

County of Curry



Request for Proposals No. 2017/18-05

INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND JUVENILE DETENTION CENTERS

Issue Date:
February 15, 2018

Proposal Due:
March 14, 2018
Time: 2:00 p.m.

Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016

Proposals must be submitted in a sealed envelope
that is clearly marked
"RFP No. 2017/18-05 Do Not Open"

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting competitive sealed proposals from qualified offerors for inmate commissary services for the Curry County Adult and Juvenile Detention Centers.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version must be received no later than March 14, 2018 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Curry County Administration office (Purchasing Agent Troy Hall) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE.

Troy Hall
Purchasing Agent/
Procurement Officer
Phone – 575-763-6016 Ext. 133
Fax – 575-763-3656
thall@currycounty.org

PURPOSE/GOAL

Curry County is requesting proposals for the provision of furnishing commissary services and program support services at the Curry County Adult Detention Center and the Curry County Juvenile Detention Center, hereinafter referred to collectively as "Detention Center" to operate a professional, high quality commissary service program consistent with current correctional standards and using professionally trained personnel. The Detention Center has an approximate average daily population of 207 adult inmates and 8 juvenile inmates. The successful offeror will provide commissary services for a period of two (2) years, with the option to extend for one (1) additional two-year period, as mutually agreed upon by the Curry County Board of Commissioners and the successful offeror. The successful offeror will adhere to the following:

1. Deliver high quality commissary items that are consistent with and can be compared to current established nutritional and health standards.
2. To operate a commissary service program utilizing correctional experience and professionally trained personnel.
3. To operate a commissary service program in a cost effective manner with full reporting to Curry County
4. To implement a written commissary service plan with clear objectives, policies and procedures that are documented and that can be tracked daily along with annual evaluation of compliance.
5. To maintain an open, collaborative relationship with the administration and staff of the Curry County Detention Offices and other County offices.
6. To provide the services within the standards established by Curry County, as well as ACA, State and Federal Correctional Food Services standards.
7. To offer a comprehensive program for continuing staff and inmate education, relating to commissary service.
8. To operate the commissary service program in a healthy, nutritional, clean and cooperative manner with respect to the inmates.

SCOPE OF WORK

The successful offeror will be expected to provide the following services as part of the food service programs:

1. At a maximum, provide eight (8) hours weekly for the delivery of inmate commissary. The commissary hours shall not overlap with the meal time for the inmates
 - a. Commissary hours and days must be coordinated and approved by the Detention Administrator and will be subject to change at the discretion of the Detention Administrator.
2. The average daily population has been approximately 207 adult inmates and 8 juvenile inmates. The average daily population is only provided as a guideline for possible commissary items that could be sold.
3. The offeror shall provide sufficient varied food and beverage commissary items, including but not limited to, a wide and varied selection of food items, candy and gum, non-alcoholic beverages, health and drug items and general merchandise, all of which shall be subject to the approval of the County.

DUTIES AND RESPONSIBILITIES

A. Commissary Services

1. Provide all supplies and food/beverage products which are required for complete commissary service operations. These supplies and food/beverage products shall remain the property of the offeror. Cleaning and maintenance supplies shall be provided by the offeror and all property and equipment must pass routine inspections by the Detention Administrator.
2. Provide all clear, easy to use commissary order forms to allow for individual inmates ordering of all commissary items.
3. Provide at both the Curry County Adult Detention Center and the Curry County Juvenile Detention Center a lobby kiosk, and a booking center Kiosk to allow funds to be automatically deposited into individual inmate accounts.
4. Operate said kiosks with software that will accurately monitor, record and track each individual inmate accounts to ensure clear and valid record keeping necessary for County to obtain full utilization of said system.
5. Ensure that at all times, any and all machines, Kiosks and other units used by offeror are connected to and compatible with the Curry County Beacon Software.
6. Offeror shall inform County's IT staff of any changes to any unit or machine that might have potential impact on County's electronic network infrastructure.
 - a. A periodic inspection of any and all units or machines used and/or provided by offeror in providing the services set forth herein will be

performed by the County IT staff to ensure that the units/machines are free of viruses/spyware/threats, etc. and that all virus definitions/machine updates are current. In the event that any unit or machine is found to be infected or otherwise unsatisfactory to County's IT staff, said unit shall immediately be removed from the network until said issues have been resolved.

