ACKNOWLEDGEMENT OF RFP RECEIPT

INMATE COMMISSARY & FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and ending with N/A.

The acknowledgement of receipt should be signed and emailed to the Procurement Officer no later than 6/19, **2018**.

Only potential Offerors who elect to return this form completed, with the indicated intention of submitting a proposal will receive any future Addendums, including those in response to Offeror written questions.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

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

** In order to assist us with future RFP preparations, we would appreciate a brief reason that your firm will NOT be responding:

_____

_____

_____

Kathy McLaughlin, CPO, Procurement Officer
Lea County, New Mexico
100 N. Main Suite 11 (4th Floor)
Lovington, NM 88260-4030
kmclaughlin@leacounty.net

Finance Department
100 North Main, Suite 11
Lovington, NM 88260-4030

Phone: (575) 396-8521
Fax: (575) 396-5684
e-mail:kmclaughlin@leacounty.net

LEGAL NOTICE OF REQUEST FOR PROPOSALS
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY & FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

The Lea County Commissioners will receive sealed proposals in the Finance Department, Fourth Floor, Courthouse, Lovington, New Mexico, for the above services.

Requests for Proposals and any future addenda are available on Lea County's website at https://www.leacounty.net/p.aspx?pID=254& or by contacting: the Finance Department, Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, Ext. 2356, kmclaughlin@leacounty.net.

QUESTIONS: Only questions asked and answered in writing will be binding. Please submit any questions to: Kathy McLaughlin, kmclaughlin@leacounty.net.

Ron Black, Chairman

Hobbs Daily News Sun
Albuquerque Journal

June 8, 2018

LEA COUNTY, NEW MEXICO

INMATE COMMISSARY &
FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

TERMS & CONDITIONS

1. 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.

2. All proposals shall be sealed, addressed and delivered to: The Finance Department, 100 N Main, Suite 11, Lovington, New Mexico 88260-4030 by 3:00 P.M. (MST) on JUNE 26, 2018. Please mark the outside of the envelope "PROPOSAL #01". It is the offeror's responsibility to see that the proposal arrives on time. Late proposals will be returned unopened. Emails, faxes and telephone proposals will not be accepted.
   - All copies of your proposal may be shipped in one box/package.
   - When shipping your proposals, please take into consideration that Lea County is in a rural area.

3. All firms 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.

4. 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.

5. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.

6. Proposals shall be evaluated according to factors set forth on the attached sheet. Each factor shall be given the weight indicated.

7. The County reserves the right to waive 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 or all proposals when it is the best interest of the County to do so.

8. A multi-term proposal is being sought. Award will be for the initial year plus three (3) one-year options to renew. The County's payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. Multi-term proposals must have a provision allowing the County to terminate the agreement at will at any time, or at least to the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.

9. The Lea 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. In addition, criminal laws prohibit bribes, gratuities and kickbacks.

10. In submitting this proposal, the offeror represents the offeror has familiarized himself with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of this Request for Proposals.

11. 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 Lea County.

12. The County shall negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.

13. The successful offeror will be required to carry the following insurance coverage **with Lea County listed as co-insured on all policies:**

    a) General and professional liability insurance in the amount of $1,000,000.00 single limit, and $2,000,000.00 aggregate.

    b) Workers' Compensation insurance as required by state statute.

    Proof of coverage must be provided prior to entering into a contract.

14. This agreement is 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 rights 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.

15. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by any 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 contract.

16. It is expressly agreed and understood that the offeror is not authorized to act as an agent of the County or to enter into any contract on behalf of the County. It is also acknowledged that the offeror, its agents and employees, by virtue of award of this proposal, are not entitled to any fringe benefits available to the employees of Lea County.

17. The County may prematurely terminate this Contract if the Finance Director judges that the offeror has inadequately or unsatisfactorily met its obligation under this Contract. This agreement may be terminated by any party for cause upon 30-days written notice to the other participants in the contract. As used herein, the term "cause" will mean a material breach of the Agreement 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 this Agreement, 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 are not cured or remedied within 30 days following the giving of such notice).

18. The offeror agrees not to assign this Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.

19. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

20. Upon award, the agreement between offeror and the County will be governed by the laws of the State of New Mexico and enforced in the District Court of Lea County.

21. 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.

22. 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 Lea County at the following address:

Lea County
Finance Department
100 North Main, Suite 11
Lovington, NM 88260

The fee must be paid before the information is released.

c) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.

d) Charges will apply to any sub-contractors requesting our mailing list. The sub-contractor may then contact vendors directly regarding information on the specifications.

23. 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
Lea County Courthouse
100 N. Main, Suite 11
Lovington, NM 88260

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY SERVICES & FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

INTRODUCTION

Lea County is requesting proposals for *Inmate Commissary & Food Cart Services* for an approximate daily population of 385 adult inmates and 10 juveniles (housed in the same facility) for a term of one (1) year. In addition, the County reserves the option to extend the contract, without proposal, on a year to year basis for three (3) additional one-year periods.

Lea County presently operates the Lea County Detention Center (LCDC) at the following location:

1401 S. Commercial
Lovington, NM 88260

Contact person for all RFP questions:
Kathy McLaughlin, Purchasing Officer
kmclaughlin@leacounty.net

RATED CAPACITY: 400 adults & 32 juveniles. There are no immediate plans to expand the facility.

ON-SITE VISIT : Visit may be arranged by contacting in advance: Chris Veesart: (575) 396-1175.

QUESTIONS AND ADDENDA :

ALL questions regarding aspects of this RFP must be submitted in writing to the Procurement Officer only: Kathy McLaughlin, kmclaughlin@leacounty.net . Only questions asked and answered in writing by the Procurement Officer will be binding. Interpretations or clarifications in response to such questions will be issued by addenda to all parties recorded by the Procurement Officer as having received the proposal documents. Any ADDENDA will be posted to Lea County's website immediately: https://www.leacounty.net/p.aspx?pID=254&.

REASON FOR THE PROCUREMENT

The objective of this RFP is to provide the highest level of service to inmates and Lea County Detention Center to include a full range of commissary services for the inmates and an inmate banking system to account for the inmates' personal funds. Offerors are hereby notified that Lea County is not committed to acceptance of any proposal based solely on financial terms, but rather we will seek to find a contractor who, in our opinion, can provide the best services based on all the information requested and submitted.

Lea County is soliciting proposals from experienced inmate commissary service contractors to provide to the Lea County Detention Center (hereinafter referred to as "LCDC") a full range of services including: Inmate banking systems (including Inmate accounting software, computer hardware and support) and commissary services and products for all adult and juvenile inmates.

I. COMMISSARY SERVICE

A. The contractor and Warden are to mutually agree upon the items to be sold in the commissary program. The contractor will advise the Warden of new products as they become available. No items will be added without written permission from the Warden.

The contractor will provide ability for the inmates to make their own orders (in both English and Spanish) via kiosks therefore reducing the necessity for LCDC staff interaction as much as possible. The prices will be fixed unless written request is made to the Warden with 30-day notice. Any ability the contractor may have that will reduce the man- power necessary to accept money on behalf of inmates will be considered a benefit to LCDC. The orders will be prepackaged and delivered within 48

hours, sorted by pod. Indigent packs, trustee packs, welcome to jail packs, and week-ender packs shall be available, also prepackaged.

1) Food items shall be packaged and dated for individual consumption
2) All containers shall be made of non-breakable materials
3) No products shall contain alcohol
4) Each inmate shall be allowed to order commissary at least once per week
5) Orders shall be processed from an on-premises secure location and delivered within 48 hours
6) Inventory in the secure location shall be that to ensure an order fill rate of at least 98%. No temporarily out of stock
7) Substitutions or backorders are not allowed
8) A method for restocking on returned orders must be available
9) The Warden will determine the final retail selling prices (prices not higher than local convenience stores)
10) All items sold must be jail appropriate and approved by the Warden
11) Commissary orders will be sent in a clear, tamper proof, heat sealed plastic bag for the primary purpose of security and accountability. A two-part receipt shall be sealed within the bag (inmate name, location, ID number, items ordered, total of order, beginning and ending balance and 2 signature lines)
12) Net sales will be defined as gross sales less sales of stamps, stamped envelopes, inmate long distance phone cards and sales tax

B. *COMMISSION*

Current commission rate is: 22%.

