State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor
000009332
Summit Food Service Management, LLC.
1751 West County Rd. B, Suite 30
Roseville, MN 55113

Telephone No.: 651-203-3552

Price Agreement Number: 20-000-00-00070AD
Price Agreement Amendment No.: Thirty-seven
Term: November 1, 2012 – October 31, 2019

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Savannah Quintana
Telephone No.: (505) 827-0483
Email: Savannah.Quintana@state.nm.us

Title: Statewide Food Services

The attached Amendment is to be attached to the respective Statewide Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Reestablish Summit Food Services at Penitentiary of New Mexico (PNM) and Training Academy (TA) as initially contracted.

Except as modified by this amendment, the provisions of the Statewide Price Agreement shall remain in full force and effect.
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070
New Mexico Corrections Department Facilities
CONTRACT AMENDMENT No. 6

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

A. PURPOSE:

Purpose of this Amendment is to reestablish Summit Food Services at Penitentiary of New Mexico (PNM) and Training Academy (TA) as initially contracted via original award through duration of the Contract on October 31, 2019. A new rate of regular inmate meals will be charged at $1.52 commencing upon signature of SPA for each correctional facility and $5.50 per meal at TA. Religious and Medical Diet meals charges remain unchanged.

B. SECTION(s) TO BE AMENDED:

II.) COMPENSATION

Compensation is hereby amended as follows:

1. Compensation.

   A. The Procuring Agency shall pay to the contractor for services satisfactorily performed at the rate per meal as indicated. Such compensation shall not exceed $5.50 per meal served at TA, $1.52 per regular meal at each prison facility, $3.307 per religious meal, and $1.907 per medical meals served exceeding the initial 20 at each prison facility. New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Procuring Agency to the Contractor. This amount is the maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein.

   B. and C. under Compensation remain the same.

ATTACHMENT I

Attachment I is hereby amended as follows:

ATTACHMENT I
NEW MEXICO CORRECTIONS DEPARTMENT-PRISON FACILITIES
DETAILED SCOPE OF WORK AND ADDITIONAL AGENCY
SPECIFIC TERMS AND CONDITIONS

Section I remains the same.
The scope of work shall consist of operating a statewide food service program in accordance with New Mexico Environment Department standards, American Correctional Association Standards (fourth edition, as revised and/or supplemented) pertaining to food service and safety, and NMCD Policies and Procedures.

A. **Personnel and Mandatory Staffing**

Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in the Contract or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum.

1. Facilities

   **Statewide Managers**
   One District Manager and one Operations Support Manager, one of whom must reside within 75 miles of the Central New Mexico Correctional Facility. (2)

   **Food Service Manager**
   Central NM Correctional Facility (1)
   Western NM Correctional Facility (1)
   Southern NM Correctional Facility Main Unit; Minimum Restrain Unit (1)
   Roswell Correctional Center (1)
   Springer Correctional Center (1)
   Penitentiary of NM (1)
   Training Academy (1)
   **TOTAL** (7)

   **Assistant Food Service Director**
   Central NM Correctional Facility (1)
   Western NM Correctional Facility (1)
   Southern NM Correctional Facility (1)
   Roswell Correctional Center (1)
   Springer Correctional Center (1)
   Penitentiary of NM (1)
   Training Academy (1)
   **TOTAL** (7)

   **Food Service Worker**
   Central NM Correctional Facility (9)
   Western NM Correctional Facility (3)
   Southern NM Correctional Facility (6)
   Roswell Correctional Center (3)
   Bakery - Central NM Correctional Facility (2)
   Springer Correctional Center (3)
   Penitentiary of NM (9)
   Training Academy (1)
   **TOTAL** (36)

*Subsection A. Personnel and Mandatory Staffing Requirements part II remain the same.*

*Subsections B through H under part II remain the same.*
I. Inmate Labor

1. The facilities shall provide inmates for assistance in food preparation, serving, sanitation, and other food service activities, at the following locations:

   New Mexico Corrections Department Inmate Labor
   Western NM Correctional Facility - 40 Inmates
   Southern NM Correctional Facility - 40 Inmates
   Southern NM Minimum Restrict Unit - 25 Inmates
   Central NM Correctional Facility - 96 Inmates
   Roswell Correctional Facility - 25 Inmates
   Springer Correctional Center - 25 Inmates
   Penitentiary of NM - 50 Inmates
   Training Academy - 6 Inmates

2. Inmate job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Contractor will provide job titles and job descriptions for all inmate job positions.

3. All salaries for inmate labor shall be paid directly by NMCD. Salaries shall be based on information provided by the Contractor in accordance with established inmate payroll policies. Pay will be for a forty (40) hour work week. Any overtime work performed by inmates must be requested by the Contractor and will be paid by the Contractor at the same rate of pay for regular hours. Inmates are generally not available to work during lockdowns.

4. The Contractor is responsible for conducting a documented health and sanitation check on all inmate food service workers reporting to work. Inmate food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such inmates shall not return to work until medically cleared. Inmates, who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

5. Each facility shall be responsible for providing food service uniforms for inmates assigned to food service, and such uniforms will be in good condition.

6. A comprehensive inmate culinary arts training program in culinary arts and food service management will be developed and implemented by the Contractor within 120 days of the award of this contract. The curriculum and certification is subject to the approval of the NMCD Education Bureau and the Director of Adult Prisons.

The Training Program will provide for the following:

a. Training will be made available to at least 25% of the total number of inmates employed by the Contractor at all times.

b. Documentation for inmate participants demonstrating progression through the curriculum and mastery of individual program components.

c. Certificate of completion for successful participants.

s. The Contractor shall give first employment preference to NMCD inmates who have successfully completed the program and who parole or discharge to the community, to the extent that Contractor has other food service contracts within the state of New Mexico with positions available where such inmates could lawfully and contractually work. Such former inmates may not be hired by the Contractor to work in any correctional facility.
**Subsection J and K remains the same.**

### L. Meal Preparation Locations

The following meal preparation areas will be used:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Kitchen Location</th>
<th>Locations Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Main Unit</td>
<td>Central Main unit MHTC</td>
<td>Central Main Unit</td>
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<tr>
<td>Central NM Min. Restrict</td>
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<td>(RDC, GP, etc.) MB.TC, LTCU</td>
</tr>
<tr>
<td>Central NM Minimum</td>
<td></td>
<td>Central NM Min. Restrict</td>
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<tr>
<td>Western NMCF</td>
<td></td>
<td>Central NM Minimum</td>
</tr>
<tr>
<td>Roswell Correctional Center</td>
<td></td>
<td>B-dining and H-dining</td>
</tr>
<tr>
<td>SNMCF JRS Unit</td>
<td></td>
<td>RCC Dining/DWI</td>
</tr>
<tr>
<td>SNMCF PO Unit</td>
<td></td>
<td>SNMCF JRS Unit</td>
</tr>
<tr>
<td>Springer Correctional Center</td>
<td></td>
<td>SNMCF PO Unit</td>
</tr>
<tr>
<td>Penitentiary of New Mexico</td>
<td></td>
<td>SCC Dining</td>
</tr>
<tr>
<td>Training Academy</td>
<td></td>
<td>PNM Level 2 Dining Hall</td>
</tr>
<tr>
<td></td>
<td>Training Academy</td>
<td>Training Academy Dining Hall</td>
</tr>
</tbody>
</table>

*Subsections M through P remain the same.

*All other Sections III through VII in Attachment 1 of this contract remain the same.*
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPD below, or a specified date, whichever is later.