7. All changes in pricing of commissary services **must** be approved by the Detention Administrator at a minimum of 30 days prior to a price adjustment.
8. Offeror shall submit to the County, on the first day of each month, a payment of the profit margin from the previous month.
9. The offeror shall return to the County, at the expiration of this contract, the commissary service premises and all equipment furnished by the County in the condition in which received, except to the extent of the following: ordinary wear and tear; said premises and equipment lost or damaged by fire, flood, or unavoidable occurrence; and equipment stolen by persons other than employees, providing all damages and losses are reported to the County. The County will pay for needed repairs caused by normal wear and tear. Equipment, which in the opinion of the County has exceeded its useful life, will be replaced by the County after consultation with the offeror.
10. The offeror agrees to provide any additional commissary services, as may be mutually agreed upon by both parties to the contract.
11. Access and Records – The offeror shall keep full and accurate records of sales and meal count records in connection with the commissary services. A copy of said record shall be supplied to the Detention Administrator on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be made available to the County, for auditing purposes, at any time during regular working hours.
 - a. Facility inspections shall be made by the Detention Administrator weekly or when deemed necessary, with or without advance notice to the offeror. The facilities and equipment used in the contract shall not be used to sell or market commissary items for agencies or persons other than those designated under this proposal without advance written approval of the Detention Administrator.
 - b. Inspections of commissary facility by County and State health agencies must achieve satisfactory ratings.

B. Program Support Services

1. Be responsible for cleaning and housekeeping of commissary service area on a continuing basis and maintain standards of sanitation required by state and/or local regulations.
2. Offeror and its employees shall be solely responsible for any and all aspects of the purchasing, stocking, storing and distribution of any and all commissary goods.
3. All offeror staff shall be approved by Curry County. Approval shall be granted within 90 days of placement with the County. Staff may also be requested to attend a "New Employee Orientation" for Curry County at the discretion of the Detention Administrator.
4. Assign a minimum of two (2) employees per shift to oversee and supervise all aspects of the commissary service operation. Inmates will be provided to the offeror upon approval of the Detention Administrator. Inmates may assist in the commissary services, as long as they have been instructed in proper merchandise handling, and are supervised. The offeror will provide an organizational chart and job descriptions for all professional and inmate staff with their proposal including the number of inmates required per shift. The offeror agrees to train and supervise such personnel, subject to County overall control.
5. Offeror agrees that its employees assigned to duty at the Detention Centers shall submit to periodic health examinations, at least as frequently and as stringently as required by law, and agrees to submit satisfactory evidence of compliance with all health regulations to the Detention Administrator.
6. Offeror shall secure and pay all federal, state and local licenses, permits, taxes, and fees required for the operation of the commissary services provided hereunder.

Staff Requirements

1. All employees of the offeror will be allowed to enter the Detention Centers, only upon successful completion of a security background check, health screening and final approval of the Detention Administrator.
2. Curry County has in place an Electronic Information Technology Security and Usage Policy; offeror's on-site supervisor(s) shall read, sign and be responsible for offeror and offeror's employees' adherence to said Curry County Information Technology Security and Usage Policy. Any violation by offeror or offeror's employees of said policy may result in any such machine or kiosk being removed from the network and/or the facility until the issue is

addressed. The determination as to whether or not the machine is removed or discontinued will be at County's sole discretion.