The commissary contractor will include any and all financial offerings in response to the RFP. The contractor will provide the following information at a minimum:

- Details of billing and payment arrangements
- Commission rate to be remitted and net sales calculations
- Sample monthly commission statements

C. *AVAILABLE SPACE DETAILS*

1. Size of the space provided within facility: 17' x 22' with additional 10' x 12' adjacent room.
2. Shelving is available.
3. There is no pick-up window. Vendor will bag individual orders and sort them by housing unit; vendor staff will deliver to the inmates. (Further details follow.)
4. Door to the commissary storage room is 32" wide x 84" tall.
5. Commissary rooms are approximately 150' from the receiving dock. Orders will be received there and then brought in to the facility using flat carts.

D. *NETWORK / ELECTRICAL ACCESS*

1. Commissary contractor is allowed to use the County's network and will have VPN access.
2. There is one network cable into the Commissary room.
3. There are five (5) electrical outlets, one on each of the four walls + a high outlet.
4. There is a network cable in each Inmate housing pod.
5. Current telephone provider is Securus / Evercom.
6. There is one workstation used in the commissary program.

E. *SCHEDULE FOR ORDER DELIVERIES – Other options will be considered if details are provided*

1. Inmates may place orders on Mondays. Exact schedule to be set by warden.
2. Deliveries are made on Fridays. Exact schedule to be set by warden.
3. If an inmate has ordered commissary products and is released from custody before delivery, those items are to be delivered to the Detention officer in charge of commissary finance.

F. MY CARE PACK

Lea County requests that MyCarePack.com services be included in this RFP, which allows family and friends to order commissary items through a web-based shopping cart. The MyCarePack site interacts with various external systems. The Commissary provider is responsible for building and maintaining these interfaces. All costs as well as technical issues relating to interfaces with MyCarePack will be managed by the Commissary provider.

Payment for MyCarePack purchases will be received on the MyCarePack.com website. The Commissary provider is responsible for the proper operation of the shopping cart software and all related functionality. This includes maintenance of Payment Card Industry (PCI) compliance standards, privacy policies, security policies, and all other industry-standard criteria for proper operation of a public-facing ecommerce web site. Payments received through the MyCarePack web site will be deposited into a merchant account.

The goal in supporting this application is to ensure the highest possible level of service and to allow the Commissary provider and the correctional facility to take maximum advantage of this resource.

G. INDIGENT PACKS

1. Indigent packs will be provided by the commissary and cost deducted from the commission to Lea County.

H. INMATE ACCOUNTS / DEPOSITS

1. There will be one Detention officer assigned to take care of inmate accounts and deposits.

II. FOOD CART SERVICES

A. FOOD CART (Pays 17% Commission)

1. Contractor will provide food cart services to LCDC inmates on days and times mutually agreed upon by contractor and LCDC.
   - Cart sales are offered to inmates once a week.
   - Currently there are two (2) carts: one (1) for hot food and one (1) for frozen treats.
2. The food products provided on the food cart and prices will also be mutually agreed upon. However, we prefer to stay with similar items that are currently being offered.
3. All cart sales will be recorded in contractor's banker software.
4. The current spending limit is $75.00.
5. Contractor will provide freezers & refrigerator(s) – current provider provides two (2) freezers & one (1) small refrigerator. Contractor supplies all necessary products and labor related to food cart services.

6. The vendor/contractor is responsible for providing microwaves on the cart(s) and microwaving the products – current contractor's cart has two (2) microwaves, which are necessary.
   - Food is heated and given to the inmates while still in the clear plastic wrappers.
   - Currently the number of bagged orders being processed/delivered each week is 200-220.
7. Vending machines are not allowed in the inmate areas.
8. LCDC will provide contractor with secured storage space and electrical power to store all necessary delivery cart(s) and inventory within the facility. (Cart storage is included within total Commissary space as listed above: " 17' x 22' with additional 10' x 12' adjacent room ") .
9. Lea County will reimburse contractor each week for all food cart sales.
10. Contractor will include in its submittal/offer the percentage of net sales that will be returned to Lea County. (Net sales are defined as total sales less any applicable taxes and returns.)
11. Lea County provides wireless access points in every housing unit.
12. Food Court sales and commission report is due to Detention Center's Finance Office *no later than* the 4th of each month.

B. ATTACHED :

1. Copy of present menus for commissary and food cart.
2. Commissary sales report
3. Current Prices.

III. GENERAL INFORMATION

The following objectives must be met for a contract to result from this process:

1. To provide LCDC with a computerized inmate accounting system that meets the specifications and addresses the accounting needs of LCDC. The contractor must provide technical support 24 hours a day, 7 days per week.

2. To provide the computer hardware and necessary communication system to operate the inmate accounting system. The hardware shall be supported for periodic maintenance and technical support. Must have a technician on the premises of the facility if the kiosks are down for 7 days.

3. To provide LCDC with an Inmate Banking system capable of supporting 10-14 kiosk stations, at no cost to Lea County.

4. To provide a web-based commissary program to allow general commissary transactions by the public. (Allowing family and friends to deposit money into an inmate's account/books via internet.)

5. To deliver high quality commissary services to the inmates of LCDC. Commissary service shall be provided from a secure on-premises location with no staff or inmate support from LCDC and at no cost to LCDC. Contractor's employee must be solely dedicated to commissary operations.

6. Inmates will order from kiosks which will be installed and furnished by contractor in each pod (10 total within regular housing units). Maximum security inmates order by phone.

7. To maintain an open collaborative relationship with the administration and staff of LCDC as well as any other agencies and departments.

8. To maintain a market price philosophy with regard to the retail selling prices of the commissary items (no price for any item shall be higher than what a local convenience store charges for the same/similar item).

9. Commissary services must be in-house. No mail-in service will be accepted.

10. To enter into a contract with an experienced contractor who can provide documented experience in the field of inmate accounting systems, computer hardware and support, and inmate commissary services for the detention centers of the size and scope of LCDC at no cost to Lea County.

11. Commissary sales & commission report is due to Detention's Finance Office by 4th of each month.

IV. QUALIFICATIONS OF THE CONTRACTOR

In order for a firm to be considered for award of this contract, they must demonstrate to the satisfaction of Lea County, the capabilities in all aspects, to perform fully, the contract requirements. It is the intent of LCDC to enter into a contract with a contractor who will provide all services described herein.

A. FURNISH EVIDENCE of the experience and proven capabilities to handle a contract the size and complexity of Lea County, in a single contract for all services, including but not limited to: inmate accounting software, computer hardware and support and commissary service. This evidence shall include:
    1. References from three detention centers of similar size (or larger) where the contractor provides these services.
    2. Documented experience and capabilities of:
        a. Inmate accounting software
        b. Computer hardware and communication software, capable of interfacing with LCDC's Facility Management System (currently = New World, but being transitioned to CAPERS, with completion of transition to be approximately December 31, 2014).

B. FURNISH EVIDENCE of the staffing plan, identifying the background of the responsible staff, job descriptions and written work plan that demonstrates the ability of the contractor to fulfill the requirements of this RFP.

GUIDELINES FOR SUBMITTAL

Each proposer shall submit one (1) clearly marked and bound original and three (3) bound copies. The "proposal form" must be signed by a person authorized to bind the proposer to the proposal. All proposals MUST be organized exactly as specified in Section "Proposal Submission".