By: Jim Bower
Agency
Date: 1-15-19

By: Paul
Agency's Legal Counsel – Certifying legal sufficiency
Date: 1-15-19

By: [Signature]
Agency's Chief Financial Officer
Date: 1-16-19

By: [Signature]
Contractor/Summit Food Service Management
Date: 1-11-19

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes. The Taxation and Revenue is only verifying the registration and will not confirm or deny any taxability statements contained in the contract.

ID Number: 03-013817-00-5

By: [Signature]
Taxation and Revenue Department
Date: 1-16-19

This Agreement has been approved by the SPA:

By: [Signature]
State Purchasing Agent
Date: 1-29-19
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment  

Awarded Vendor  
0000009332  
Summit Food Service Management, LLC.  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113  

Telephone No.: 651-203-3552  

Contract Number: 20-000-00-00070AD  
Contract Amendment No.: Thirty-six  

Term: November 1, 2012 – October 31, 2019  

Procurement Specialist: Savannah Quintana  
Telephone No.: (505) 827-0483  
Email: Savannah.Quintana@state.nm.us  

Ship to:  
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.  

Invoice:  
As Requested  

Title: Statewide Food Services  

This Contract Amendment is to be attached to the respective Contract and become a part thereof.  

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2018 to October 31, 2019 at the same price, terms and conditions.  

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.  

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  
Date: 12/12/2018  

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
SERVICES CONTRACT AMENDMENT NO. 4

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the “Department,” and Summit Food Services, LLC, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISION OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 4, Term, is hereby amended to read as follows:

4. Term

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2019 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for six (6) years from the date of award with the option to extend for a period of two (2) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]  
Agency  
Date: 12/4/18

By: [Signature]  
Agency’s Legal Counsel-Certifying legal sufficiency  
Date: 12/3/18

By: [Signature]  
Contractor  
Date: 11/8/18

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

N.M. Tax Identification #: 03-013817-00-5  
By: Sharon Kain  12-4-18  
Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature]  
State Purchasing  
Date: 12/14/18

Contractor Initials mcs


**State of New Mexico**  
**General Services Department**  
**Purchasing Division**  

**Contract Amendment**

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<tr>
<th><strong>Awarded Vendor</strong></th>
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<td><strong>Contract Number:</strong> 20-000-00-00070AC</td>
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<td><strong>Contract Amendment No.:</strong> Thirty-five</td>
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<td><strong>Term:</strong> November 1, 2012 – October 31, 2019</td>
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<th><strong>Invoice:</strong></th>
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<td>As Requested</td>
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</table>

**Procurement Specialist:** Savannah Quintana  
**Telephone No.:** (505) 827-0483  
**Email:** Savannah.Quintana@state.nm.us

**Title:** Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2018 to October 31, 2019 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

**Accepted for the State of New Mexico**

[Signature]

New Mexico State Purchasing Agent  
**Date:** 10/31/2018

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
Department of Public Safety, Law Enforcement Academy Food Services
AMENDMENT No. Six (6)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, Law Enforcement Academy, hereinafter referred to as the "Procuring Agency" and Trinity Services I, LLC, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

2. Compensation.

A. Under this Amendment, the Procuring Agency shall pay to the Contractor in full for services satisfactorily performed at the rate per meal as indicated below and as reflected in the NM Fiscal Year 2019 Sliding Scale, attached hereto as Attachment 1 and incorporated herein to this Amendment: **2.8% increase on the price per meal.**

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO STATE PURCHASING AGENT. This Contract as amended shall terminate on **October 31, 2019**, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. This Amendment reflects year number six (6) of the available seven (7) additional option years as stated in the original contract. The contract is not to exceed a total of eight (8) years in duration.

All other articles of, and Amendments to, Services Contract No. 20-000-00-00070 remain the same.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK AND THE PARTIES SIGNATURES APPEAR ON THE FOLLOWING PAGE.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the NM State Purchasing Agent below, or a specified date, whichever is later.

By: Scott Weaver, Cabinet Secretary or designee
Department of Public Safety

Date: 10/29/18

By: Elizabeth Trickey, Chief Counsel or designee
Department of Public Safety

Date: 10-25-18

By: Bridgette Lang, Chief Financial Officer or designee
Department of Public Safety

Date: 10/29/18

By: Trinity Services I, LLC

Date: Oct 18, 2018

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-229480-00-8

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: Sharon Kain
Taxation and Revenue Department

Date: 10-19-18

This Agreement has been approved by the NM State Purchasing Agent:

By: Lawrence O. Maxwell, NM State Purchasing Agent of designee

Date: 11-2-18
Trinity Services Group  
New Mexico State DPS Academy  
NM Fiscal Years 2018 — 2019  
2.8% Sliding Scale

Cost Group  
DPS Law Enforcement Academy

NM State Fiscal Year 2019 Sliding Scale

<table>
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<th>Current Price Per Meal</th>
<th>2.8% Increase</th>
<th>New Cost Per Meal</th>
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<td>Snacks</td>
<td>$1.632</td>
<td>$0.046</td>
<td>$1.678</td>
</tr>
</tbody>
</table>
Awarded Vendor
0000042295
Morrison Management Specialist, Inc.
5801 Peachtree Dunwoody Rd.
Atlanta, GA 30342

Telephone No.: 817-528-0970

Contract Number: 20-000-00-00070AB

Contract Amendment No.: Thirty-four

Term: November 1, 2012 – October 31, 2019

Procurement Specialist: Savannah Quintana

Telephone No.: (505) 827-0483
Email: Savannah.Quintana@state.nm.us

Ship to:
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.

Invoice:
As Requested

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2018 to October 31, 2019 at the same price, terms and conditions.

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 10/29/2018

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
SERVICES CONTRACT AMENDMENT No. 6

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the "Department," and Morrison Management Specialist, Inc., hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The ATTACHMENT II referenced in Section 2, Compensation, is hereby amended to read as follows:

For the “A. Cost Proposal Tables: b. Department of Health: Las Vegas Medical Center”, the amounts listed are revised to the following:

| Food  | Supplies | Direct Labor | Taxes & Benefits | Profit & Overhead | "TOTAL (calculated)"
|-------|----------|-------------|-----------------|------------------|-------------------|
| $1.930 | $0.280   | $0.460      | $0.23           | $0.190           | $3.090

Section 3, Term, is hereby amended to read as follows:

3. Term.

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2019 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for six (6) years from the date of award with the option to extend for a period of two (2) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]  
Agency  
Date: 10/22/18

By: [Signature]  
Agency’s Legal Counsel – Certifying legal sufficiency  
Date: 10/23/18

By: [Signature]  
Contractor  
Date: 10/8/18

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-313149-00-7  
Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature]  
Taxation and Revenue Department  
Date: 10/16/18

This Agreement has been approved by the SPA:

By: [Signature]  
State Purchasing Agent  
Date: 10/29/2018

Contractor initials [Signature]
State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000009332
Summit Food Service Management, LLC.
1751 West County Rd. B, Suite 30
Roseville, MN 55113

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD

Contract Amendment No.: Thirty-three

Term: November 1, 2012 – October 31, 2019

Procurement Specialist: Savannah Quintana

Telephone No.: (505) 827-0483

Email: Savannah.Quintana@state.nm.us

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2018 to October 31, 2019 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 10/18/2018

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070AD
New Mexico Corrections Department Facilities
CONTRACT AMENDMENT No. 5

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

A. PURPOSE:
   Purpose of this Amendment is to extend services for an additional year thru October 31, 2019.

                      Term,

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Contract is extended for one(1) additional year under the same terms, conditions and prices, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other Terms and Conditions of this contract remain the same.