3. Employees shall not have been convicted by any state or by the federal government of a crime, the punishment for which could have been imprisonment in a federal penitentiary or a state prison. Written certification of compliance must be submitted to the Detention Administrator prior to the employee commencing work at the Adult or Juvenile Detention Centers.
4. Offeror shall be provided by County with a copy of any and all policies and/or procedural manuals pertaining to the detention facilities. Any and all agents, representatives and/or employees of offeror shall comply with all of the Curry County Detention Center policies and procedures, as may be directed by the County.
5. Employees will agree, in writing, that they understand any personal belongings entering the Detention Centers are subject to search, without notice, at the discretion of the Detention Administrator. A copy of this written agreement will be maintained on file with the employee's background check/clearance.
6. Employees shall provide both facilities with written, valid emergency contact numbers.
7. The Curry County Detention Centers are non-smoking facilities. Employees shall not bring matches, lighters, or tobacco products into the facility, without the advanced approval of the Detention Administrator. Employees may only smoke in areas designated by the Detention Administrator.
8. No employee, agent or representative of offeror shall be permitted to have on his/her possession or bring into either of Curry County's detention facilities cell phones, cameras or other video/audio recording devices.
9. All proposals must clearly detail the proposed use of the commissary manager and inmates as part of the vendor's commissary service proposal. The proposal should include a detailed explanation of the method of supervision, performance review, job description and overall approach to working with County Employees.

10. If the proposal is to use inmates, training in commissary services and management shall be provided by the offeror. The proposal shall outline what this training will entail as part of the offeror's overall vocational training program.
11. Inmates shall not be permitted to supervise other inmates. Inmates shall not be permitted to enter the offeror's office space located in the commissary area.
12. Daily processing of complaints: Commissary service complaints from inmates must be processed at least daily as follows:
 - a. Trained personnel shall act upon all complaints.
 - b. The responsible commissary service director shall determine the appropriate mechanism to be utilized for specific categories of complaints.

CURRY COUNTY SHALL BE RESPONSIBLE FOR AND PROVIDE:

1. Provide adequate ingress and egress to commissary service area.
2. Provide adequate air conditioning, lights, ventilation, and all other utilities. In addition, Curry County shall provide local intercom and business telephone service to offeror, at no charge. This telephone shall be used only for local service (business-related calls). Should offeror desire local service for personal use and other non-business related calls or long distance calls, a separate telephone, not connected to the County system shall be installed at the offeror's expense.
3. Extermination services and removal of trash, garbage, and grease from the appropriate areas.
4. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County will replace non-functional or inoperative equipment. However, it will be the responsibility of offeror to provide maintenance and upkeep on all property and equipment at offeror's cost. **The County's maintenance does not include day to day cleaning operations in the commissary service area.**

5. Adequate preparation, storage, and holding equipment and maintenance for same.
6. Security, control, and limitation of inmate movement around the commissary service area, including physical security of employees, suppliers, and other authorized visitors.

OPTIONAL PRE-PROPOSAL CONFERENCE

All offerors wishing to respond to this RFP may attend the pre-proposal conference held on February 27, 2018 at 2:00 P.M., which will be held in the Administration Conference Room, at the Curry County Administration office, 417 Gidding Street, Suite 100, Clovis, NM 88101. A tour of the kitchen facility will be conducted at that time.

REQUIREMENTS FOR PROPOSAL

1. Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Procurement Officer on or before the closing date and time for receipt of proposals.
2. Potential Offerors must return the **Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal for the Project.** This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
3. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
4. Proposals shall not exceed fifteen (15) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages and other attached forms.
5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

EVALUATION CRITERIA

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|---|-------------------|
| 1. Offeror shall demonstrate experience and expertise with correctional facilities. Experience shall include current service in correctional facilities of similar size and volume, as well as experience of staff, the district manager and transition team. | 30 Points |
| 2. Past history and references. Contractors shall include a listing of references with their proposals, indicating facility locations, name, and telephone number of facility contact person. This list should contain at least five (5) current references, preferably of size comparable to Curry County. | 30 Points |
| 3. Manager's Qualifications. Contractors shall include a detailed summary of qualifications for the individual who will be managing the commissary services. | 20 Points |
| 4. Profit margin for Curry County, as a percentage of gross commissary sales. | 20 Points |
| Maximum Evaluation Score | 100 Points |

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.
2. Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

5.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	2/15/2018
2.	Optional Pre-Proposal Conference and Walkthrough	Curry County/Offeror	2/27/2018
3.	Mandatory "Notice to Owner of Intent to Propose"	Potential Offerors	3/5/2018
4.	Deadline to Submit Questions	Potential Offerors	3/5/2018
5.	Last Response to Written Questions/RFP Amendments	Curry County	3/9/2018
6.	Submission of Proposal	Offeror	3/14/2018
7.	Proposal Evaluation	Evaluation Committee	3/26/2018
8.	Selection of Finalist(s)	County	3/26/2018
9.	Oral Presentation by Finalist (optional)	Offeror	3/27/2018
10.	Approve Recommendation of Evaluation Committee	County Commission	4/3/2018
11.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	4/3/2018 Through 4/11/2018
12.	Approve Contract	County Commission	4/17/2018
13.	Commence Services	Contract Offeror	5/1/2018

PROPOSAL PACKAGE

For reviewing purposes, please reference the same numbering/listing from this section in your response.