EVALUATION AND SELECTION PROCESS

All proposals will be reviewed by an evaluation committee assigned by the Lea County Board of Commissioners. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The criteria and value is as follows:

	POSSIBLE POINTS
Experience/Qualifications of Contractor	25
Quality of Response	10
Compliance to RFP	35
Quality of software/hardware	20
Financial benefit to Lea County	10
TOTAL POSSIBLE POINTS	100

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The evaluation committee may arrange for discussions with proposers submitting proposals, if required, for the purpose of additional clarification. LCDC reserves the right to conduct appropriate investigations into the background of any proposer under consideration for this contract. The evaluation committee will make a final selection and recommendation to the Lea County Board of Commissioners. After approval, the firm and LCDC will enter into a contract.

SPECIFIC REQUIREMENTS

The proposer will provide a computerized inmate accounting software that is capable of being audited by Lea County. The software must be approved by LCDC. The proposer must support all aspects of the software, including all contractor supplied equipment. The software must contain a general ledger and allow for a trial balance to be run at any time. The system must contain the ability to set up annual fiscal maintenance.

The system will have the ability to run ledger reports on any account or sub account within the general ledger. This system will allow LCDC to open an account for an inmate at the time of booking and enter into the system the amount of money in their possession at the time of booking. The following fields must be present in the booking process; Account number, Name, DOB, gender, location, ethnic group, height, weight, eye and hair color, AKA (alias).

- There is and will continue to be no kiosk in the booking area.
- Current housing kiosks are wall-mounted units and LCDC prefers to maintain the same. This allows punching the electrical into the unit from behind with no exposed wires or outlets.
- LCDC Maintenance Staff will be available to assist vendor with any required kiosk installations.

In addition, the software must allow for the following transactions to take place, charge receivables such as medical fees, copying fees, postage, etc;
Once the account was open, the software should allow for the following to occur; add funds, draw funds (check, cash or both), close the account and pay the balance by check, close multiple accounts printing out on one check, deduct commissary purchases and other charges in a live time environment, process credits, change inmates location individually or in groups.

The software should assign a permanent ID number for an inmate that will allow for an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations.

The software should be able to add inmate information to control commissary purchases (such as medical and gender restriction, age restrictions, disciplinary restrictions and indigent status).

The system must provide a complete audit trail for all transactions. It must allow for scheduled and unannounced audits of the inmate accounts by the County to insure the accuracy of the accounts. The system must provide a series of reports (minimum reports will be: cash report, sales report, checkbook report, inmate reports, receivable report, general ledger report and a negative balance report for inmates with debts). The checkbook feature must be able to write a check to a third party, void a check, make corrections, add deposits and must be able to print out a check registry with multiple query options.

Updates for the software must be free to the County for the life of the contract.

The contractor must install the system; provide ongoing support and a toll free 24 hour emergency line to minimize down time. ***Data must be backed up to a secure location.***

The software must interface with the Facility Management system (Spillman).

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V. SOFTWARE REQUIREMENTS

The following are the mandatory specifications that will be required of the proposed banking software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the software at the time of proposal submission for the proposal to be considered.

The proposed banking software should provide for an accurate, cashless accounting of all inmate monies, expenses and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following – circle your response to each item & return these two (2) pages with your **"Proposal Form"** pages:

		Circle Response	
1.	General ledger with dual accounting posting	Y	N
2.	Date specific reports for all ledger accounts	Y	N
3.	Provide for a trial balance to be run at any time	Y	N
4.	Fiscal year maintenance with end of month reporting	Y	N
5.	Allow for yearend fiscal adjustments to be entered prior to closing the fiscal year	Y	N
6.	Checkbook reconciliation with multiple checkbook capabilities, including but not limited to: writing checks, deposits, voids, balancing, etc.	Y	N
7.	Inmate receivables module complete with reports section	Y	N
8.	Automatic check writer with check writing	Y	N
9.	Positive pay module to transmit check information to the bank	Y	N
10.	Provide for an automatic checkbook reconciliation module	Y	N
11.	Provide for multiple release module to release a group of inmates on the same check with appropriate report	Y	N
12.	Commissary inventory module with reports section	Y	N
13.	Inmate property module with reports section	Y	N
14.	Indigent module which includes the ability to rotate two Indigent packs individually for each inmate based upon monetary and time criteria to be determined by the facility	Y	N
15.	Allows for debt to be collected based upon a percentage of incoming funds to be determined by the facility	Y	N
16.	Allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility	Y	N
17.	The system must always be in balance within the general ledger.	Y	N

18. Provide reports on commissary orders, order rejections, commissary sales, and products offered	Y	N
19. Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions	Y	N
20. Provide account summaries (both individual and facility including transaction history	Y	N
21. Provide for reclamation of checks automatically in the system – (The Wells Fargo checks currently being used are pre-printed.)	Y	N
22. Provide for reports on all checkbook activity by operator defined criteria	Y	N
23. Provide reports based on user definable date time periods	Y	N
24. Provide for inactivity maintenance to include reporting and reclamation of moneys	Y	N
25. Provide for inmate intake and release reporting	Y	N
26. Allow for multiple checkbooks to be set up in the software	Y	N
27. Provide for facility and operator log reports	Y	N
28. Allow for the classification of inmates for the purpose of precluding charges being made on those accounts	Y	N
29. Allow for the assignment of a facility designated permanent number to each inmate	Y	N
30. Allow for reports to be run on both the permanent number and booking number for each inmate	Y	N
31. Allow for the primary "booking" number to be modified when errors occur in inmate identification	Y	N
32. Allow for specific deductions to be assigned to individual accounts with an "automatic" collection per facility designate criteria	Y	N
33. Allow for the generation of a log of intakes and releases for a period of time	Y	N
34. Allow for the input of inmate address and phone contact information of the purposes of generating invoices and receiving for debt after inmate release	Y	N
35. The banking software must allow for inmate releases to be done by check	Y	N
36. Provide a training manual for the staff to use	Y	N

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AUTOMATED SELF SERVICE OPTIONS

The contractor must list any self-service options that they have to offer and detail any costs that are associated with this service. The solutions must be funded through the commissary operation.

A. They must include one (1) self-service lobby device that will handle cash, credit and debit card transactions. LCDC will not be responsible for the handling of cash, credit or debit transactions. The device must be integrated with the contractor's own banking software. Contractor will be responsible for transferring money to bank at no cost to LCDC. Current handling charges:

Standard Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Website	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
$0.01 - $19.99	$3.95	$4.95	$4.00	$4.00
$20.00 - $99.99	$6.95	$7.95	$4.00	$4.00
$100.00 - $199.99	$8.95	$9.95	$4.00	$4.00
$200.00 - $300.00	$10.95	$11.95	$4.00	$4.00
Specify range.	Specify amount.	Specify amount.	Specify amount.	Specify amount.

B. They must include the capability of providing a housing unit kiosk that allows the inmates to access their account history, place commissary orders and file grievances.

C. The in-house kiosk unit must have the capability to process inmate grievances and the contractor must provide an integrated solution that information related to other hardware peripherals which are available from the contractor. These peripherals should be integrated with the contractor's software.

PROPOSAL SUBMISSION

Interested experienced Contractors must submit a written proposal that **exactly** follows the format below, that covers the services and systems specified in this Request for Proposals. Proposals received after JUNE 26, 2018 at 3:00 p.m. (local time) will not be considered.

Proposals must include the following:

1. Letter of Transmittal
   This is to be a brief letter to the Lea County Board of Commissioners which provides the following information:
   a. Name and address of the vendor.
   b. Names, title and telephone number of the contact person for the vendor.
   c. A statement that the proposal is in response to this RFP.
   d. The signature, typed name, and title of an individual who is authorized to commit the Contractor to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.

