or any part thereof, without the written consent of the other party, except the parties may, without prior approval and without being released from any of their responsibilities hereunder, assign this Agreement to an affiliated company or wholly owned subsidiary.

#### **SECTION 10. ENTIRE AGREEMENT AND WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Contractor's Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized representatives of Contractor and County.

This Agreement supersedes all other agreements between the parties for the provision of Contractor's Services on the Premises.

### **SECTION 11. NOTICES**

All notices to be given under this Agreement shall be in writing and shall be served 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 (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

If to County:                   Roosevelt County Detention Center  
  Attn: County Manager  
  1700 North Boston Avenue  
  Portales, NM 88130  
  Fax: 575-359-1094

If to \_\_\_\_\_:                   \_\_\_\_\_   
  Attn: Legal Department

With copy to:

### **SECTION 12. 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) is in the possession of either party at the time of disclosure and is not acquired directly or indirectly from the other party; (e) is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (I) 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 them at law. This provision shall survive the termination or expiration of this Agreement.

### **SECTION 13. SIGNATURES**

Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

### **SECTION 14. DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New Mexico and any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement or the breach, termination, validity, or enforceability of any provision of this Agreement (each a "Dispute") not remedied within thirty (30) days after the parties use their best efforts to resolve and settle such Dispute by consulting and negotiating with each other in good faith and attempting to reach a just and equitable solution satisfactory to both parties, may be submitted to binding arbitration in accordance with the American Arbitration Association, Commercial Arbitrative Rules, or to a court of competent jurisdiction within the State of New Mexico.

### **SECTION 15. 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), 0-250.5 and 60-741.5, if applicable.

### **SECTION 16: CONFLICT OF INTEREST**

Contractor 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. Contractor 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.

### **SECTION 17: 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.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals effective as of the day and year first above written, and has been duly approved by the Board of County Commissioners of Roosevelt County.

COUNTY OF ROOSEVELT

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

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

**APPENDIX D**

**FOOD SERVICE MANAGEMENT FOR ROOSEVELT COUNTY DETENTION  
CENTER PROPOSAL FORM**



## APPENDIX D

### FOOD SERVICE MANAGEMENT FOR ROOSEVELT COUNTY DETENTION CENTER COST PROPOSAL FORM

**This form must be completed and included as part of the proposal document.**

PRICES SHALL BE STATED IN UNITS AND ON EACH ITEM SEPARATELY. IN CASE OF CONFLICT, UNIT PRICES WILL GOVERN.

ALL PRICES AND NOTATIONS MUST BE IN INK OR TYPEWRITTEN. MISTAKES MAY BE CROSSED AND CORRECTIONS TYPED ADJACENT, BUT MUST BE INITIALED IN INK BY PERSON SIGNING THE BID.

Total Meals Per Service Period	Rate for Meals Served Per Service Period
0 – 25 Meals	\$ _____
25 – 50 Meals	\$ _____
50 – 75 Meals	\$ _____
75 – 100 Meals	\$ _____
100 – 125 Meals	\$ _____
125 – Over Meals	\$ _____

Price for Staff Meal \$ \_\_\_\_\_

**\*County will not provide staff meals. Meals may be purchased by staff individually.**

**APPENDIX E**

**LETTER OF TRANSMITTAL FORM**

**APPENDIX E**  
**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.

\_\_\_\_\_, 2023  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

**APPENDIX F**  
**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.