

# County of Curry



## Request for Proposal No. 2016/17 – 01

### INMATE MEAL SERVICES CURRY COUNTY ADULT AND JUVENILE DETENTION CENTERS

#### Sealed Proposals Submitted To:

Curry County Administration  
700 N. Main Street, Suite 10  
Clovis, NM 88101  
Attn: Purchasing Department

Submittal Deadline:  
Thursday, September 1, 2016  
Time: 2:00 p.m.

Proposals must be submitted in a sealed  
envelope that is clearly marked

**“RFP No. 2016/17– 01 – Do Not Open”**

**Curry County Administration**  
**RFP No. 201617-01 Inmate Meal Services**  
**Commodity Code #39306**  
**Page 2**

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is requesting qualification-based competitive sealed proposals for the provision of inmate meal services at the Curry County Detention Center (CCDC). The services will be provided to **ALL** facilities within the control of CCDC; meaning meals will be provided to the adult male and female facilities and the juvenile facility. All facilities will be referred to herein as "the Detention Center" located at 801 Mitchell Street, Clovis, New Mexico.

To be responsive, six (6) copies of the proposals and one (1) electronic version must be received no later than Thursday, September 1, 2016 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 700 North Main Street, Suite 10, Clovis, NM 88101

**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 (Chief Procurement Officer Carol Pipes) immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 700 N. Main, Suite 10, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 700 N. Main, Suite 10, Curry County Courthouse, 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.**

Carol A. Pipes  
Finance Director/  
Chief Procurement Officer  
Phone - 575-763-6016 Ext. 130  
Fax - 575-763-3656  
[cpipes@currycounty.org](mailto:cpipes@currycounty.org)

**PURPOSE/GOAL**

The goal is for Curry County to enter into a contract with the successful offeror to ensure that the Detention Center has in place a contract for the provision of furnishing food services to the Detention Center seven (7) days per week, and program support services for an approximate average daily population of two hundred fifty (250) adult and juvenile inmates. The contract to be entered into will require the offeror to provide the following:

1. To deliver high quality food that can be compared to established nutritional and health standards.
2. To operate a food service program utilizing correctional experience and professionally trained personnel.
3. To operate a food service program in a cost effective manner with full reporting to Curry County.
4. To implement a written food service plan with clear objectives, policies, procedures and 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 maintain standards established by Curry County, as well as ACA, State and Federal Correctional Food Service standards.
7. To offer a comprehensive program for continuing staff and inmate education, relating to food preparation and service.
8. To operate the food service program in a humane manner with respect to the inmates' rights to basic health and nutritional standards.

**OPTIONAL PRE-PROPOSAL CONFERENCE**

All offerors wishing to respond to this RFP may attend the pre-proposal conference held on Tuesday, August 18, 2016 at 2:00 p.m. which will be held in the Administration Commission Room, at the Curry County Courthouse, 700 North Main, Suite 10, Clovis, NM 88101. A tour of the kitchen facility will be conducted at that time.

**SPECIFIC CONDITIONS**

1. **Proposals must be received by County no later than Thursday, September 1, 2016 at 2:00 pm, Mountain Time.** Late proposals will be opened and considered only in the event that all other proposals are deemed non-responsive.
2. A selection committee may interview the top qualified offerors submitting a proposal, prior to making a final selection, recommendation, or final qualifications ranking. The selection committee may require offerors to make oral presentations.
3. Offerors 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. **Proposals are not to exceed fifteen (15) pages.** The fifteen (15) pages limitation is exclusive of Forms 1, 2 and 3 which must be completed and must be returned with the proposal in order to be a responsive proposal.

4. Any silence, absence or omission from these specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail and that only material (i.e. food, supplies, etc.) and workmanship of a quality that would normally be specified by County are to be used.
5. The offeror must acknowledge and accept that the County reasonably believes sufficient funds can be obtained to make all payments during each of the renewal terms under this contract. The County hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the payments may be made, including making provision for such payments to the extent necessary in each annual fiscal year budget submitted for the purpose of obtaining funding. If, after formal written request, the County does not allocate funds necessary to continue payments for the renewal term, the County may terminate this agreement at the end of the fiscal year of any one year renewal term. Parties acknowledge and agree that it is the intent of the County that funding shall continue throughout the term of this agreement.
6. Curry County's Detention Center consists of an Adult Detention Center located at 801 Mitchell (Clovis) and a Juvenile Detention Center located 700 N. Main Street, Suite 5 (Clovis). All meals are to be prepared at the Adult Detention Center, with Juvenile meals to be delivered to the Juvenile Detention Center by the offeror in a vehicle or other equipment provided by the offeror for that purpose.
7. Offeror must be organized for the purpose of providing institutional and/or volume food service, and must have five (5) years previous county correctional feeding experience with proven effectiveness in administering and managing correctional food service. **Documentation of such must be provided in the proposal.**
8. Offeror must be able to commence start-up by October 8, 2016 or sooner.
9. Offeror must have sufficient qualified and trained staff with sufficient back up personnel to preclude both the absence of and/or delay of contracted food services.
10. Offeror must have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
11. Offeror must submit a list of five (5) references, including the name of the institution, their address, a contact person and a phone number. **All such documentation shall be included in the proposal.**
12. The successful offeror must agree to a signed assurance through contract that they will comply with all applicable civil rights requirements, including,

but not limited to, the following as amended: Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, 7 CFR Parts 15, 15a and 15b and FCS Instruction 113-6, Civil Rights Compliance and Enforcement in the School Nutrition Programs.