This space is intentionally left blank.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPD below, or a specified date, whichever is later.

By: [Signature]
Agency
Date: 10/3/18

By: [Signature]
Agency's Legal Counsel – Certifying legal sufficiency
Date: 10/2/18

By: [Signature]
Agency’s Chief Financial Officer
Date: 9/4/2018

By: [Signature]
Contractor/Summit Food Service Management

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes. The Taxation and Revenue is only verifying the registration and will not confirm or deny any taxability statements contained in the contract.

ID Number: 03-013817-00-5

By: [Signature]
Taxation and Revenue Department
Date: 10/11/18

This Agreement has been approved by the SPA:

By: [Signature]
State Purchasing Agent
Date: 10/18/2018
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment  

Awarded Vendor  
0000009332  
Summit Food Service Management, LLC.  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113  

Telephone No.: 651-203-3552  

Contract Number: 20-000-00-00070AD  

Contract Amendment No.: Thirty-two  

Term: November 1, 2012 – October 31, 2019  

Procurement Specialist: Savannah Quintana  

Telephone No.: (505) 827-0483  

Email: Savannah.Quintana@state.nm.us  

Title: Statewide Food Services  

This Contract Amendment is to be attached to the respective Contract and become a part thereof.  

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2018 to October 31, 2019 at the same price, terms and conditions.  

This amendment is issued to reflect the following effective immediately:  
Amend “Section 3” Term  
Replace Attachment 2 – Budget to reflect an increase in price per meal (see attached for details).  
Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.  

Accepted for the State of New Mexico  

[Signature]  

Date: 10/18/2018  

New Mexico State Purchasing Agent  

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
Food Services  
Services Contract  
AMENDMENT NUMBER Thirty Two (32)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, CHILDREN, YOUTH AND FAMILIES DEPARTMENT, hereinafter referred to as the “Agency” and SUMMIT FOOD SERVICE MANAGEMENT LLC, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department, State Purchasing Division/State Purchasing Agent (SPD/SPA).

PURPOSE OF AMENDMENT

1. Amend Section 3 “Term” to extend the term to October 31, 2019.
2. Replace Attachment 2 – Budget (executed October 23, 2017) to reflect an increase in price per meal.

IT IS MUTUALLY AGREEED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Section 3, “Term” is hereby amended to read as follows:

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the State Purchasing Agent and shall end on October 31, 2019 unless terminated pursuant to this Agreement’s Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

All other articles of this Agreement remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature below:

By: Monique Jacobson, CYFD Cabinet Secretary or Designee

Date: 10/1/18

By: CYFD Legal Counsel – Certifying legal sufficiency

Date: 10/11/18

By: CYFD Chief Financial Officer

Date: 10/12/18

By: Contractor

Date: 10/10/2018

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID Number: 03-013817005

By: Taxation and Revenue Department

Date: 10/12/18

STATED OF NEW MEXICO
General Services Department

This Agreement has been approved by the State Purchasing Agent of New Mexico:

By: State Purchasing Agent

Date: 10/18/2018
Revised Attachment 2 – Budget  
Dated October 5, 2018

COST PER MEAL TABLE

Prices listed are in effect from November 1, 2018 through October 31, 2019.

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC</td>
<td>$3.91</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC Snacks</td>
<td>$0.57</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: SYNC</td>
<td>$3.91</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: SYNC Snacks</td>
<td>$0.57</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC</td>
<td>$5.10</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC Snacks</td>
<td>$0.57</td>
<td>Summit</td>
</tr>
</tbody>
</table>

The above listed awarded vendor and pricing are based on the State Agency’s calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts, and number of meals served are subject to negotiation for other Government Entities based on their needs as the time of Contract for use of the Statewide Price Agreement, SCOPE OF WORK cannot change.

In the event of the product costs increased an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

General Fund
State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000009332
Summit Food Service Management, LLC.
1751 West County Rd. B, Suite 30
Roseville, MN 55113

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD
Contract Amendment No.: Thirty-one
Term: November 1, 2012 – October 31, 2018

Procurement Specialist: Savannah Quintana
Telephone No.: (505) 827-0483

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 3/22/2018

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070
New Mexico Corrections Department Facilities
CONTRACT AMENDMENT No. 4

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

A. PURPOSE:
Purpose of this Amendment is to rescind the terms on Amendment 3 relevant to Springer Correctional Facility. Contractor will continue providing food services at the Springer Correctional Facility as negotiated in the original Contract until such time that Corrections Industries has secured sufficient staff to commence providing the food services at the facility.

B. SECTION(s) TO BE AMENDED:

ATTACHMENT I

Attachment I is hereby amended as follows:

ATTACHMENT I
NEW MEXICO CORRECTIONS DEPARTMENT-PRISON FACILITIES
DETAILED SCOPE OF WORK AND ADDITIONAL AGENCY
SPECIFIC TERMS AND CONDITIONS

Section I remains the same.

II. DETAILED SCOPE OF WORK

The scope of work shall consist of operating a statewide food service program in accordance with New Mexico Environment Department standards, American Correctional Association Standards (fourth edition, as revised and/or supplemented) pertaining to food service and safety, and NMCD Policies and Procedures.

A. Personnel and Mandatory Staffing

Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in the Contract or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum.

1. Facilities

Statewide Managers
One District Manager and one Operations Support Manager, one of whom must reside within 75 miles of the Central New Mexico Correctional Facility. (2)
### Food Service Manager

<table>
<thead>
<tr>
<th>Facility</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Correctional Facility</td>
<td>(1)</td>
</tr>
<tr>
<td>Western NM Correctional Facility</td>
<td>(1)</td>
</tr>
<tr>
<td>Southern NM Correctional Facility Main</td>
<td>(1)</td>
</tr>
<tr>
<td>Unit; Minimum Restrict Unit</td>
<td>(1)</td>
</tr>
<tr>
<td>Roswell Correctional Center</td>
<td>(1)</td>
</tr>
<tr>
<td>Springer Correctional Center</td>
<td>(1)</td>
</tr>
</tbody>
</table>

**TOTAL** (5)

### Assistant Food Service Director

<table>
<thead>
<tr>
<th>Facility</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Correctional Facility</td>
<td>(1)</td>
</tr>
<tr>
<td>Western NM Correctional Facility</td>
<td>(1)</td>
</tr>
<tr>
<td>Southern NM Correctional Facility</td>
<td>(1)</td>
</tr>
<tr>
<td>Roswell Correctional Center</td>
<td>(1)</td>
</tr>
<tr>
<td>Springer Correctional Center</td>
<td>(1)</td>
</tr>
</tbody>
</table>

**TOTAL** (5)

### Food Service Worker

<table>
<thead>
<tr>
<th>Facility</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Correctional Facility</td>
<td>(9)</td>
</tr>
<tr>
<td>Western NM Correctional Facility</td>
<td>(3)</td>
</tr>
<tr>
<td>Southern NM Correctional Facility</td>
<td>(6)</td>
</tr>
<tr>
<td>Roswell Correctional Center</td>
<td>(3)</td>
</tr>
<tr>
<td>Bakery - Central NM Correctional Facility</td>
<td>(2)</td>
</tr>
<tr>
<td>Springer Correctional Center</td>
<td>(3)</td>
</tr>
</tbody>
</table>

**TOTAL** (26)

*Subsection A. Personnel and Mandatory Staffing Requirements part II remain the same. Subsections B through H under part II remain the same.*

### I. Inmate Labor

1. The facilities shall provide inmates for assistance in food preparation, serving, sanitation, and other food service activities, at the following locations:

   New Mexico Corrections Department Inmate Labor

<table>
<thead>
<tr>
<th>Facility</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western NM Correctional Facility</td>
<td>40 Inmates</td>
</tr>
<tr>
<td>Southern NM Correctional Facility</td>
<td>40 Inmates</td>
</tr>
<tr>
<td>Southern NM Minimum Restrict Unit</td>
<td>25 Inmates</td>
</tr>
<tr>
<td>Central NM Correctional Facility</td>
<td>96 Inmates</td>
</tr>
<tr>
<td>Roswell Correctional Facility</td>
<td>25 Inmates</td>
</tr>
<tr>
<td>Springer Correctional Center</td>
<td>25 Inmates</td>
</tr>
</tbody>
</table>

2. Inmate job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Contractor will provide job titles and job descriptions for all inmate job positions.