SPECIFICATIONS AND CONTRACTUAL TERMS
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY SERVICES & FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

2. Executive Summary

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide the Evaluation Committee with a broad understanding of the Contractor's capacity to fulfill all requirements of the Specifications and the technical approach to be taken and the ability of the Contractor to comply with the Terms and Conditions.

Included in this Executive Summary will be the following items, separated by tabs:

I. COMMISSARY SERVICES
II. FOOD CART SERVICES
III. GENERAL INFORMATION – Please indicate that you agree with this.
IV. QUALIFICATIONS OF THE CONTRACTOR
V. SOFTWARE REQUIREMENTS: Answers to the Y/N items on Pages 11 and 12 of 19.

3. Documented Experience In the Following Areas

The Contract must provide evidence and a description of the background and experience in the various components of the RFP.

a. Providing an inmate banking system designed, written and supported by the Contractor, that fulfills the requirements of the software as described in the RFP Specifications.

b. Provide evidence of the financial capabilities and technical expertise to provide and support the PC network of work stations as described in the RFP Specifications.

c. Provide evidence of the Contractor's ability to operate a commissary service as described in the RFP Specifications.

4. A contract will be negotiated after award. Attached is Lea County's contract template. If your company has a standard contract, please provide a copy.

End of Specifications.

Terms and Conditions incorporated herein by reference.

PROPOSAL FORM
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY & FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M

Attach / enclose : **1) proposal which addresses all "Proposal Submission" items listed.**
2) schedule of fees and item prices.

** The following attached forms have been completed and signed. _____**YES**

a. Campaign Contribution
b. Resident / Veteran Preference – ***Must attach a copy of certificate issued by NM Tax & Rev.***
c. Related Party Disclosure
d. Debarment Certification
e. Non-Collusion Affidavit

The services offered meet specifications: _____Yes _____No

If the services offered do not meet specifications, all exceptions or variations are set forth on the following page *(attach additional pages if necessary).*

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 _____)
)ss.
County of _____)

_____(name), being duly sworn, deposes and says that he/she is

_____(title) of _____(company) and all fore-

going 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: _____

OPTIONS, EXCEPTIONS OR VARIATIONS
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY SERVICES & FOOD CART SERVICES
LEA COUNTY DETENTION CENTER
PROPOSAL #01-(18-19)
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. **Please sign one of the options 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

REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

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

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

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

REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Board of County Commissioners: Ron Black, Rebecca Long, Dean Jackson, Jonathan Sena, Don Jones
Assessor Sharla Kennedy;
Clerk Keith Manes;
Treasurer Susan Marinovich;
Probate Judge Sandra Goad

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____ _____
Signature Date Title (position)

--OR—

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

_____ _____
Signature Date

Title (Position)_____

BID FORM

Resident/Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $1M but less than $5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than $5M allowing me the 7% preference 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 veterans 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 form 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 protest 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 Resident Business Certificate number must be provided in order to receive preference.**

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes _____ No _____

_____

_____

2. Are you , or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	___	___
Receiving, furnishing of goods, services or facilities?	___	___
Commissions or royalty payments	___	___

_____

_____

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes _____ No _____

_____

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes _____ No _____

_____

_____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes _____ No _____

_____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date**_____

(Print Name and Title): _____

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative Date

Typed Name & Title of Authorized Representative

NON-COLLUSION AFFIDAVIT

STATE OF _____)

County OF _____)

_____(name) being first duly sworn, deposes and says

that he/she is (title) _____

of (organization)_____

who submits herewith to the County of Lea, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Lea, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Lea, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By:_____

Title_____

SUBSCRIBED and sworn to before me this _____day of _____ , 20_____.

Notary Public:_____
My Commission Expires:

Item #	Description	Price
1	CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE__	$ 1.44
2	CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE__	$ 1.44
20	CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ_72/CS_CLEAR BOTTLE__	$ 1.61
40	SOFTEE_HAIR FOOD_W/VIT E_5 OZ_12/CS_CLEAR JAR__	$ 4.23
45	SOFTEE_HAIR DRESS_AFRICAN CROWN_5 OZ_12/CS_CLEAR JAR__	$ 4.23
48	SOFTEE_CONDITIONER_COCONUT OIL_5 OZ_12/CS_CLEAR JAR__	$ 4.23
50	SOFTEE_HAIR DRESS_BERGAMOT_5 OZ_12/CS_CLEAR JAR_BLUE_	$ 4.23
65	SOFTEE_CURL ACTIVATOR_REGULAR_8 OZ_12/CS_CLEAR JAR__	$ 3.75
102	POWER UP_ANTIPERSPIRANT DEODORANT_FORCE_2.5 OZ_24/CS_CLEAR STICK__	$ 3.48
106	POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM_2 OZ_24/CS_CLEAR STICK__	$ 3.37
107	POWER UP_DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR__	$ 3.05
116	SUAVE_ANTIPERSPIRANT DEODORANT_POWDER_1.4 OZ_12/CS___	$ 2.95
210	CRAWFORD_LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE__	$ 1.12
212	INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ_12/CS___	$ 2.68
214	INFUZED_LOTION_COCOA SHEA BODY_15 OZ_12/CS___	$ 2.68
273	CHAPET_LIP BALM_REGULAR FLAVOR_.16 OZ_12/CS_BLISTER CARD__	$ 1.36
355	ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS___	$ 4.23
357	ELEMENTZ_SHAMPOO_DAILY_15 OZ_12/CS___	$ 4.23
361	ELEMENTZ_BODY WASH_3 IN 1 COCO LIME_15 OZ_12/CS___	$ 3.78
362	ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA_15 OZ_12/CS___	$ 4.39
370	PROPRINAL_GENERIC ADVIL_200 MG_2 PK_400/CS___	$ 0.54
397	NEXT 1_SOAP_COCOA BUTTER BAR_5 OZ_80/CS_CLEAR PLASTIC__	$ 1.50
424	NEXT 1_SOAP_MOISTURIZING BAR_5 OZ_80/CS_CLEAR PLASTIC_WHITE_	$ 1.50
426	NEXT 1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ_80/CS_CLEAR PLASTIC__	$ 1.50
455	HART_ASPIRIN__2 PK_125/CS___	$ 0.27
500	PERCARA_MOUTHWASH_ORAL HEALTH RINSE_8 OZ_24/CS_PLASTIC BOTTLE	$ 1.77
519	COLGATE_TOOTHPASTE_TARTAR CONTROL WHITENING_2.5 OZ_24/CS	$ 2.30
530	COOL WAVE_TOOTHPASTE_GEL FRESH MINT_4 OZ_48/CS_CLEAR TUBE_GREEN CLEAR_	$ 2.25
562	GEN_TOOTHBRUSH_SHORT HANDLE_4 IN_1440/CS__WHITE_	$ 0.63
572	MOORE MEDICAL_COLD TABLET_COLD COUGH FLU_2 PK_250PK/CS_BOX__	$ 0.54
595	EFFERGRIP_DENTURE ADHESIVE__2.5 OZ_12/CS_BOX__	$ 4.95
614	MOORE MEDICAL_ACETAMINOPHEN_NON ASPIRIN REGULAR 325MG_2 PK_250/CS___	$ 0.27
642	ROLAIDS_ANTACID_REGULAR STRENGTH_3 ROLL 12 TABLETS/ROLL_3/PK 12PK/CS_ROLL__	$ 1.59
674	HALLS_COUGH DROPS_CHERRY_9 CT ROLL_20EA/BX 2BX/CS_WRAPPED STICK__	$ 2.14
720	HERITAGE_ANTIFUNGAL POWDER_MED TOLNAFTATE 1%_3 OZ_24/CS___	$ 3.84
800	NEW WORLD IMPORTS_COMB_5 IN_2160/CS_BLACK	$ 0.37
821	GEN_BRUSH_PALM__120/BX 10BX/CS__BLACK_	$ 2.14
855	J & D_PONY OH_TERRY CLOTH__144/CS_BULK_BLACK_	$ 0.27
1001	POSTAGE_STAMPED ENV__LARGE_500/CS___	$ 0.74
1015	UNISOURCE_ENV_NO CLASP_9.5 X 12.5_500/CS_BOX_BROWN_	$ 0.35
1049	POSTAGE_STAMP_FIRST CLASS__10/CS___	$ 0.54
1061	TOPS_PAPER_RULED PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS_BOX_YELLOW_	$ 1.61
1070	TOPS_PAPER_SKETCH PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS_BOX_WHITE_	$ 1.61
1080	ROSE ART_COLORED PENCILS_24 CT_3.5 IN_6PK/CS___	$ 3.16
1101	GALLANT_BIRTHDAY CARD_JUVENILE__6/CS___	$ 1.87
1103	GALLANT_BIRTHDAY CARD_PAPER__6/CS___	$ 1.87
1120	GALLANT_THANK YOU CARD___6/CS___	$ 1.87
1303	BICYCLE_PLAYING CARDS_POKER U S__12/CS___	$ 3.31
1308	GEN_BOOK_WORD FIND__72/CS_BOX__	$ 2.24
1415	T/R CHURCHILL CONTAINER_TUMBLER_W/LID_22 OZ_350/CS___	$ 0.80
1432	GEN_WASHCLOTH__12 IN X 12 IN__EA_BEIGE_	$ 1.55
1450	CRAWFORD_FLIP FLOP_CROSS STRAP_SMALL_72/CS___	$ 2.49
1451	CRAWFORD_FLIP FLOP_CROSS STRAP_MEDIUM_72/CS___	$ 2.49
1452	CRAWFORD_FLIP FLOP_CROSS STRAP_LARGE_72/CS___	$ 2.49
1505	ANDREW SCOTT_SHIRT_CREWNECK_MEDIUM__EA_WHITE_MENS	$ 5.08
1506	ANDREW SCOTT_SHIRT_CREWNECK_LARGE__EA_WHITE_MENS	$ 5.08
1507	ANDREW SCOTT_SHIRT_CREWNECK_XL__EA_WHITE_MENS	$ 5.08
1508	ANDREW SCOTT_SHIRT_CREWNECK_2XL__EA_WHITE_MENS	$ 9.36
1509	ANDREW SCOTT_SHIRT_CREWNECK_3XL__EA_WHITE_MENS	$ 10.17
1530	ANDREW SCOTT_BOXER__MEDIUM__EA_WHITE_MENS	$ 3.48
1531	ANDREW SCOTT_BOXER__LARGE__EA_WHITE_MENS	$ 3.48
1532	ANDREW SCOTT_BOXER__XL__EA_WHITE_MENS	$ 3.48
1533	ANDREW SCOTT_BOXER_2XL_EA_WHITE	$ 3.75