13. The contract period is anticipated to be for an initial one (1) year term, subject to annual renewal for up to three (3) additional one-year terms, for a total possible contract term of four (4) years.
14. Any change in fees or basis for fee increases not reflected in this Request for Proposal would constitute a substantive change to the contract which could require that the contract be re-bid.
15. Offeror shall provide information on how food will be kept warm during transport.

### **SCOPE OF WORK**

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

1. The offeror shall provide three (3) meals per day (morning, noon and evening meals), seven (7) days a week, of comparable nutritional value and quantity, as required by the Detention Center. Meals should consist of two (2) hot and one (1) cold meal, unless an emergency situation exists.
2. Approximate schedule for meal delivery is as follows (subject to change, as negotiated in final contract):
  - A. **BREAKFAST** is served between 6:00 a.m. and 6:30 a.m.
  - B. **LUNCH** is served between 11:00 a.m. and 11:30 p.m.
  - C. **DINNER** is served between 4:30 p.m. and 5:00 p.m.
  - D. **EVENING SNACK** for juveniles is served at 8:00 p.m.
3. Not more than 15% of meals served to include sandwiches.
4. The offeror will be allowed full use of the Curry County Detention Center kitchen, including all equipment presently available. The County shall pay the utilities.
5. The offeror will be required to serve a balanced diet. Therefore, all offerors, as part of their response to the Request for Proposal, are required to submit regular menu detailing, at a minimum, a twenty-one (21) day meal plan, with specific portion sizes (indicate cooked or raw weight when appropriate) and caloric content and seasoned variations must be included. Menus shall meet or exceed the applicable diet by standards for adult and juvenile inmates and detainees or nutritional and caloric contents as established by the applicable provisions of all applicable New Mexico Statutes.
6. A dietitian's certification must accompany this proposal in order for this proposal to be considered responsive.
7. The County reserves the right to request that menus be varied if too repetitious. Seasoning of food in cooking might be altered, if necessary;

and, that other items might be altered. The County's requests shall not cause an increase in the contractor's cost per meal.

8. Because the normal occupancy of the Detention Center is mixed in ethnic and racial origins, primarily Anglo, Native American, African-American and Mexican-American, offerors should plan to develop their menus to meet the unique racial and ethnic balance for Curry County. Flavor, texture, varieties and color combinations must also be considered. In order to decrease monotony, the 5-week cycle menu will be reviewed/revise by the Offeror at least annually. Unpopular menu items will be replaced by other more acceptable foods. Two menus (summer and fall) and (spring and winter) which reflect availability of seasonal foods, traditional holiday menus, and heavier foods during the colder weather months and light, cool, and crisp foods during the warmer weather months shall be provided.
9. The offeror shall assure the County that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140 if hot, 45 if cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard, where indicated). Food temperature logs, as required by the Student Nutrition Authority, shall be maintained for breakfast, lunch, and dinner meals that are delivered to the Juvenile Facility. These logs shall be delivered with all meals. Curry County may reject any meals(s) that do not comply with this standard.
10. The offeror will provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.
11. The offeror agrees to provide up to eight (8) holiday or special meals per year for special events, as designated by the Detention Centers, with not less than seventy-two (72) hours' notice. At a minimum, the Offeror shall provide special dinners for the following holidays: Easter, Thanksgiving, Christmas, and New Year holiday periods and four (4) meals to be scheduled at the discretion of the Detention Administrator. The Detention Administrator may require the serving of a special meal, not on the cycle menu, one time per calendar quarter at the facility, such meal to be implemented in recognition of good behavior or special circumstances. The menu for the special meal shall be determined by the Detention Administrator.
12. The average daily population has been approximately 235 adult inmates, and 15 juvenile inmates. The average daily population is only provided as a guideline for possible meals to be served. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals.
13. All menus and special diets must meet the standards for adult holding and detention facilities as established by the American Correctional Association. All menus will be approved prior to service by a registered dietitian. **All meals served will be in compliance with the most current Recommended Daily Allowance for a referenced (average) adult male.**

Meals for juveniles shall meet the standards set forth by the State of New Mexico in the R.C.C.I. - Student Nutrition Program as applied to the Residential Child Care in Institutions nutrition program. The allowances in Table I are designed to afford a margin of sufficiency and still maintain good nutrition in essentially all healthy persons.