3. All salaries for inmate labor shall be paid directly by NMCD. Salaries shall be based on information provided by the Contractor in accordance with established inmate payroll policies. Pay will be for a forty (40) hour work week. Any overtime work performed by inmates must be requested by the Contractor and will be paid by the Contractor at the same rate of pay for regular hours. Inmates are generally not available to work during lockdowns.
4. The Contractor is responsible for conducting a documented health and sanitation check on all inmate food service workers reporting to work. Inmate food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such inmates shall not return to work until medically cleared. Inmates, who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

5. Each facility shall be responsible for providing food service uniforms for inmates assigned to food service, and such uniforms will be in good condition.

6. A comprehensive inmate culinary arts training program in culinary arts and food service management will be developed and implemented by the Contractor within 120 days of the award of this contract. The curriculum and certification is subject to the approval of the NMCD Education Bureau and the Director of Adult Prisons.

The Training Program will provide for the following:

a. Training will be made available to at least 25% of the total number of inmates employed by the Contractor at all times.

b. Documentation for inmate participants demonstrating progression through the curriculum and mastery of individual program components.

c. Certificate of completion for successful participants.

d. The Contractor shall give first employment preference to NMCD inmates who have successfully completed the program and who parole or discharge to the community, to the extent that Contractor has other food service contracts within the state of New Mexico with positions available where such inmates could lawfully and contractually work. Such former inmates may not be hired by the Contractor to work in any correctional facility.

Subsection J and K remains the same.

L. Meal Preparation Locations

The following meal preparation areas will be used:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Kitchen Location</th>
<th>Locations Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Main Unit</td>
<td>Central Main Unit MHTC</td>
<td>Central Main Unit (RDC, GP, etc.) MB,TC, LTCU</td>
</tr>
<tr>
<td>Central NM Min. Restrict</td>
<td>Central NM Minimum</td>
<td>Central NM Min. Restrict</td>
</tr>
<tr>
<td>Central NM Minimum</td>
<td>WNMCF</td>
<td>Central NM Minimum</td>
</tr>
<tr>
<td>Western NMCF</td>
<td>RCC</td>
<td>B-dining and H-dining</td>
</tr>
<tr>
<td>Roswell Correctional Center</td>
<td>SNMCF JRS Unit</td>
<td>RCC Dining/DWI</td>
</tr>
<tr>
<td>SNMCF JRS Unit</td>
<td>SNMCF PO Unit</td>
<td>SNMCF JRS Unit</td>
</tr>
<tr>
<td>SNMCF PO Unit</td>
<td>SCC</td>
<td>SNMCF PO Unit</td>
</tr>
<tr>
<td>Springer Correctional Center</td>
<td></td>
<td>SCC Dining</td>
</tr>
</tbody>
</table>

Subsections M through P remain the same.

All other Sections III through VII in Attachment 1 of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPD below, or a specified date, whichever is later.

By: [Signature]  
Agency  
Date: 3/6/18

By: [Signature]  
Agency’s Legal Counsel Certifying legal sufficiency  
Date: March 2, 2018

By: [Signature]  
Agency’s Chief Financial Officer  
Date: 3/6/18

By: [Signature]  
Contractor/Summit Food Service Management  
Date: 2/29/18

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes. The Taxation and Revenue is only verifying the registration and will not confirm or deny any taxability statements contained in the contract.

ID Number: 03-013817-00-5  
By: [Signature]  
Taxation and Revenue Department  
Date: 3/7/18

This Agreement has been approved by the SPA:

By: [Signature]  
State Purchasing Agent  
Date: 3/22/18
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor
0000009332  
Summit Food Service Management, LLC.  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD

Contract Amendment No.: Thirty

Term: November 1, 2012 – October 31, 2018

Procurement Specialist: Savannah Quintana

Telephone No.: (505) 827-0483

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2017 to October 31, 2018 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]  
New Mexico State Purchasing Agent

Date: 2/13/2018

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
SERVICES CONTRACT AMENDMENT NO. 3

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the “Department,” and Summit Food Services, LLC, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISION OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The Attachment II referenced in Section 3, Compensation, is hereby amended to read as follows:

The amounts listed are revised to the following:

When the client census is 25 and under for a meal:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Snack</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.11 per meal plus $116.36 a meal period</td>
<td>$.86</td>
</tr>
</tbody>
</table>

When the Client Census is 26 and over for a meal:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Snack</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5.46</td>
<td>$.86</td>
</tr>
</tbody>
</table>

Section 4, Term, is hereby amended to read as follows:

4. Term

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2018 unless terminated pursuant to paragraph 4 (termination), or paragraph 5 (Appropriations of the original contract). The term of this Agency specific Price Agreement shall be for four (4) years from the date of award with the option to extend for a period of fours (4) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of signature by the SPA.
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

N.M. Tax Identification #: 03-013817-00-5

This Agreement has been approved by the SPA:

[Signatures and dates]

Contractor Initials
State of New Mexico
General Services Department
Purchasing Division

Contract Amendment

Awarded Vendor
0000009332
Summit Food Service Management, LLC.
1751 West County Rd. B, Suite 30
Roseville, MN 55113

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD

Contract Amendment No.: Twenty-nine

Term: November 1, 2012 – October 31, 2018

Procurement Specialist: Savannah Quintana

Telephone No.: (505) 827-0483

Ship to:
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.

Invoice:
As Requested

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2017 to October 31, 2018 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 11/27/2017

New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070
New Mexico Corrections Department Facilities
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

A. PURPOSE:

Purpose of this Amendment is to extend services for an additional year thru October 31, 2018. Additionally, amend to increase compensation for meals to original agreed upon amount of 1.53 per regular inmate meal plus a .01 escalation provision for a total meal compensation of 1.54 per regular inmate meal. Furthermore, food services at the Springer Correctional Facility will be terminated January 21, 2018 and supporting documentation is hereby incorporated as Exhibit A.

B. SECTION(s) TO BE AMENDED:

II.) COMPENSATION

Compensation is hereby amended as follows:

1. Compensation.

   A. The Procuring Agency shall pay to the contractor for services satisfactorily performed at the rate per meal as indicated. Such compensation shall not exceed $1.54 per regular meal, $3.307 per religious meal served, and $1.907 per medical meals served exceeding the initial 20 at each prison facility. New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Procuring Agency to the Contractor. This amount is the maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein.

   B. and C. under Compensation remain the same.

III.) ATTACHMENT I

Attachment I is hereby amended as follows:

ATTACHMENT 1
NEW MEXICO CORRECTIONS DEPARTMENT-PRISON FACILITIES
DETAILED SCOPE OF WORK AND ADDITIONAL AGENCY SPECIFIC TERMS AND CONDITIONS

Section I remains the same.
II. DETAILED SCOPE OF WORK

The scope of work shall consist of operating a statewide food service program in accordance with New Mexico Environment Department standards, American Correctional Association Standards (fourth edition, as revised and/or supplemented) pertaining to food service and safety, and NMCD Policies and Procedures.