Response must be in the form of a proposal which includes the following sections:

- A. Transmittal Letter – This letter is to be a brief letter, addressed to Curry County, which provides the following information
 1. Name and address of the offeror;
 2. Name, title and telephone number of the contact person for the offeror;
 3. A statement that the proposal is in response to this RFP; and
 4. The signature, typed name and title of the individual who is authorized to commit the offeror to the proposal.

- B. Technical Proposal
 1. Introduction
 - i. Company Profile
 1. Date organized to provide commissary services in correctional facilities
 2. Corporate background and depth of support
 - a. Number of employees
 - b. Number of years doing business
 3. Describe current contracts or business with other correctional facilities
 - a. Client
 - b. Date of original contract
 - c. Type/size
 - d. Contact information
 4. Facilities currently accredited by State, Federal or nationally recognized accreditation Board
 - a. Name of Facility
 - b. Accrediting agency – list all
 - ii. Company achievements in providing correctional commissary services
 - iii. Corporate office organizational structure
 - iv. References, with address and phone contract
 2. Operational Requirements – All proposals must clearly define:
 - i. Procedures for commissary services to the inmates and staff
 - ii. Quality and inventory control methods and standards

- iii. Procedures for providing safe, sanitary and secure commissary services, including supervision and control of inmate labor and internal security of products and equipment available to inmates
- iv. Procedures for dealing with inmate complaints about commissary services, while minimizing the potential for inmate litigation
- v. Specifications that will be adhered to for all commissary products
- vi. All proposals must meet or exceed existing grades of quality of commissary services being provided in the Detention Centers
- vii. Procedures for monthly remittance of profit margin to Curry County
- viii. Operational procedures for commissary handling service, should on site facility be rendered unusable through fire, etc.
- ix. Insurance

TERM OF CONTRACT

The contract shall be awarded for a two (2) year period; May 1, 2018 to April 30, 2020. The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years through April 30, 2022, or soliciting proposal for a new offeror. The rate shall be negotiated at the end of the first two-year period if the County takes the option to renew. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

1. Mandatory Notice to Owner of Intent to Propose Form – Page #19
2. Profit Margin Form – Page #20
3. Offeror's Response Form – Page #21
4. Execution of Proposal Form – page #22
5. Offeror's Reference Form – page #23
6. Offeror's Certification and Non-Collusion Affidavit – page #24
7. Offerors Information Form – page #25

8. Copy of Business License – include with page #25
9. Completed W-9 – include with page #25
10. Options, Exceptions or Variations – Page #26
11. Resident/Veterans Preference Certification – page #27
12. Campaign Disclosure Form – pages #28-29
13. Proof of Insurance

Contractual Provisions

The following provisions will be in any contract entered into by and between the County and the successful offeror.

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

Notice: 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.

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at <http://www.currycounty.org/dr/miscellaneous>.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

ADDITIONAL TERMS

1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to **the proposal opening**. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information **with the proposal**. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Procurement Officer in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are **not acceptable**.
5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
6. Proposals that do not meet the requirements set forth may be considered non-responsible.
7. The County reserves the right to negotiate any and all elements of this RFP.
8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect 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.

10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.
12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.
13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The Terms and Conditions, and the Specifications and Contractual Terms will form part of the contract between the County and the successful offeror.
14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
19. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").

23. The offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s).

The offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
25. The offeror will save and hold the County harmless from all suites, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
26. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).

28. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
29. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.

30. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department
417 Gidding Street, Suite 100
Clovis, NM 88101

The fee must be paid before the information is released.