**TABLE I  
RECOMMENDED DAILY ALLOWANCES**

Calories	3,000**	Pantothenic Acid	7mg*
Protein	80g	Zinc	15mg
Vitamin A	5, 000 IU	Iodine	110mg
Vitamin D	400	Dietary Fiber	25g
Vitamin E	10 mg	Carbohydrates	358g*
Vitamin C	60 mg	Cholesterol	300mg
Folacin	400 mg	Fat Unsaturated	55 g*
Niacin (B3)	16.3 mg	Fat-Uptal	85 g*
Riboflavin	1.5 mg	Copper	2.5 g*
Thiamin (B1)	1.2 mg	Potassium	3,750mg*
Pyrodoxine (B6)	2.2 mg	Selenium	125mcg*
Cobalamin (B12)	3.0 mg	Sodium	3,000mg*
Calcium	800 mg	Phosphorus	800mg
Iron	10 mg	Magnesium	350mg

\*No specific RDA, suggested values

\*\*Average value, individual needs may vary

14. The Offeror shall develop a 5-week cycle menu that meets the requirements contained in the following menu specifications. The menu shall identify: (i) the cooked weight serving size portion; (ii) the cooked weight of meat used in combination recipes; and, (iii) use of any item that contains textured vegetable soy protein. The Offeror shall provide a complete nutrient analysis and cooked weight serving size portion for every menu item.
15. The offeror shall prepare and serve well balanced meals which consist of a minimum of 3,000 calories per day. Protein must provide an average of 15% of total calories; carbohydrates must provide an average of 55% of total calories; and fat must provide an average of 30% of total calories with no more than 10% of calories from saturated fat. The Offeror will use Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences, National Research Council, to provide a generally recognized guideline of nutritional standards. The RDA's for all major vitamins and minerals must be met. Sodium must be limited to an average of 5 grams per day and cholesterol must be limited to an average of 500 mg per day or less. Typically "spicy" foods (e.g., Frito pie, chili stew, enchiladas, etc.)

- must be prepared with mild seasonings. Additional seasoning (e.g. peppers or salsa) shall be made available for the meal.
16. The Offeror shall prepare and serve a balanced breakfast each day. Breakfast shall consist of such foods as fruit of juice, cereal, eggs, toast or bread substitute and margarine. A beef or turkey product shall be served at breakfast at least four (4) times per week. Each breakfast meal shall include 16 ounces of milk and unlimited coffee. In addition, four (4) ounces of 100% fruit juice shall be served four times per week. The food shall be rotated to provide variety, sufficient quality, and quantity to satisfy the needs of designated persons taking this meal.
  17. The Offeror shall prepare and serve balanced meals each day. The lunch and dinner meals shall consist of an entrée, one (1) cooked vegetable or vegetable substitute, dessert, bread or bread alternate, margarine when appropriate, choice of available beverage, and salad. If tossed salad is served it must contain lettuce and three additional raw vegetables such as tomato, celery, carrots or cabbage and include an appropriate salad dressing. At least one (1) of the salads being served during the day (either the lunch or dinner meal) shall be of a fresh fruit or fresh vegetable variety. Every lunch and dinner entrée shall use beef, poultry or fish as the protein component. The entrée will consist of 3-4 ounces (cooked weight) of meat, fresh poultry, or fish; or of 8 ounces (cooked volume) of stew or casserole containing meat each lunch and dinner meal shall include a 16 ounce beverage.
  18. The Offeror shall provide two (2) desserts per day, one (1) at lunch, and one (1) at dinner. Either whole fresh fruit or sliced fresh fruit (4-6 ounce portion) shall be served not less than three (3) times per week and may be served for dessert.
  19. The Offer shall understand that future changes to the menu shall be certified by a registered dietitian along with a complete nutritional analysis and cooked weight portion size for each item on the specified menu for each meal as required. The menu submitted, once reviewed and approved by CCADC, shall be instituted by the Offeror upon contract start date. All requests for changes in the approved menu shall be submitted to the Detention Administrator who shall make the final decision concerning the appropriateness of the menu. Where combination foods are on the menu, the Offeror shall make available the recipe providing the list of ingredients and their quantities, the number of servings, and the size of each serving with the five (5) week menu cycle.
  20. The specifications set forth below are to establish minimum qualities acceptable to CCADC in the procurement of raw foods. The Contractor shall furnish CCADC with a complete list of the grades and qualities of raw food to be used in the production of meals, snacks, and other nourishment.
    - a. Canned fruits – fancy and choice grades/water packed
    - b. Dairy Products – Grade A fresh milk 2.0% fat or lower

- c. Eggs – USDA Grade AA (large)
- d. Frozen foods – Grade A
- e. Fresh produce and fruits - #1 quality
- f. Canned vegetables – choice and extra standard grades
- g. Meats, poultry and fish
- h. Beef – USDA choice
- i. Veal – USDA choice
- j. Lamb – USDA choice
- k. Poultry – Grade A
- l. Textured vegetable soy products will be allowed but must be approved by the Detention Administrator for therapeutic diets in the initial menu and on an advanced written approval basis thereafter
- m. Ground beef and ground turkey – USDA utility or better with fat content between 18 and 25 percent (18%-25%)
- n. Imitation cheese products may be used in meal preparation; however, they may not be used as an entrée. Low Fat cheese is to be used for entrees, such as hot or cold sandwiches; toppings; and garnishes.