A. Personnel and Mandatory Staffing

Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in the Contract or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum.

1. Facilities

**Statewide Managers**
One District Manager and one Operations Support Manager, one of whom must reside within 75 miles of the Central New Mexico Correctional Facility. (2)

**Food Service Manager**
- Central NM Correctional Facility (1)
- Western NM Correctional Facility (1)
- Southern NM Correctional Facility Main Unit; Minimum Restrict Unit (1)
- Roswell Correction Center (1)
- TOTAL (4)

**Assistant Food Service Director**
- Central NM Correctional Facility (1)
- Western NM Correctional Facility (1)
- Southern NM Correctional Facility (1)
- Roswell Correctional Center (1)
- TOTAL (4)

**Food Service Worker**
- Central NM Correctional Facility (9)
- Western NM Correctional Facility (3)
- Southern NM Correctional Facility (6)
- Roswell Correctional Center (3)
- Bakery - Central NM Correctional Facility (2)
- TOTAL (23)

*Subsection A. Personnel and Mandatory Staffing Requirements part II remain the same. Subsections B through H under part II remain the same.*

I. Inmate Labor

1. The facilities shall provide inmates for assistance in food preparation, serving, sanitation, and other food service activities, at the following locations:

New Mexico Corrections Department Inmate Labor
Western NM Correctional Facility - 40 Inmates
Southern NM Correctional Facility - 40 Inmates
Southern NM Minimum Restrict Unit - 25 Inmates
Central NM Correctional Facility - 96 Inmates
Roswell Correctional Facility - 25 Inmates

2. Inmate job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Contractor will provide job titles and job descriptions for all inmate job positions.

3. All salaries for inmate labor shall be paid directly by NMCD. Salaries shall be based on information provided by the Contractor in accordance with established inmate payroll policies. Pay will be for a forty (40) hour work week. Any overtime work performed by inmates must be requested by the Contractor and will be paid by the Contractor at the same rate of pay for regular hours. Inmates are generally not available to work during lockdowns.

4. The Contractor is responsible for conducting a documented health and sanitation check on all inmate food service workers reporting to work. Inmate food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such inmates shall not return to work until medically cleared. Inmates, who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

5. Each facility shall be responsible for providing food service uniforms for inmates assigned to food service, and such uniforms will be in good condition.

6. A comprehensive inmate culinary arts training program in culinary arts and food service management will be developed and implemented by the Contractor within 120 days of the award of this contract. The curriculum and certification is subject to the approval of the NMCD Education Bureau and the Director of Adult Prisons.

The Training Program will provide for the following:

   a. Training will be made available to at least 25% of the total number of inmates employed by the Contractor at all times.
   b. Documentation for inmate participants demonstrating progression through the curriculum and mastery of individual program components.
   c. Certificate of completion for successful participants.
   d. The Contractor shall give first employment preference to NMCD inmates who have successfully completed the program and who parole or discharge to the community, to the extent that Contractor has other food service contracts within the state of New Mexico with positions available where such inmates could lawfully and contractually work. Such former inmates may not be hired by the Contractor to work in any correctional facility.

Subsection J and K remains the same.

I. Meal Preparation Locations

The following meal preparation areas will be used:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Kitchen Location</th>
<th>Locations Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Main Unit</td>
<td>Central Main unit MHTC</td>
<td>Central Main Unit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(RDC, GP, etc.) MB.TC, LTCU</td>
</tr>
<tr>
<td>Central NM Min. Restrict</td>
<td></td>
<td>Central NM Min. Restrict</td>
</tr>
</tbody>
</table>
Central NM Minimum  
Western NMCF  
Roswell Correctional Center  
SNMCF JRS Unit  
SNMCF PO Unit  

Central NM Minimum  
WMNCF  
RCC  
SNMCF JRS Unit  
SNMCF PO Unit  

Central NM Minimum  
B-dining and H-dining  
RCC Dining/DWI  
SNMCF JRS Unit  
SNMCF PO Unit  

Subsections M through P remain the same.

All other Sections III through VII in Attachment 1 of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPD below, or a specified date, whichever is later.

By:  
Agency  
Date:  

By:  
Agency’s Legal Counsel – Certifying legal sufficiency  
Date:  

By:  
Agency’s Chief Financial Officer  
Date:  

By:  
Contractor/Summit Food Service Management  
Date:  

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes. The Taxation and Revenue is only verifying the registration and will not confirm or deny any taxability statements contained in the contract.

ID Number: 03-013817-00-5  

By:  
Taxation and Revenue Department  
Date:  

This Agreement has been approved by the SPA:

By:  
State Purchasing Agent  
Date:  

4
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment  

Awarded Vendor  
0000042295  
Morrison Management Specialist, Inc.  
5801 Peachtree Dunwoody Rd.  
Atlanta, GA 30342  

Telephone No.: 817-528-0970  

Contract Number: 20-000-00-00070AB  
Contract Amendment No.: Twenty-eight  
Term: November 1, 2012 – October 31, 2018  

Procurement Specialist: Savannah Quintana  
Telephone No.: (505) 827-0483  

Ship to:  
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.  

Invoice:  
As Requested  

Title: Statewide Food Services  

This Contract Amendment is to be attached to the respective Contract and become a part thereof.  

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2017 to October 31, 2018 at the same price, terms and conditions.  

Please see attached documentation for further details.  

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.  

Accepted for the State of New Mexico  

New Mexico State Purchasing Agent  

Date: 11/14/2017  

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
SERVICES CONTRACT AMENDMENT No. 5

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the "Department," and Morrison Management Specialist, Inc., hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The ATTACHMENT I referenced in Section 1, Scope of Work, is hereby amended to read as follows:

Section 14.d is hereby added to Attachment I:

d. All additional Second Choice entrees above the contracted amount will be billed at $1.29 per entrée. Nursing Sack Meals will be billed at $2.59 per sack meal.

The ATTACHMENT II referenced in Section 2, Compensation, is hereby amended to read as follows:

For the "A. Cost Proposal Tables: b. Department of Health: Las Vegas Medical Center", the amounts listed are revised to the following:

| Food    | Supplies | Direct Labor | Taxes & Benefits | Profit & Overhead | "TOTAL (calculated)"
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.880</td>
<td>$0.290</td>
<td>$0.460</td>
<td>$0.230</td>
<td>$0.190</td>
<td>$3.050</td>
</tr>
</tbody>
</table>

Section 2, Term, is hereby amended to read as follows:

3. Term.

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2018 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for five (5) years from the date of award with the option to extend for a period of three (3) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]  
Agency  
Date: [Date]

By: [Signature]  
Agency's Legal Counsel—Certifying legal sufficiency  
Date: [Date]

By: [Signature]  
Contractor  
Date: [Date]

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-313149-00-7  
Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature]  
Taxation and Revenue Department  
Date: [Date]

This Agreement has been approved by the SPA:

By: [Signature]  
State Purchasing Agent  
Date: [Date]  
Effective: [Date]

Contractor initials [Initials]
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor  
0000099943  
Trinity Services 1, LLC  
380 Scarlet Blvd.  
Oldsmar, FL 34677  

Telephone No.: 508-341-1818

Contract Number: 20-000-00-00070AC

Contract Amendment No.: Twenty-seven

Term: November 1, 2012 – October 31, 2018

Procurement Specialist: Savannah Quintana

Telephone No.: (505) 827-0483

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2017 to October 31, 2018 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/24/2017

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
October 18, 2017

Savannah Quintana
State Purchasing Division
General Services Department
1100 St. Francis Drive Room 2016
Santa Fe, NM 87505

RE: Contract 20-000-00-00070

Dear Savannah,

The above mentioned contract between the State of New Mexico, General Services Department, State Purchasing Division on behalf of the New Mexico Department of Public Safety (DPS) and Trinity Services will expire on 10/31/2017. DPS Law Enforcement Academy is satisfied with doing business with Trinity Services, therefore DPS requests an extension to the contract for one (1) year under the same terms and conditions of the Services Contract 20-000-00-00070 and the corresponding Statewide Price Agreement 20-000-00-00070.