31. According to state procurement regulations, any protest of the award must be submitted in writing within fifteen (15) days of written notice of award to:

Finance Director
Curry County Administration
417 Gidding Street, Suite 100
Clovis, NM 88101

In order to receive resident or resident veteran preference, a copy of the offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals for Events Center and Fairgrounds Professional Management Services. For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

QUESTIONS: Any questions concerning this Request for Proposals should be submitted to Troy Hall, Procurement Officer, (575) 763-6016, ext. 133 or thall@currycounty.org with a copy to Carol Pipes, cpipes@currycounty.org.

PROPOSAL FORM
MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"
RFP #: 2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY
ADULT AND JUVENILE DETENTION CENTERS

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, thall@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

March 5, 2018.

FIRM: _____

REPRESENTED BY: _____
(Printed Name & Title)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____

E-Mail: _____

Signature of Person authorized to sign for Firm

ALTERNATE CONTACT PERSON/INFORMATION: *This name and address may be used for all correspondence related to the RFP if the Representative indicates herein.

NAME: _____ **Title:** _____

Telephone: _____ **E-Mail Address of Alternate Contact:** _____

PLACE AN 'X' ON THE APPROPRIATE STATEMENT BELOW AND RETURN FORM TO THE PROCUREMENT MANAGER LISTED HEREIN:

_____ **Firm DOES INTEND to respond to this RFP**

_____ **Firm DOES NOT INTEND to respond to this RFP**

THIS PAGE MUST BE COMPLETED AND SUBMITTED ON OR BEFORE MARCH 5, 2018

Curry County Administration
RFP No. 2017/18-05 Inmate Commissary Services for Curry County Adult and Juvenile
Detention Centers
Commodity Code #68070
Page 20

PROPOSAL FORM
PROFIT MARGIN FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

Profit Margin for Curry County, as a percentage of gross commissary sales _____%

The above percentage will remain fixed during the initial contract period.

**OVERALL ANNUAL ESTIMATED PROFIT MARGIN FOR THE COMMISSARY SERVICE
MANAGEMENT CONTRACT: \$_____**

Date Proposed for Commencement of Services: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S RESPONSE FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

The services offered meet specifications: _____ Yes _____ No
Completed and attached campaign disclosure form: _____ Yes _____ No
Completed & attached veteran's preference form (if applicable): _____ Yes _____ No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page.

I have read and understand the Terms & Conditions and Specifications and Contractual Terms. I agree to comply with such and warrant that the services offered are as represented in this Proposal.

Signature Name (Typed/Printed)

Company Position

Address Telephone Number FAX Number

City, State, Zip Tax ID # E-mail Address

State of _____)

County of _____)

_____(name), being duly sworn, deposes and says that he/she is
_____(title) of _____(company) and all foregoing
questions and all statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

My commission expires: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
EXECUTION OF PROPOSAL FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- _____ That this proposal was signed by an authorized representative of the offeror.
- _____ That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety (90) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

OFFEROR'S REFERENCE FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contract or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #2017/18-05 Inmate Commissary Services for Curry County Adult and Juvenile Detention Centers** was issued except: 1) through the Purchasing Department 2) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OFFEROR'S INFORMATION FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

1. Legal Business Name: _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business _____ State of Registration _____

(Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone _____ FAX _____
8. Email _____
9. Company Website _____
10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
OPTIONS, EXCEPTIONS OR VARIATIONS FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer.
(Use additional pages if necessary.)

1. **THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS** _____
Signature

2. **THERE ARE NO OPTIONS, ETC. LISTED.** The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

_____ (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 \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded 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.

Resident Business/Veteran Business Certificate Number: _____

(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 protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veteran's Resident Business Certificate number must be provided in order to receive preference.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP #2017/18-05 INMATE COMMISSARY SERVICES FOR CURRY COUNTY ADULT AND
JUVENILE DETENTION CENTERS
DUE DATE: MARCH 14, 2018

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**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.

“**Prospective contractor**” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: Commissioners Ben McDaniel, Angelina Baca, Chet Spear, Robert Thornton and Seth Martin; Treasurer Debbie Spriggs, Assessor Candace Morrison, Clerk Anastasia Hogland, or Probate Judge Mark Lansford.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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)

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