#### **OFFEROR'S DUTIES AND RESPONSIBILITIES**

1. At the commencement of operation, the Offeror shall purchase the existing inventory of expendable supplies and food products from the outgoing Contractor, at cost. Such inventory purchased by the Offeror shall be deemed the "beginning inventory." At the termination of the contract, the outgoing Contractor agrees to sell the "ending inventory" of expendable supplies and food products at cost.
2. The Offeror shall maintain an adequate inventory of expendable supplies including, but not limited to: serving items, cooking items, disposable gloves, paper goods, trash can liners, plastic ware, cleaning supplies, and detergent and chemicals used in ware washing (dishware, utensils, pots, etc.). Generally, non-toxic substitutes for items such as bleach and oven cleaners will be used. Caustic and toxic substances will be handled in accordance with the manufactures guidelines and NMAC Standards.
3. The Offeror will ensure that deliveries are made to correspond with the appropriate schedules and security procedures of the institutions. The facility shall require advance notification of all deliveries.
4. Offeror is responsible for purchasing the correct food items, supplies, and other merchandise. Such items shall be ordered and received in the required quantity and quality and the Offeror will ensure that deliveries are made timely in order to adequately meet the needs of the facility.
5. Food inventories purchased are the property of the Offeror and the Offeror is responsible for loss, damage, spoilage or theft thereof.
6. The Offeror shall be responsible for the proper handling, storage, and refrigeration of food items per regulatory standards.
7. All food items purchased by the Offeror for the food production are subject to

inspection and approval by each facility Detention Administrator, Food Contractor Monitor, and the state dietician.

8. The Offeror agrees that preference shall be given to local suppliers whenever practical.
9. The Offeror agrees to provide any additional food services, as may be mutually agreed upon by both parties to the contract.
10. The Offeror shall maintain a two- (2) week inventory in stock of nonperishable food. All inventories shall be rotated regularly and the Offeror shall insure food items are not served after the suppliers/ manufacturer's expiration date. The institution will not pay for spoilage, damage, obsolescence, or theft of food items. Storage will be made available at the CCADC Facility's warehouses for the Offeror's inventory.
11. The Offeror shall provide all serving utensils, such as but NOT limited to ladles, spatulas, etc. The Department shall supply trays, tumblers, and bowls. The offeror shall be responsible for purchasing and maintaining disposable flatware, as well as sandwich bags, paper bags, paper towels and napkins for all feeding operations. The Offeror shall supply all required Styrofoam products such as foam hinged trays, plates, bowls and cups, etc. The Offeror shall be responsible for the inventory of these items and ensure proper handling.
12. The Offeror shall supply all paper products, household items, and cleaning supplies. The Contractor shall be responsible for proper storage control of those items to prevent any theft, damage, or other loss. All office supplies necessary for the management of the operation shall be provided by the Offeror, except those foams required by CCADC for compliance with established regulations.
13. Food Service equipment and trays damaged through the intentional or negligent acts of the Offeror or the Offeror's employees shall be the Offeror's responsibility. Offeror is not responsible for reasonable wear and tear. The Offeror shall be responsible for the purchasing and cleaning of linen and uniforms for Offeror staff in the dietary operation. Offeror personnel will be required to wear distinctive food service uniforms that are easily distinguishable from the detainee kitchen labor force.
14. Offeror shall assist and participate in the internal budget process by providing written input for each facility to the Detention Administrator. The information required shall consist of replacement of food service equipment and/or kitchen supplies, etc.
15. Offeror shall be responsible for routine cleaning and housekeeping of food service preparation, service, and storage area and will, on a continuing basis, maintain standards of sanitation required by state or local regulations. A schedule will be provided to the Detention Administrator as to the designated days of all weekly cleanings, and deep cleanings that are to be done in the kitchen. Cleaning and maintenance supplies shall be provided by the offeror and all equipment must pass routine inspections by the Detention Administrator.
16. Offeror shall submit to the County, on the first day of each week covering

the preceding week, an invoice for meals served. The price per meal charged to the County shall be described in the proposal and shall be guaranteed for meals for the term of the contract.