Trinity Services has requested a 1% increase in pricing for the next year on the contract. Please see the attached three (3) originals signed by Trinity Services LLC acknowledging their agreement to extend one (1) year with the 1% price increase. DPS is in agreement with requested price increase. The new term of the contract will be November 1, 2017 to October 31, 2018.

Department of Public Safety would appreciate your favorable consideration of the request for the term extension and the price increase.

Please call or email me the contract is fully executed and ready for pick-up.
If you have any questions or concerns please feel free to contact me at 505-827-9626 or email me at MaureenaR.Williams@state.nm.us.

Thank you,

Maureena R. Williams, Contract Manager
Department of Public Safety
Services Contract No. 20-000-00-00070

STATE OF NEW MEXICO
Department of Public Safety, Law Enforcement Academy Food Services
AMENDMENT No. Five (5)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, Law Enforcement Academy, hereinafter referred to as the "Procuring Agency" and Trinity Services I, LLC, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS follows:

2. Compensation.
   A. Under this Amendment, the Procuring Agency shall pay to the Contractor in full for services satisfactorily performed at the rate per meal as indicated below and as reflected in the NM Fiscal Year 2018 Sliding Scale, attached hereto as Attachment 1 and incorporated herein to this Amendment: 1.0% increase on the price per meal.

3. Term.
   THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO STATE PURCHASING AGENT. This Contract as amended shall terminate on October 31, 2018, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. This Amendment reflects year number five (5) of the available seven (7) additional option years as stated in the original contract. The contract is not to exceed a total of eight (8) years in duration.

All other articles of, and Amendments to, Services Contract No. 20-000-00-00070 remain the same.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK AND THE PARTIES SIGNATURES APPEAR ON THE FOLLOWING PAGE.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the NM State Purchasing Agent below, or a specified date, whichever is later.

By: [Signature]  
Scott Weaver, Cabinet Secretary or designee  
Department of Public Safety  
Date: 10/17/17

By: [Signature]  
Elizabeth Trickey, Deputy Chief Counsel or designee  
Department of Public Safety  
Date: 10-17-17

By: [Signature]  
Michael Gutierrez, Chief Financial Officer or designee  
Department of Public Safety  
Date: 10-16-2017

By: [Signature]  
Trinity Services I, LLC  
Date: 10-16-2017

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-229480-00-8

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature]  
Nicole Vigil  
Taxation and Revenue Department  
Date: 10/18/17

This Agreement has been approved by the NM State Purchasing Agent:

By: [Signature]  
Lawrence O. Maxwell, NM State Purchasing Agent or designee  
Date: 10/14/17
Trinity Services Group  
New Mexico State DPS Academy  
NM Fiscal Years 2017 – 2018  
1.0% Sliding Scale  

Cost Group  
DPS Law Enforcement Academy  

NM State Fiscal Year 2018 Sliding Scale

<table>
<thead>
<tr>
<th>Number of Meals Per Month</th>
<th>Current Price Per Meal</th>
<th>1.0% Increase</th>
<th>New Cost Per Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1500</td>
<td>$11.732</td>
<td>$0.117</td>
<td>$11.849</td>
</tr>
<tr>
<td>1501 - 2000</td>
<td>$9.367</td>
<td>$0.094</td>
<td>$9.461</td>
</tr>
<tr>
<td>2001 - 3000</td>
<td>$8.852</td>
<td>$0.089</td>
<td>$8.941</td>
</tr>
<tr>
<td>3001 - 4000</td>
<td>$7.490</td>
<td>$0.075</td>
<td>$7.565</td>
</tr>
<tr>
<td>Greater than 4000</td>
<td>$6.652</td>
<td>$0.067</td>
<td>$6.719</td>
</tr>
<tr>
<td>Snacks</td>
<td>$1.607</td>
<td>$0.016</td>
<td>$1.623</td>
</tr>
</tbody>
</table>
Awarded Vendor
0000009332
Summit Food Service Management, LLC.
1751 West County Rd. B, Suite 30
Roseville, MN 55113

Telephone No.: 651-203-3552

<table>
<thead>
<tr>
<th>Ship to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invoice:</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Requested</td>
</tr>
</tbody>
</table>

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2017 to October 31, 2018 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/23/2017

Contract Number: 20-000-00-00070AD
Contract Amendment No.: Twenty-six
Term: November 1, 2012 – October 31, 2018

Procurement Specialist: Savannah Quintana
Telephone No.: (505) 827-0483
October 13, 2017

Savannah Quintana, Procurement Specialist
GSD/State Purchasing Division
Joseph Montoya Building
1100 St. Francis Drive RM 2016
Santa Fe, NM 87505

Re: Amendment number twenty-two (22) SWPA #20-000-00-00070AD Statewide Food Services

Dear Ms. Quintana:

CYFD requests an Amendment # 22 to extend SWPA #20-000-00-00070AD Statewide Food Services/Summit Food Service Management, LLC for an additional year from November 1, 2017 through October 31, 2017, replace attachment 2-Budget to reflect an consumer price index of 3% per meals and snacks and replace Attachment # 3-Revised CYFD Fiscal Standards and all other terms and conditions remain the same.

Attached:
1. Letter from Summit Food Service LLC agreeing to extend for an additional year, price increase with same terms and conditions;
2. Copy of CYFD most recent amendment # 21;
3. Copy of SWPA Amendment # 21 (last amendment indicated on SPD, SWPA web page);
4. Amendment # 22 to extend from 11/1/2017 through 10/31/2018, replace attachment 2-Budget and Attachment # 3-CYFD Administrative and Fiscal Standards;
5. Letter from CYFD requesting to extend.

If you require further documentation please let me know as soon as possible. I can be reached at (505) 827-7855 or (505) 309-1993 and email elizabeth.montano@state.nm.us.

Thank you,

Elizabeth G. Montañó
Contracts Development Supervisor
Children, Youth, and Families Department
August 29, 2017

Ms. Maria Sanchez  
Children Youth and Family Department  
Juvenile Justice Division  
P.O. Drawer 5160  
Santa Fe, New Mexico 87502

Dear Ms. Sanchez:

Summit Food Service Management wishes to exercise the option to renew food services Contract #20-000-00-00070 effective November 1, 2017. Summit requests that the current rates for meals and snack meals be adjusted to reflect the increase of the consumer price index of 3%. The adjusted rates per meal and snacks served at the respective facilities will be as follows:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Unit</th>
<th>Adjusted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y.D.D.C.</td>
<td>Meal Rate</td>
<td>$3.81</td>
</tr>
<tr>
<td></td>
<td>Snack</td>
<td>$.56</td>
</tr>
<tr>
<td>J.P.T.C.</td>
<td>Meal Rate</td>
<td>$4.97</td>
</tr>
<tr>
<td></td>
<td>Snack</td>
<td>$.56</td>
</tr>
<tr>
<td>Camino</td>
<td>Meal Rate</td>
<td>$3.81</td>
</tr>
<tr>
<td></td>
<td>Snack</td>
<td>$.56</td>
</tr>
</tbody>
</table>

All other terms and conditions of the contract shall remain in effect.