1534	ANDREW SCOTT_BOXER__3XL__EA_WHITE_MENS	$ 3.75
1540	SOFT TOUCH_SOCKS_TUBE #350___EA_WHITE_	$ 1.87
1552	INDERA MILLS_SHIRT_THERMAL_LARGE__BULK PKED_NATURAL_	$ 8.71
1553	INDERA MILLS_SHIRT_THERMAL_XL__BULK PKED_NATURAL_	$ 8.71
1554	INDERA MILLS_SHIRT_THERMAL_2XL__BULK PKED_NATURAL_	$ 8.71
1555	INDERA MILLS_SHIRT_THERMAL_3XL__BULK PKED_NATURAL_	$ 9.95
1562	INDERA MILLS_DRAWERS_THERMAL_LARGE__BULK PKED_NATURAL_	$ 8.21
1563	INDERA MILLS_DRAWERS_THERMAL_XL__BULK PKED_NATURAL_	$ 8.21
1564	INDERA MILLS_DRAWERS_THERMAL_2XL__BULK PKED_NATURAL_	$ 8.21
1565	INDERA MILLS_DRAWERS_THERMAL_3XL__BULK PKED_NATURAL_	$ 10.81
1625	MANHATTAN HOSIERY_SPORTS BRA__SMALL SZ 32__EA_WHITE_WOMENS	$ 9.95
1626	MANHATTAN HOSIERY_SPORTS BRA__MEDIUM SZ 34__EA_WHITE_WOMENS	$ 9.95
1627	MANHATTAN HOSIERY_SPORTS BRA__LARGE SZ 36__EA_WHITE_WOMENS	$ 9.95
1628	MANHATTAN HOSIERY_SPORTS BRA__XL SZ 38__EA_WHITE_WOMENS	$ 9.95
1650	HANES_BRIEF__SZ 6__3 PK_WHITE_WOMENS	$ 2.30
1651	HANES_BRIEF__SZ 8__3 PK_WHITE_WOMENS	$ 2.30
1652	HANES_BRIEF__SZ 10__3 PK_WHITE_WOMENS	$ 2.30
1653	HANES_BRIEF__SZ 11__3 PK_WHITE_WOMENS	$ 2.30
1751	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 7_1/EA_WHITE_MENS	$ 32.10
1753	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 8_1/EA_WHITE_MENS	$ 32.10
1759	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 11_1/EA_WHITE_MENS	$ 32.10
1761	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 13_1/EA_WHITE_MENS	$ 32.10
1853	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 9_1/EA_WHITE_MENS	$ 32.10
1854	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 10_1/EA_WHITE_MENS	$ 32.10
1856	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 12_1/EA_WHITE_MENS	$ 32.10
2005	NESCAFE TASTERS CHOICE_COFFEE_RANDOM STICK_1.5 G_1000/CS_STICK PK__	$ 0.54
2014	KEEFE_DRINK MIX_FRENCH VANILLA CAPPUCCINO_.81 OZ_300/CS_1 SRV PK__	$ 0.70
2015	KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE__	$ 6.73
2067	NESTLE_COCOA MIX_RICH_.71 OZ_50/BX 6BX/CS_BOX__	$ 0.59
2073	BAY VALLEY STURM_COCOA_NO SUGER ADDED CHOC_.55 OZ_8/BX 12BX/CS_BOX__	$ 0.70
2079	SUGAR TWIN 2_SUGAR SUBSTITUTE_REGULAR BLUE__100/BX 12BX/CS_PAPER PKT__	$ 5.30
2081	GEN_SUGAR_1 SRV__2000/CS_PAPER PKT__	$ 0.09
2082	KEEFE_CREAMER_NON DAIRY_.105 OZ_1000/CS_PKT__	$ 0.11
2105	COOL OFF_DRINK MIX_TEA_BULK_1000/CS___	$ 0.48
2110	COOL OFF_DRINK MIX_FRUIT PUNCH_BULK_1000/CS___	$ 0.48
2115	COOL OFF_DRINK MIX_BLACK CHERRY_BULK_1000/CS___	$ 0.48
2120	COOL OFF_DRINK MIX_LEMONADE_BULK_1000/CS___	$ 0.48
2200	SWEET FUSIONS_DRINK MIX_ORANGE SS_.5 OZ_500/CS	$ 0.48
2210	SWEET FUSIONS_DRINK MIX_FRUIT PUNCH SS_.5 OZ_500/CS	$ 0.48
2220	SWEET FUSIONS_DRINK MIX_LEMONADE SS_.5 OZ_500/CS	$ 0.48
2595	HOSTESS_DONETTES_CHOC_3 OZ_60/CS	$ 1.50
2615	BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_1.625 OZ_100/CS	$ 1.48
2616	T/R JACK LINKS_BEEF & CHEESE STICK__1.2 OZ_100/CS___	$ 1.87
2623	BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_3 OZ_96/CS	$ 2.30
2669	VELVEETA_REFRIED BEANS_SPICY CHEESY_4 OZ_24/CS_POUCH CLEAR WINDOW__	$ 2.14
2737	FRITOS_CORN CHIPS_CHILI CHEESE_2 OZ_64/CS_BAG CLEAR WINDOW__	$ 1.61
3004	MARKET SQUARE_COOKIES_PEANUT BUTTER CREMES_6 OZ_24/CS_PLASTIC BAG__	$ 1.53
3010	MARKET SQUARE_SOFT COOKIES_CHOC CHIP_2.75 OZ_60/CS_PLASTIC OVERWRAP__	$ 1.61
3020	OREO_COOKIES_2.4 OZ_120/CS_BAG	$ 1.61
3030	MARKET SQUARE_COOKIES_VANILLA CREMES_6 OZ_24/CS_PLASTIC BAG__	$ 1.53
3031	MARKET SQUARE_COOKIES_ORANGE PINEAPPLE CREMES_6 OZ_24/CS___	$ 1.53
3035	MARKET SQUARE_COOKIES_CHOC CHIP_6 OZ_46/CS_CLEAR PLASTIC BAG__	$ 1.61
3045	MARKET SQUARE_COOKIES_DUPLEX CREMES_6 OZ_24/CS_PLASTIC BAG__	$ 1.53
3115	CHEEZ IT_CRACKERS__1.5 OZ_60/CS___	$ 1.07
3139	VISTA_CRACKERS_SALTINE BULK_.25 LB_36/CS_PLASTIC__	$ 1.07
3193	KELLOGGS_POP TARTS_STRAWBERRY___2PK 12BX/CS 72EA/CS___	$ 1.17
3205	CHATTANOOGA_MOON PIE_CHOC DBL DECKER_2.75 OZ_9EA/BX, 54EA/CS_PLASTIC OVERWRAP	$ 1.12
3218	MRS FRESHLEY'S_BROWNIE_FUDGE_3.25 OZ_12/PK 4PK/CS_PLASTIC OVERWRAP__	$ 1.55
3219	AUSTIN_SANDWICH CRACKERS_CHEESE ON CHEESE_8/BX 12BX/CS_PLASTIC WRAPPED W/BOX	$ 0.86
3222	AUSTIN_SANDWICH CRACKERS_TOASTED PB_8/BX 12BX/CS_PLASTIC WRAPPED W/BOX	$ 0.86
3230	MARKET SQUARE_PEANUT BUTTER WAFER_2PK_12 OZ_6/BX 24BX/CS_PAPER BOX__	$ 0.80
3231	MARKET SQUARE_SNACK CAKE_OATMEAL & CREME_16 OZ_12/BX 24BX/CS_PAPER BOX__	$ 0.54
3236	MARKET SQUARE_CAKE_SWISS ROLL_12 OZ_6/BX 24BX/CS_PAPER BOX__	$ 0.80
3245	MARKET SQUARE_DONUT_STICKS_10 OZ_6/BX 16BX/CS_PAPER BOX__	$ 0.80