17. The offeror shall return to the County at the expiration of this contract the food 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.
18. Access and Records - The offeror shall keep full and accurate records of sales and meal count records in connection with the food services. A copy of said record shall be supplied to the Detention Administrator on a weekly basis on the first working day of the subsequent week. In addition, all such records shall be made available to the County, for auditing purposes, at any time during regular working hours.
19. The Offeror shall reimburse CCADC at five cents (.05) per page for photocopies reproduced on Department copiers.
20. 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 prepare food for agencies or persons other than those designated under this proposal without advance written approval of the Detention Administrator.
21. Inspections of kitchen facilities by County and State health agencies must achieve satisfactory ratings.
22. The Offeror will conduct and document inspections of food service equipment owned by CCADC. The Offeror shall notify appropriate facility personnel, in writing, of any equipment malfunctions or equipment in need of replacement.
23. Repair or replacement of equipment necessitated by normal wear and tear will be the responsibility of the detention facility. The Offeror is responsible for repair and replacement of equipment that is rendered un-serviceable through the abuse or negligence of persons employed by the Offeror.
24. Site visits - All prospective offerors are encouraged to visit and examine the Adult Detention Center's food service area and receive a tour.

**EMPLOYEE STAFFING, DEVELOPMENT AND TRAINING:**

1. All offeror staff shall be allowed to enter the Detention Center, only upon successful completion of a security background check, fingerprinting, and final approval of the Detention Administrator. Approval shall be granted within 90 days of placement with the County. The Offeror shall require all its personnel to complete a one (1) week, forty (40) hour, pre-service orientation training period; such orientation to be provided by CCADC, with the exception

- of on-the-job training.
2. Assign a minimum of two (2) employees per shift to oversee and supervise all aspects of the food service operation. Inmates will be provided, as required by the offeror, subject to the approval of the Detention Administrator. Inmates may assist in food preparation, as long as they have been instructed in proper food preparation and 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.
  3. Offeror shall secure and pay all federal, state and local licenses, permits, taxes, and fees required for the operation of the food services provided hereunder.
  4. All employees must be certified in a food safety program approved by CCADC within thirty (30) days of employment with the Offeror. Proof of certification shall be provided to CCADC.
  5. Offeror will develop and implement a safety and instructional program to ensure that all food service stewards and detainees are familiar with proper operating procedures/conditions of food service equipment.
  6. Other in-service training shall be provided by the Offeror to include: sanitation techniques and procedures, emergency feeding, dishwashing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by CCADC or the Offeror.
  7. The Offeror will maintain written documentation of training required by this paragraph and any other training provided, which must be permanently maintained in each employee's personnel file.
  8. Offeror will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Stewards. These materials shall at all times remain the property of the Offeror.
  9. Employees shall be of good moral character and free from any physical, emotional or mental condition, which might adversely affect their performance. Written certification of compliance must be submitted to the Detention Administrator prior to the employee entering the facility.
  10. 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.
  11. Written certification of compliance must be submitted to the Detention Administrator prior to the employee commencing work at the Adult or Juvenile Detention Centers.
  12. 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.
  13. Employees shall provide both facilities with written, valid, emergency

contact numbers.

14. 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. Offeror employees may only smoke in areas designated by the Detention Administrator.
15. If the proposal is to use inmates, training in food service delivery 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.
16. All proposals must clearly detail the proposed use of the food service manager and inmates as part of the contractor's food 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.
17. Inmates shall not be permitted to supervise other inmates. Inmates shall not be permitted to enter the offeror's office space located in the kitchen.
18. Daily processing of complaints: Food service complaints from inmates must be processed at least daily as follows:
  - A. Trained personnel shall act upon all complaints.
  - B. The responsible food service director shall determine the appropriate mechanism to be utilized for specific categories of complaints.
19. Maintenance of and service for kitchen appliances and equipment: The County will replace non-functional or inoperative equipment. However it will be the responsibility of the offeror to provide maintenance and upkeep on all appliances and equipment at the offeror's cost. If equipment becomes broken due to careless behavior, lack of maintenance, lack of upkeep, or lack of supervision the offeror shall be held liable for the repairs or replacement of the equipment.

#### **HEALTH EXAMINATIONS:**

1. The Offeror shall ensure that Offeror's employees maintain compliance with all Federal, State, and Local health roles and regulations throughout the term of the contract, and agrees to submit satisfactory evidence of compliance with all health regulations to the Detention Administrator.
2. All personnel employed by the Offeror shall have a medical statement certifying that they are free of any contagious form of tuberculosis, hepatitis, or any other infectious disease. T.B. skin tests shall be administered annually by the Offeror on all personnel under their employ except those employees with documented past positive T.B. tests. A chest x-ray is required for personnel with positive tests at the time of hiring and for all personnel who convert their tests to positive.
3. Offeror personnel shall be removed temporarily from work if they develop contagious respiratory, gastrointestinal, or skin disease and shall not return to

work until medically cleared.

4. Detainee job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Offeror will provide job titles and job descriptions for all detainee job positions.
5. The Offeror is responsible for conducting a documented daily health and sanitation check on all detainee food service workers reporting to work. Detainee food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin- diseases. Such detainees shall not return to work until medically cleared. Detainees, who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

**SECURITY:**

1. The Offeror staff shall comply with all policies and procedures of County and CCADC. Published rules and regulations shall be available from CCADC staff to the Offeror.
2. CCADC shall provide identification badges for all Offeror personnel. The Offeror is responsible for paying the cost of all lost badges for persons under their employ.
3. The Offeror staff shall not engage in illegal, prohibited or other activities with detainees, which could endanger or disrupt the orderly operation of the facility.
4. During the duration of the contract period, the facility shall provide security measures for the Offeror's employees comparable to that provided for CCADC employees.
5. CCADC reserve the right to restrict access to the facility and require the immediate removal of any person(s) without prior notification for security reasons.