Thank you for your consideration to this request.  
Respectfully

Ian Tillotson  
District Manager
STATE OF NEW MEXICO  
CHILDREN YOUTH AND FAMILIES DEPARTMENT  
SERVICES CONTRACT  
AMENDMENT NO. Twenty-Two  

THIS AGREEMENT is made and entered into by and between the State of New Mexico, CHILDREN, YOUTH AND FAMILIES DEPARTMENT, hereinafter referred to as the "Agency," and SUMMIT FOOD SERVICE MANAGEMENT LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department, State Purchasing Division/State Purchasing Agent (SPD/SPA).  

PURPOSE OF AMENDMENT:  

1. Amend Section to extend the term of the agreement from November 1, 2017 through October 31, 2018.  
2. Replace Attachment 2-Budget (Amendment #22) to reflect an increase in price per meal.  
3. Amend to replace Attachment #3 CYFD Administrative and Fiscal Standards.  

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:  

Section 3, Term, is hereby amended to read as follows:  

3. **Term.**  

- THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING DIVISION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on October 31, 2018, unless terminated pursuant to paragraph 4 or paragraph 5 of the contract.  

All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]
Agency, Children, Youth and Families Department
Date: 10-16-17

By: [Signature]
Agency's Legal Counsel – Certifying legal sufficiency
Date: 10/14/17

By: [Signature]
Agency’s Chief Financial Officer
Date: 10/13/17

By: [Signature]
Summit Food Service Management LLC
Date: 10/19/17

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes. Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

ID Number: 03-013817005
By: [Signature]
Taxation and Revenue Department
Date: 10/10/17

This Agreement has been approved by the State Purchasing Division/State Purchasing Agent (SPD/SPA):

By: [Signature]
State Purchasing Agent
Date: 10/23/17
Revised Attachment 2 – Budget

Dated August 30, 2017

COST PER MEAL TABLE

Prices listed are in effect from November 1, 2017 through October 31, 2018

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC</td>
<td>$3.81</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC Snacks</td>
<td>$0.56</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC</td>
<td>$3.81</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC Snacks</td>
<td>$0.56</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC</td>
<td>$4.97</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC Snacks</td>
<td>$0.56</td>
<td>Summit</td>
</tr>
</tbody>
</table>

The above listed awarded vendor and pricing are based on the State Agency’s calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts, and number of meals served are subject to negotiation for other Government Entities based on their needs as the time of Contract for use of the Statewide Price Agreement, SCOPE OF WORK cannot change.

In the event of the product costs increased an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

FUNDING INFORMATION

General Fund
CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S
ADMINISTRATIVE
AND
FISCAL STANDARDS

For Sole Proprietors,
For Non-Profit Organizations,
Local Bodies of Government,
And
For-Profit Incorporated Entities

Revised February 16, 2017

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and Agreement requirements, the Agreement supersedes the Administrative and Fiscal Standards.
ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the Non-Profit Organization has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the Contractor is located.

2. The Board shall ensure that the Non-Profit Organization has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the Non-Profit Organization’s by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

3. The Board shall ensure that the Non-Profit Organization complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The Non-Profit Organization shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the Non-Profit Organization’s Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.
For All Contractors

Personnel

1. The Contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The Contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in Procuring Agency and personnel policies and procedures.

3. The Contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) within the Contractor entity. Each job description shall include, at a minimum:
   a. Job title;
   b. Salary range;
   c. Duties;
   d. Responsibilities of the positions;
   e. Required minimum experience;
   f. Required minimum training;
   g. Required minimum education.

4. The Contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer or employee. A personnel record on each volunteer or employee shall contain, at a minimum:
   a. Job description;
   b. Initial application/resume;
   c. Documentation of reference letters;
   d. Result of employment investigation;
   e. Background checks;
      1. Procuring Agency Contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to children. Additionally, all Information Technology (IT) Contractors are required to have a background check. The Contractor must submit to Procuring Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. Procuring Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A Procuring Agency eligibility letter must be in the employee, volunteer or staff member’s personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to children.
f. Education/experience required;
g. Wage and salary information;
h. Job performance evaluation;
i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
j. Incident reports;
k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee and volunteer records must be kept in a locked file to ensure confidentiality.

5. The Contractor shall be headed by a director. The director shall be responsible for the daily operation of the Contractor through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the Contractor’s programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American’s with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

Space left blank intentionally.
FISCAL STANDARDS

For All Contractors

Compliance

1. The Contractor shall comply with all federal and state statutes, rules and regulations. 
   Cost principles, administrative requirements and audit requirements, applicable to
   federal grants shall apply to state funds as referenced in the section Source Sheet of the
   CYFD Administrative and Fiscal Standards.

2. The Contractor shall comply with all aspects of the provision of the contract, including
   all insurance, bonding and audit and financial reporting requirements.

3. The Contractor (non-federal entities and applicants) must disclose all violations of
   Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting
   the Federal award.

4. The Contractor (non-federal entities and applicants) shall maintain a code of conduct
   policy that includes annual review and disclosure of any employee, board member or
   subcontractor (e.g., consultants or independent contractors) that may have a conflict of
   interest or conviction of a misdemeanor or felony, had a judgment withheld or
   deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The Contractor, (with the exception of New Mexico higher education institutions,
   executive, judicial, and legislative branches of state government) shall obtain and
   maintain at all times during the term of this Agreement an Employee Dishonesty Policy
   covering the activities of the contractor in the amount of no less than 25% of the total
   (cumulative) dollar amount of the current Procuring Agency Agreement(s).

2. The Contractor shall obtain and maintain at all times during the term of this Agreement
   a general and professional liability insurance policy issued by an insurance company
   licensed to do business in the State of New Mexico. The policy shall include liability
   insurance coverage provided in the amount of at least one hundred thousand dollars
   ($100,000) for damage to or destruction of property arising out of a single occurrence;
   three hundred thousand dollars ($300,000) to any person for any number of claims
   arising out of a single occurrence for all damages other than property damage; or five
   hundred thousand dollars ($500,000) for all claims arising out of a single occurrence.
   The policy shall be secured by the Contractor within thirty (30) days of the effective
date of the current Agreement.

3. The Contractor, (with the exception of New Mexico higher education institutions
   executive, judicial, and legislative branches of state government) if insured by
General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the Contractor, which is furnished or owned by the Procuring Agency or in which the Procuring Agency has a financial interest, within thirty (30) days of the effective date of the current Agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover the Procuring Agency's loss, if any to such property, in the event of fire or other hazard.

4. The Contractor, (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an “Additional Insured” with the insurance carrier of the Contractor's liability insurance. A copy of the Contractor's “Certificate of Liability Insurance” proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The Contractor must maintain the following books of record:

1. Chart of Accounts

2. General Ledger

3. Cash Receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.

5. Subsidiary ledgers, if applicable to the organization.

6. Any Capital Outlay Inventory purchased with Procuring Agency funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
   e. Location and use of property;
   f. Disposition data including date and price, if any.

7. Payroll journals and employee earnings records.

8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
   c. Authorized check signatures;
   d. Bank reconciliations;
   e. Separation of duties;
f. Accounting system;

g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)

h. Cost allocation method;

i. Accounting policies for donations.

j. Conflict of Interest Policy

Reports

1. The Contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The Contractor shall complete in full and submit the required forms of the New Mexico State Department of Labor.

3. The Contractor shall submit timely program and financial reports to the funding procuring agencies as specified in the Agreements.