3270	MARKET SQUARE_CUPCAKES_CHOC CREME_4 OZ_36/CS_PLASTIC OVERWRAP__	$ 1.77
3274	MARKET SQUARE_MONSTER HONEY BUN_ICED_6 OZ_36/CS_CLEAR PLASTIC WRAP__	$ 1.43
3619	GOLF PENCIL ERASER_KIT__KIT_1/KT___	$ 0.54
4001	MARS_M&M_PEANUT_1.74 OZ_48/BX 8BX/CS_WRAPPED__	$ 1.49
4005	NESTLE BUTTERFINGER_CANDY BAR_SINGLES_1.9 OZ_36EA/BX, 288EA/CS	$ 1.49
4013	MARS_MILKY WAY__1.84 OZ_360/CS 36/BX 10BXS/CS___	$ 1.49
4019	ATKINSON_CANDY_CHICK O STICK_.7 OZ_200/CS_WRAPPED CLEAR__	$ 0.54
4037	HERSHEY_CANDY BAR_CHOC ALMOND_1.45 OZ_36/BX 9BX/CS_WRAPPED FOIL__	$ 1.49
4043	MARS_SNICKERS_ALMOND_1.76 OZ_24/BX 12BX/CS_WRAPPED__	$ 1.49
4056	SQUEEZUM_PEANUT BUTTER_SQEEZE_2 OZ_200/CS_POUCH__	$ 1.61
4100	SATHERS_CANDY_BUTTERSCOTCH DISCS_4.25 OZ_60/CS_BAG	$ 1.61
4115	SATHERS_CANDY_RED LICORICE BITES_4 OZ_48/CS_PRINTED BAG__	$ 1.61
4120	DISC SEE 80006098 GEN_CANDY_ROOT BEER BARRELS_4.25 OZ_48/CS_PRINTED BAG	$ 1.28
4121	T/R SEE 80006097 SATHERS_CANDY_JELLY BEANS_4.25 OZ_60/CS_PRINTED BAG	$ 1.61
4130	HERSHEY BREATHSAVERS_CANDY_SF PEPPERMINT_.75 OZ_24/PK 15PK/CS_WRAPPED FOIL__	$ 1.61
4135	HERSHEY JOLLY RANCHER_CANDY_ASSORTED_3.7 OZ_48/CS_PLASTIC WRAPPED__	$ 1.61
4146	ATOMIC FIREBALL_CANDY_3 OZ_60/CS_BAG	$ 1.61
4150	SATHERS_CANDY_SOUR FRUIT BALLS_4.25 OZ_48/CS_PRINTED BAG__	$ 1.61
4155	SATHERS_CANDY_SF WILD FRUIT_1.75 OZ_60/CS_PRINTED BAG__	$ 1.82
4314	KELLOGGS_POP TARTS_BLUEBERRY__2PK 12BX/CS 72EA/CS___	$ 1.17
6013	MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	$ 0.70
6018	MARUCHAN_RAMEN_TX BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	$ 0.70
6026	MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	$ 0.70
6046	MARUCHAN_RAMEN_CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	$ 0.70
6048	MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	$ 0.70
6052	MARUCHAN_RAMEN_HOT & SPICY VEGETABLE_3 OZ_24/CS_PILLOW PK CLEAR__	$ 0.70
6053	MARUCHAN_RAMEN_CAJUN SHRIMP_3 OZ_24/CS_PILLOW PK CLEAR WINDOW__	$ 0.70
6079	THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_1.5 OZ_72/CS_BAG FOIL__	$ 1.02
6103	CACTUS ANNIES_TORTILLA CHIPS_SCORCHIN HABANERO_1.5 OZ_72/CS_BAG CLEAR WINDOW__	$ 1.28
6105	MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ_72/CS_BAG FOIL__	$ 1.02
6127	CACTUS ANNIES_PORK RINDS_HOT & SPICY_2 OZ_24/CS 36/CS_CLEAR__	$ 2.55
6134	MOON LODGE_POPCORN_CARAMEL_3.53 OZ_60/CS_BAG CLEAR WINDOW__	$ 1.87
6154	DORITOS_TORTILLA CHIPS_NACHO CHEESE_1.75 OZ_64/CS_BAG CLEAR WINDOW__	$ 1.38
6159	CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_1.75 OZ_64/CS_BAG CLEAR WINDOW__	$ 1.38
6167	CHEETOS_CHEESE CRUNCHY__2 OZ_64/CS_BAG CLEAR WINDOW__	$ 1.38
6174	BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ_24/CS_POUCH__	$ 3.80
6178	FRESH CATCH_MACKEREL FILLETS_IN OIL_3.53 OZ_24/CS_POUCH__	$ 2.00
6179	FRESH CATCH_SARDINES_SOYBEAN OIL_3.53 OZ_24/CS_POUCH__	$ 2.19
6190	FRESH CATCH_FISH STEAKS_GREEN CHILIS IN OIL_3.53 OZ_24/CS_POUCH__	$ 2.19
6195	BRUSHY CREEK_PREMIUM CHICKEN BREAST_DICED_4.5 OZ_24/CS_POUCH__	$ 4.76
6213	KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	$ 1.71
6214	KING NUT_SUNFLOWER KERNELS_ROASTED & SALTED_3.25 OZ_60/CS	$ 1.50
6263	SQUEEZUM_MUSTARD_REGULAR_4.5 G_12EA/ST, 600EA/CS_POUCH CLEAR__	$ 0.70
6264	SQUEEZUM_KETCHUP_REGULAR_9 G_12EA/ST, 600EA/CS_POUCH CLEAR__	$ 1.07
6268	SQUEEZUM_HOT SAUCE__7 G_PK=STRIP, 12EA/PK, 600EA/CS_POUCH CLEAR__	$ 1.07
6297	JACK LINKS_BEEF JERKY_PEPPERED_.9 OZ_48/CS_POUCH CLEAR WINDOW__	$ 2.68
6300	O'BRIENS_BEEF STICK_HICKORY SMOKED_1.125 OZ_100/CS_TWIN PK__	$ 1.34
6400	QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX 12BX/CS___	$ 1.07
6412	SQUEEZUM_JELLY_GRAPE_1 OZ_200/CS_POUCH CLEAR__	$ 0.70
6428	CACTUS ANNIES_CHEESE_CHEDDAR_2 OZ_180/CS_POUCH CLEAR__	$ 2.12
6429	CACTUS ANNIES_CHEESE_JALAPENO_2 OZ_180/CS_POUCH CLEAR__	$ 2.12
6500	VAN HOLTEN_PICKLE_HOT PICKLE_9.6 OZ_12/CS_POUCH CLEAR__	$ 1.61
6501	GEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR__	$ 1.61
6507	TX TITOS_JALAPENO PEPPERS_SS SLICED_.7 OZ_300/CS_BAG__	$ 0.91
6508	TOKYO DINER_SOY SAUCE__6 OZ_24/CS_PLASTIC BOTTLE__	$ 2.09
6540	GOLDEN VALLEY_STRAWBERRY BAR_LOW FAT_1.3 OZ_90/CS_PLASTIC OVERWRAP__	$ 0.64
6606	MOON LODGE_PEANUTS_ROASTED & SALTED_1.75 OZ_60/CS_BAG CLEAR WINDOW__	$ 1.07
6607	MOON LODGE_PEANUTS_HOT HOT HOT_1.75 OZ_60/CS_BAG CLEAR WINDOW__	$ 1.07
6700	SEVILLA_REFRIED BEANS_REGULAR_8 OZ_18/CS_POUCH CLEAR RESEALABLE__	$ 2.73
6826	FRESH CATCH_CHUNKLIGHT TUNA_IN WATER_4.23 OZ_48/CS_POUCH__	$ 4.52