**AUTHORIZED FOOD SERVICE OPERATIONS:**

Offeror shall not be authorized to utilize the CCADC amenities or to conduct or prepare any food items for any other food service or purpose not specified in the contract.

**COMPUTERIZED SYSTEM:**

The Offeror shall provide computer hardware and software to implement and maintain system for detainee menu assessments, food production and delivery controls, inventory management, billing, management reports, and other managerial functions.

**INSPECTIONS AND MEETINGS:**

1. Personnel of CCADC may at any time inspect the following: the food storage area, preparation area, serving areas, and test food for palatability, proper portion size, accuracy of medical diets.
2. The County may reject food or material that does not meet the specifications contained in the terms of the contract or in the approved

menu, and will require the Offeror to substitute food or material, which complies with the specifications.

3. Offeror's representatives and CCADC representatives shall meet quarterly to discuss contract compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall be submitted to the Detention Administrator and Compliance Office by the Offeror.

## **INSURANCE**

The offeror will be required to carry the following insurance coverage with Curry County named as additional insured on policies:

- a. General and professional liability insurance in the amount of \$1,000,000 single limit, and \$2,000,000 aggregate.
- b. Workers' Compensation insurance as required by state statute.

## **BRIBES, GRATUITIES AND KICK-BACKS**

Pursuant to Article 1, Procurement, Section 13-1-191, NMSA 1978, reference is hereby made, to the criminal laws of New Mexico, which prohibits bribes, kickbacks and gratuities, the violation of which constitutes a felony. Furthermore, the Procurement Code imposes civil and criminal penalties for its violation.

## **PERFORMANCE MEASURES**

The following performance measures shall be applicable to the Offeror and made part of the contract:

1. For each staff vacancy of a mandatory FTE over 30 days, \$50 per day for each day the position is not filled.
2. Compliance with maintaining required records. \$100 for each day a required record is not maintained, for each record.
3. Compliance with NMAC Standards addressing food service. \$200 for each instance of non-compliance with a Standard.
4. Compliance with employee development and training. \$100 per day for each employee who does not receive required training on a timely basis, until training is received. For required training that is provided by CCADC (e.g., new employee orientation), no penalty shall accrue if CCADC failed to make such training available on a timely basis.
5. Each instance of deviation from the published menu, \$100.
6. Each instance of insufficient food amount to feed each detainee the published meal at the required portions, \$1000.
7. Each instance of failing to follow recipe (proper amount and/or correct ingredients), \$100.
8. Each instance of deviation and/or shortage on sack lunch, \$100.
9. Meal start time more than 30 minutes late, due to fault of Contractor; \$100 per occurrence.

**Curry County Administration**  
**RFP No. 201617-01 Inmate Meal Services**  
**Commodity Code #39306**  
**Page 16**

10. Each instance of failing to meet minimum standards of food purchase specification, \$100 each occurrence.
11. Compliance with CCADC Food Service Inspection, \$100 for each inspection that notes a deficiency.
12. Critical violation on any Environment Department inspection report, \$1000 per each cited Critical violation;
13. Non-critical violation on any Environment Department inspection report, \$100 per each cited violation.
14. For over-billing (billing for more than the number of meals actually served), \$100 per occurrence +refund the cost of meals billed but not served.
15. Non-compliance with a food service standard during an official NMAC audit, \$5,000.
16. Any contract requirement, not cited above, found to be in non-compliance; if reported in writing to the Contractor and Contractor does not cure within prescribed time lines; \$100 per day for each day of non-compliance until corrected.

An Event of Default on the part of the Contractor is defined as the Contractor's material failure to comply with any provision of this Agreement including the performance measures set out herein.

Upon the occurrence of an Event of Default on the part of the Contractor, CCADC shall provide written notice to the Contractor of the default and shall specify a reasonable period of time in which the Contractor must cure the default, unless CCADC notifies the Contractor of its intent to terminate pursuant to the Food Service RFP. If the Contractor fails to cure the default within the reasonable period of time specified, or if there have been several defaults or a series of defaults, CCADC may pursue any remedy allowed by law or in equity. If said default is a failure to comply with any provision of this Agreement or the performance measures set out herein, the Contractor will pay CCADC liquidated damages in the amounts specified, for each day or occurrence, as applicable and specified in the performance measures, that the Contractor is in default; and for each provision of this Agreement or performance measure that the Contractor has failed to cure. This provision shall not impair the right of CCADC to reduce the daily service fee.

1. Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. CCADC reserves the right to verify the number of meals served.
2. A two week current staffing pattern and work schedules for all employees.
3. A complete job description for all positions and detainee assignments.
4. Records of all staff to include days worked and absences.
5. Records of meal counts for each meal by location according to established meal count procedures.

6. Maintain daily records documenting all refrigerator and freezer temperatures, serving temperatures of all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to meet health standards and to document compliance with New Mexico Association of Counties Standards and the New Mexico Environment Department Food Service and Food Processing Regulations.
7. The planned menu for the coming month shall be dated, posted and distributed to the detainee population.
8. Maintain nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include procedures for hazard analysis critical control point (HACCP Plans).
9. Maintain, for testing purposes, a sample meal for seventy-two (72) hours for each meal served.
10. Maintain a daily food temperature log in the facility SMU and all satellite feeding locations.

**EVALUATION PROCESS AND SELECTION CRITERIA**

All proposals will be reviewed by the Evaluation Committee for quality and completeness. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The proposals will be scored in each of the following categories using the maximum point values listed below.

30 Points	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.
20 Points	The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the meal service company will achieve the requirements of the RFP. Quality will be determined by the creativity of the meal service company in meeting the requirements of the RFP.
30 Points	Past history and references. Offerors 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.
20 Points	Manager’s Qualifications. Offerors shall include a detailed summary of qualifications for the individual who will be managing the on-site delivery of services.
Price List – 0 Points	This information is for discussion purposes and negotiations ONLY – price list must be sealed in a separate envelope to be opened after evaluation.
<b>100 Points</b>	<b>Maximum Evaluation Score</b>

Table 2- Evaluation Criteria

**SEQUENCE OF EVENTS**

The County will make every effort to adhere to the following schedule:

	<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
1.	Issue of RFP	Curry County	8-12-2016
2.	Pre-Proposal Conference	Curry County	8-18-2016 2:00 p.m.
3.	Submission of Proposal	Offeror	9-1-2016
4.	Proposal Evaluation	Evaluation Committee	9-1 thru 9-13-2016
5.	Oral Presentation by Finalist (optional)	Offeror	9-14 thru 9-15-2016
4.	Selection of Finalist(s) Approval of Commission	Evaluation Committee/ Commission	9-20-2016
7.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	9-20-2016 thru 10-4-2016
8.	Approve Contract	County Commission	10-4-2016
9.	Commence Services	Contracted Offeror	10-8-2016

Table 3- Sequence of Events

**PROCEDURE**

1. Procedure: Proposals will be reviewed by an evaluation committee. Offeror’s 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 cost, 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), if requested. A recommendation will be taken before the Curry County Commission for award. Once awarded, negotiations will be conducted with offeror. If a satisfactory agreement can be reached, the contract will be awarded to the offeror. Otherwise, negotiations will either be conducted with each 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 the 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; the prices offered will be considered offeror and cannot be altered after receipt of proposals.

3. The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but 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. Each offeror must submit with their proposal, a fee schedule, for the services to be performed. **That fee schedule shall be in a separate envelope, clearly marked on the outside, "FEES"**. The fees envelope shall not be opened until the County Committee has made their rankings/recommendations and shall only be opened if the County goes into negotiations with the offeror based upon the submission.

### **PROPOSAL PACKAGE**

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

1. Transmittal Letter - This letter is to be a brief letter, addressed to Curry County, which provides the following information:
  - A. Name and address of the offeror;
  - B. Name, title and telephone number of the contact person for the offeror;
  - C. A statement that the proposal is in response to this RFP; and
  - D. Company Profile
    - i. Date organized to provide food service management in correctional facilities.
    - ii. Corporate background and depth of support
      - Number of employees
      - Number of years doing business
    - iii. Describe current contracts or business with other correctional facilities
      - Client
      - Date of original contract
      - Type/size
  - E. Facilities where offeror is currently providing inmate meals or has provided inmate meals within the last five (5) years, which are accredited by State, Federal or nationally recognized accreditation Board
    - Name of facility
    - Accrediting agency - list all
    - Company achievements in providing correctional food service.
    - Corporate office organizational structure
    - References, with address and phone contracts.
  - F. The signature, typed name and title of the individual who is authorized to commit the offeror to the proposal.
2. Operational Requirements - All proposals must clearly define:

- A. Procedures for meal delivery to the inmates and staff. Procedures shall include on-site and off-site delivery.
  - B. Quality and inventory control methods and standards
  - C. Procedures for providing safe, sanitary, and secure food service, including supervisions and control of inmate labor and internal security of products and equipment available to inmates.
  - D. Procedure for dealing with inmate complaints about food services, while minimizing the potential for inmate litigation.
  - E. Specifications that will be adhered to for all food products.
  - F. All proposals must meet or exceed existing grades and quality of food services being provided in the Detention Centers.
  - G. Procedures for weekly billing and inventory of food supplies.
  - H. Operational procedures for food handling service, should on-site kitchen facilities be rendered unusable through fire, etc.
  - I. Insurance
3. Fee schedule Form 1 in a separate sealed envelope.