Chuckwagon $25 Limit

Item #	Product	Quantity	Cost
2418	Vanilla Sandwich		$1.29
2315	Icecream Cones		$1.59
2419	Snicker Icecream		$2.99
3672	Big AZ Cheeseburger		$5.39
6201	Extra Butter Popcorn		$1.15
2010	4oz Keefe Coffee		$5.29
6080	Whole Shabang 6oz		$3.49
6108	Moon Lodge Pretzels 110z		$2.95
6607	Hot Peanuts 1.75 oz		$1.00
3741	Chimichanga Shredded steak		$1.99
3693	Beef & Bean Burrito		$1.99

Name:

Inmate# :

Pod:

COMMISSARY REPORT JUNE 2017 / JULY 2018

									CHUCKWAGON			CARE PACK			
SALES PERIOD	NET SALES	NON COMM SALES	COMM SALES	INDIGENT SALES/OTHER	COMM RATE	TOTAL COMM	LESS INDIGENT SALES/OTHER	COMM/ REVENUE	NET SALES	COMM RATE	CHUCKWAGON COMM	NET SALES	COMM RATE	CARE PACK	TOTAL REVENUE
6/30/17 - 7/6/17	4,927.66	78.39	4,849.27	468.35					826.27						
7/7/17 - 7/13/17	3,992.89	56.28	3,936.61	464.30					526.88						
7/14/17 - 7/20/17	4,465.19	74.37	4,390.82	472.22					557.42						
7/21/17 - 7/27/17	4,222.58	84.42	4,138.16	464.30					492.10						
7/27/17 - 8/3/17	3,669.48	75.04	3,594.44	474.14					468.26						
JULY TOTAL SALES	21,277.80	368.50	20,909.30	2,343.31	22.00%	4,600.05	2,343.31	2,256.74	2,870.93	16.50%	473.70	1,093.00	10.00%	109.30	2,839.74
YTD TOTAL	**21,277.80**	**368.50**	**20,909.30**	**2,343.31**	**22.00%**	**4,600.05**	**2,343.31**	**2,256.74**	**2,870.93**	**16.50%**	**473.70**	**1,093.00**	**10.00%**	**109.30**	**2,839.74**
8/4/17 - 8/10/17	9,643.34	63.65	9,579.69	355.79											
8/11/17 - 8/17/17	9,263.04	89.11	9,173.93	346.86											
8/18/17 - 8/24/17	5,008.64	89.11	4,919.53	379.79											
8/25/17 - 8/31/17	5,155.84	39.39	4,770.45	0.00					197.85						
AUGUST TOTAL SALES	29,070.86	281.26	28,443.60	1,082.44	22.00%	6,257.59	1,082.44	5,175.15	197.85	17.00%	472.82	0.00	10.00%	0.00	5,647.97
YTD TOTAL	**50,348.66**	**649.76**	**49,352.90**	**3,425.75**	**22.00%**	**10,857.64**	**3,425.75**	**7,431.89**	**3,068.78**	**16.50%**	**946.52**	**1,093.00**	**10.00%**	**109.30**	**8,487.71**
9/1/17 - 9/7 17	2,890.05	67.51	2,822.54	167.31					619.06						
9/8 17 - 9/14/17	11,096.64	138.12	10,958.52	154.67					731.49						
9/15/17 - 9/21/17	4,993.43	56.74	4,936.69	143.65					926.48						
9/22/17 - 9/228/17	5,386.57	66.40	5,320.17	164.81					197.93			448.00			
SEPTEMBER TOTAL SALES	24,366.69	328.77	24,037.92	630.44	22.00%	5,288.34	630.44	4,657.90	2,474.96	17.00%	420.74	448.00	10.00%	44.80	5,123.45
YTD TOTAL	**74,715.35**	**978.53**	**73,390.82**	**4,056.19**	**22.00%**	**16,145.98**	**4,056.19**	**12,089.79**	**5,543.74**	**17.00%**	**1,367.27**	**1,541.00**	**10.00%**	**154.10**	**13,611.16**
9/29/17 - 10/5/17	6,080.79	82.96	5,997.83	302.58					1,024.99						
10/6/17 - 10/12/17	6,077.07	71.43	6,005.64	309.60					941.66						
10/13/17 - 10/19/17	5,438.08	58.02	5,380.06	919.54					738.20						
10/20/17 - 10/26/17	5,346.09	77.44	5,268.85	309.60					1,147.72						
10/27/17 - 11 2/17	4,508.11	62.86	4,445.25	997.03					882.11			844.00			
OCTOBER TOTAL SALES	27,450.14	352.71	27,097.63	2,838.35	22.00%	5,961.48	2,838.35	3,123.13	4,734.68	17.00%	804.90	844.00	10.00%	84.40	4,012.42
YTD TOTAL	**102,165.49**	**1,331.24**	**100,488.45**	**6,894.54**	**22.00%**	**22,107.46**	**6,894.54**	**15,212.92**	**10,278.42**	**17.00%**	**2,172.16**	**2,385.00**	**10.00%**	**238.50**	**17,623.58**
11/3/17 - 11/9/17	4,749.02	81.33	4,667.69	298.89					747.69						
11/10/17 - 11/16/17	3,850.57	89.19	3,761.38	361.26					853.36						
11/17/17 - 11/23/17	4,355.68	74.39	4,281.29	298.89					1,092.24						
11/24/17 - 11/30/17	4,832.99	80.54	4,752.45	14.40					177.87						
NOVEMBER TOTAL SALES	17,788.26	325.45	17,462.81	973.44	22.00%	3,841.82	973.44	2,868.38	2,871.16	17.00%	488.10	552.00	10.00%	55.20	3,411.68
YTD TOTAL	**119,953.75**	**1,656.69**	**117,951.26**	**7,867.98**	**22.00%**	**3,841.82**	**7,867.98**	**18,081.30**	**13,149.58**	**17.00%**	**2,660.26**	**2,937.00**	**10.00%**	**293.70**	**21,035.26**
12/1/17 - 12/7/17	4,329.22	46.24	3,993.50	410.70					1,232.34						
12/8/17 - 12/14/17	4,279.79	51.30	3,942.63	410.70					184.03						
12/15/17 - 12/21/17	4,434.55	41.89	4,095.65	410.70					986.79						
12/22/17 - 12/28/17	5,737.74	86.77	5,268.87	410.68					464.99						
DECEMBER TOTAL SALES	18,781.30	226.20	17,300.65	1,642.78	22.00%	3,806.14	1,642.78	2,163.36	2,868.15	17.00%	487.59	982.00	10.00%	98.20	2,749.15
YTD TOTAL	138,735.05	1,882.89	135,251.91	9,510.76	22.00%	7,647.96	9,510.76	20,244.66	16,017.73	17.00%	3,147.84	3,919.00	10.00%	391.90	23,784.41