### **CONTRACT REVIEW**

The Detention Administrator and the successful offeror shall, within 30 days of execution of an agreement, set dates through the scheduled contract termination date for quarterly review meetings between the County and the food service provider personnel, for the evaluation and amendment, if necessary, of the agreement.

The offeror shall, within 30 days of execution of an agreement, formulate a monthly report form which will establish the basis for the quarterly review sessions.

Campaign Contribution Disclosure Form: The offeror shall submit, with this proposal, the signed Campaign Contribution Disclosure Form with the name(s) of the applicable public official(s) filled in on the form.

### **ADDITIONAL TERMS**

1. The Board of Curry County Commissioners reserves the right to reject any and all proposals, to waive any informality, technical defect, or clerical error in any proposal and to accept the proposal, which in its judgment, is most suitable and advantageous to the County.

2. Payment Terms: Payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified or as otherwise agreed by both parties.

3. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item that the offeror proposes to furnish

**Curry County Administration**  
**RFP No. 201617-01 Inmate Meal Services**  
**Commodity Code #39306**  
**Page 21**

which contains variations from specification requirements, but may comply substantially therewith. Such decisions are strictly at the discretion of the County.

4.If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Procurement Officer 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 Procurement Officer. The County is not responsible for any errors or omissions contained in the offeror's proposal.

5.Restrictive specifications: It is the responsibility of the prospective offeror to review the entire RFP packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protect or questions regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.

6.The information form included in this proposal packet shall be completed and submitted as part of the proposal.

7.The successful offeror expressly agrees to defend, indemnify and hold harmless the County and its officer, agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to this RFP, or by reason of any act or omission, neglect or misconduct of the contractor, the agents, employees or subcontractors of the contractor or the agents or employees of any subcontractor of the offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

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

9.Non-discrimination: Offerors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability.

10. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In additions, the New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities and kickbacks.

11. The County reserves the right to award this contract not necessarily to the offeror with the lowest price, but the one that demonstrates the best ability to fulfill the requirements of the request for proposals.

12. The successful Offeror shall commence work only after the transmittal of a fully executed contract after receiving written notification to proceed from Curry County. The successful offeror will perform all services indicated in the proposal in compliance with the negotiated contract.

13. Proposals that do not meet the mandatory requirements will be considered nonresponsive.

14. 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.

15. 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 9<sup>th</sup> Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and Attorney fees.

16. 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.

**Curry County Administration**  
**RFP No. 201617-01 Inmate Meal Services**  
**Commodity Code #39306**  
**Page 23**

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

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

- a) There will be a charge of \$0.75 per page by cash or check/money order made payable to Curry County at the following address:

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

- b) The fee must be paid before the information is released.

18. 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, Suite 100  
Clovis, NM 88101

**QUESTIONS:** Any questions concerning this Request for Proposals should be submitted to Carol A. Pipes, Procurement Officer, (575) 763-6016, ext. 130 or [cpipes@currycounty.org](mailto:cpipes@currycounty.org). For questions regarding the management of the Curry County Detention Center, please contact Mark Gallegos, Detention Administrator at [mgallegos@currycounty.org](mailto:mgallegos@currycounty.org) or (575) 763-1490.

FORM 1

INMATE MEAL SERVICE FOR THE CURRY COUNTY  
 ADULT AND JUVENILE DETENTION FACILITIES  
PROPOSAL FORM

This form must be completed and included as part of the proposal document in a separate sealed envelope.

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.

<u>Total Meals Per Service Period</u>	<u>Rate for Adult Meals Served Per Service Period</u>
76 – 100 Meals	\$ _____
101 – 125 Meals	\$ _____
126 – 150 Meals	\$ _____
151 – 175 Meals	\$ _____
176 – 200 Meals	\$ _____
201 – 225 Meals	\$ _____
226 – 250 Meals	\$ _____
<u>Total Meals Per Service Period</u>	<u>Rate for Juvenile Meals Served Per Service Period</u>
0 – 25 Meals	\$ _____

The above prices will remain as offered during the initial contract period.

**OVERALL ANNUAL ESTIMATE COST FOR THE FOOD SERVICE MANAGEMENT CONTRACT: \$ \_\_\_\_\_**

Date proposed for commencement of services: \_\_\_\_\_

FORM 2

INMATE MEAL SERVICE FOR THE CURRY COUNTY  
ADULT AND JUVENILE DETENTION FACILITIES

INFORMATION FORM

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

---

Proposal submitted by:

---

Name (Type or Print)

---

Signature

---

Title

---

Offeror Name

---

Business Address

---

City/State/Zip

---

Telephone Number

Fax Number

---

Email Address

**FORM 3**  
**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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: Ben L. McDaniel, Wendell Bostwick, Angelina Baca, Chet Spear, Tim L. Ashley, Rosalie Riley, Candace Morrison, Debbie Spriggs, Wesley Waller, Mark Lansford

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

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

**Curry County Administration**  
**RFP No. 201617-01 Inmate Meal Services**  
**Commodity Code #39306**  
**Page 28**

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)