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SALES PERIOD	NET SALES	NON COMM SALES	COMM SALES	INDIGENT SALES/OTHER	COMM RATE	TOTAL COMM	LESS INDIGENT SALES/OTHER	COMM/ REVENUE	CHUCKWAGON NET SALES	CHUCKWAGON COMM RATE	CHUCKWAGON COMM	CARE PACK NET SALES	CARE PACK COMM RATE	CARE PACK	TOTAL REVENUE
12/29/17 - 1/4/18	5,944.95	981.93	4,963.02	328.56					1,108.31						
1/5/18 - 1/11/18	4,699.69	316.92	4,382.77	328.56					714.90						
1/12/18 - 1/18/18	4,247.31	317.76	3,929.55	328.56					703.99						
1/19/18 - 1/25/18	4,588.90	314.36	4,274.54	328.56					792.42						
1/26/18 - 2/1/18	5,251.48	769.13	4,482.35	328.54					766.14						
JANUARY TOTAL SALES	24,732.33	2,700.10	22,032.23	1,642.78	22.00%	4,847.09	1,642.78	3,204.31	4,085.76	17.00%	694.58	807.00	10.00%	80.70	3,979.59
YTD TOTAL	**163,467.38**	**4,582.99**	**157,284.14**	**11,153.54**	**22.00%**	**12,495.05**	**11,153.54**	**23,448.97**	**20,103.49**	**17.00%**	**3,842.42**	**4,726.00**	**10.00%**	**472.60**	**27,763.99**
2/2/18 - 2/8/18	5,052.68	310.07	4,963.38	220.77					987.14						
2/9/18 - 2/15/18	5,535.62	388.99	5,434.45	287.82					541.59						
2/16/18 - 2/22/18	4,711.29	300.02	4,647.43	236.16					1,342.86						
2/23/18 - 2/23/18	5,050.11	1,019.52	4,942.75	912.16					721.22						
FEBRUARY TOTAL SALES	20,349.70	2,018.60	19,988.01	1,656.91	22.00%	4,397.36	1,656.91	2,740.45	3,592.81	17.00%	610.78	738.00	10.00%	73.80	3,425.03
YTD TOTAL	**183,817.08**	**6,601.59**	**177,272.15**	**12,810.45**	**22.00%**	**16,892.41**	**12,810.45**	**26,189.42**	**23,696.30**	**17.00%**	**4,453.20**	**5,464.00**	**10.00%**	**546.40**	**31,189.02**
3/2/18 - 3/8/18	7,512.13	147.52	7,364.61	225.09					0.00						
3/9/18 - 3/15/18	5,479.53	66.83	5,412.70	217.71					1,485.43						
3/16/18 - 3/22/18	5,674.21	127.46	5,546.75	221.40					187.57						
3/23/18 - 3/29/18	5,388.24	75.83	5,312.41	188.19					1,724.81						
MARCH TOTAL SALES	24,054.11	417.64	23,636.47	852.39	22.00%	5,200.02	852.39	4,347.63	3,397.81	17.00%	577.63	1,207.00	10.00%	120.70	5,045.96
YTD TOTAL	**207,871.19**	**7,019.23**	**200,908.62**	**13,662.84**	**22.00%**	**22,092.44**	**13,662.84**	**30,537.06**	**27,094.11**	**17.00%**	**5,030.83**	**6,671.00**	**10.00%**	**667.10**	**36,234.99**
3/30/18 - 4/5/18	4,949.25	72.64	4,876.61	304.94					271.81						
4/6/18 - 4/12/18	5,812.71	130.34	5,682.37	304.94					836.40						
4/13/18 - 4/19/18	5,040.46	127.89	4,912.57	304.94					1,024.56						
4/20/18 - 4/26/18	5,466.77	69.26	5,397.51	304.94					830.17						
4/27/18 - 5/3/18	4,583.33	50.34	4,532.99	304.94					914.29						
APRIL TOTAL SALES	25,852.52	450.47	25,402.05	1,524.70	22.00%	5,588.45	1,524.70	4,063.75	3,877.23	17.00%	659.13	1,119.00	10.00%	111.90	4,834.78
YTD TOTAL	**233,723.71**	**7,469.70**	**226,310.67**	**15,187.54**	**22.00%**	**27,680.89**	**15,187.54**	**34,600.81**	**30,971.34**	**17.00%**	**5,689.96**	**7,790.00**	**10.00%**	**779.00**	**41,069.77**

CONTRACT # _____
Effective Date: _____

LEA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Lea County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Lea County.

Contractor Legal Name: _____

Services Summary Description: _____

Initial Period of Performance shall be through: _____

Pre-GRT, Total Annual Charges to this contract may not exceed: _____

This Contract complies with New Mexico and County procurement requirements as follows:

☐ RFP # _____, ☐ BOCC approval date _____

☐ Bid # _____, ☐ BOCC approval date _____

☐ "Qualified" Professional Service, $60,000 or less annually. Qualifications attached.

☐ Three Written Quotes $60,000 or less annually. ☐ $20,000 or less annually.

☐ Sole – Source ☐ Emergency Procurement

☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Lea County Government	Contractor:
Department:	ATTN:
ATTN:	Title:
Street: 100 N. Main, Ste 4	Street:
City, State, Zip: Lovington, NM 88260	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under

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Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence _____ **or date of last signature**, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to _____ additional years, not to exceed a total of _____ years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Lea County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Lea County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:
Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the

term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Key personnel may not be changed without prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or

otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 21 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 22 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 23 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 24 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 25 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 26 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 27 - RELEASE: The Contractor, upon final payment of amounts due under this

Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 28 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 29 - SOVEREIGN IMMUNITY:
Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra.*
Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 30 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be contracted, a statement of the individual(s) qualifications and a justification of the request to subcontract.

ARTICLE 31 - TERMINATION: The County may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.

b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 32 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not

a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 33 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 34 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

LEA COUNTY: _____

_____ _____

County Manager

_____

Print Name and Title

Date: _____ Date: _____

* * * * * * * *

Contractor's NM Taxation and Revenue Department ID Number:_____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

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