Retention of Records

The following are the requirements for the retention of financial records:

1. The Contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to the Agreement services, and all operating financial documentation which shall be subject to inspection by the Procuring Agency and if applicable, the New Mexico State Auditor or their designee.

2. The Procuring Agency shall have a right to audit billings and related documents both before and after payment. Payments made under an Agreement between the Contractor and the Procuring Agency shall not foreclose the right of the Procuring Agency to recover excessive, illegal payments, and/or payments which are not in accordance with the Agreement.

3. The Contractor shall maintain the funds from the Procuring Agency Agreement separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Procuring Agency as described in this Administrative and Fiscal Standards Guidance.

4. The financial management systems established by the Contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each Agreement must be prepared and submitted to the Procuring Agency at the same time as the annual financial audit or financial statement. The Schedule must include the
Audit and financial reporting requirements are applicable to all Contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor Contractors receiving Procuring Agency funds under one hundred thousand dollars ($100,000.00) must submit to the Procuring Agency the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the Procuring Agency Agreement and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a Contractor receiving under two hundred fifty thousand dollars ($250,000.00) per year in cumulative Procuring Agency funds (a total of all Procuring Agency Agreements awarded to the Contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The Contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The Contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Procuring Agency’s Contract Audit Unit within three (3) months of the Contractor’s fiscal year end.

   b) This section (Section 2) does not apply to sole proprietor Agreements covered under Audits section 1.

3. Audits for a Contractor receiving two hundred fifty thousand dollars ($250,000.00) to five hundred thousand dollars ($500,000.00) per year in cumulative Procuring Agency funds (a total of all Procuring Agency Agreements awarded to the Contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The Contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with Agreement requirements in accordance established by the American Institute of Certified Public Accountants. The AUP report shall be submitted to the Procuring Agency’s Contract Audit Unit within nine (9) months of the Contractor’s fiscal year end.
b) The Contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two (2)-year break.

c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

4. Audits for a Contractor receiving five hundred thousand dollars ($500,000.00) or greater per year in cumulative Procuring Agency funds must disclose how much funding is being received from governmental funds (a total of all Procuring Agency Agreements awarded to the Contractor with in a fiscal year):

a) The Contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Procuring Agency’s Contract Audit Unit within nine (9) months of the Contractor’s fiscal year end. The Contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

b) The Contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two (2)-year break.

c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

5. A Contractor receiving over seven hundred fifty thousand dollars ($750,000.00) per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the Contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The Contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

a) The audited financial statements shall be submitted to the Procuring Agency’s Contract Audit Unit within nine (9) months of their fiscal year end. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
b) The Contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two (2)-year break.

c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502
ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

State of New Mexico Manual of Model Accounting Practices (MAP’s) issued by the New Mexico Department of Finance and Administration-Financial Control Division
http://www.nmdfa.state.nm.us/Manuals.aspx

The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
• Subpart A – Acronyms and Definitions
• Subpart B- General Provisions
• Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
• Subpart D- Post Federal Award Requirements
• Subpart E- Cost Principles
• Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS


FASB and AICPA Statements and Professional Pronouncements.
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive
scaled proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a scaled 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any:
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: ____________________________

Relation to Prospective Contractor: ____________________________

Date Contribution(s) Made: ____________________________

Amount(s) of Contribution(s) ____________________________


Page 2 of 3

DFA Disclosure Form/Sept. 2017
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 10/4/15

Title (Position) __________________________
Awarded Vendor
0000009332
Summit Food Service Management, LLC.
1751 West County Rd. B, Suite 30
Roseville, MN 55113

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD
Contract Amendment No.: Twenty-five
Term: November 1, 2012 - October 31, 2017

Procurement Specialist: Savannah Quintana
Telephone No.: (505) 827-0499

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2016 to October 31, 2017 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 10/31/2016

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
September 12, 2016

Lori Vigil
General Services & Procurement Bureau Chief, CPO
New Mexico Corrections Department
4337 State Road 14
Santa Fe, NM 87508

Dear Ms. Vigil:

Summit Food Service Management wishes to exercise the option to renew Food Services Contract #20-000-00-00070 effective November 1, 2016 at the same terms and conditions and without a price increase.

Due to the fact that Summit has forfeited their price increase for the past two renewal years, Summit respectively requests a 3% increase to the price per meal for 2017-2018 year of service (should the parties further renew this Contract.)

In addition, the average CPI-Food Away From Home series for July indicates an average of 2.6% over the past 4 years. Summit would like to respectfully request a 2.6% increase to the price per meal for the 2018-2019 service year (should the parties further renew this Contract.)

If you have any questions or require any further clarification please, do not hesitate to contact me.

Sincerely,

[Signature]

Tom Cusimano, CEO
Summit Food Service

1751 County Road B West, Ste. 300 • Roseville, Minnesota 55113 • Office (651) 631-0940 • Fax (651) 631-0941
Hi India,

We are in the process of submitting an extension request for the Summit Food Services Management price agreement # 20-000-00-00070AD, however we need to include additional language in this FY’s amendment. It expires today. We can’t afford a lapse in services so just letting you know we are working on the language and hope to get the extension request to you here shortly. Just wanted you to be aware. Thanks!! 😊

Kathleen Y. Branchal
Deputy Bureau Chief of GSB
NM Department of Corrections
505.827.8673
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070
New Mexico Corrections Department Facilities
CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

PURPOSE:

Purpose of this Amendment is to include compensation for religious and medical meals. Religious meals will be an additional $1.82 per meal served (1.487+1.82=3.307). The initial 20 Medical meals served at each facility will be charged the regular meal rate (1.487). Thereafter, Medical meals exceeding the initial 20 served will be charged an additional $0.42 per meal served (0.42+1.487=1.907). Scope of Work is amended to reflect Medical and Religious meal language; specifically item N-Menus as identified in Attachment 1 of this Amendment.

1. **Compensation.**
   A. The Procuring Agency shall pay to the contractor for services satisfactorily performed at the rate per meal as indicated. Such compensation shall not exceed $1.487 per regular meal served, $3.307 per religious meal served, and $1.907 per medical meals served exceeding the initial 20 at each prison facility including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Procuring Agency to the Contractor. This amount is the maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein.

   B. and C. under Compensation remain the same.

2. **Term.**

   THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Contract is extended for one (1) additional year under the same terms, and conditions and new pricing as indicated in the Compensation narrative unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPD below, or a specified date, whichever is later.

By: [Signature]
Agency
Date: 12/20/16

By: [Signature]
Agency’s Legal Counsel – Certifying legal sufficiency
Date: 12-2-16

By: [Signature]
Agency’s Chief Financial Officer
Date: 12-5-16

By: [Signature]
Contractor/Summit Food Service Management
Date: 11/31/16

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes. Taxation and Revenue is only verifying the registration and will not confirm or deny any taxability statements contained in this contract.

ID Number: 03-013817-00-5

By: [Signature]
Taxation and Revenue Department
Date: 12/14/16

This Agreement has been approved by the SPA:

By: [Signature]
State Purchasing Agent
Date: 12/2/16

[Note: Date stamped 'Oct 31, 2016']
ATTACHMENT 1
NEW MEXICO CORRECTIONS DEPARTMENT-PRISON
FACILITIES DETAILED SCOPE OF WORK AND ADDITIONAL
AGENCY SPECIFIC TERMS AND CONDITIONS

I. DETAILED SCOPE OF WORK

The scope of work shall consist of operating a statewide food service program in accordance with New Mexico Environment Department standards, American Correctional Association Standards (fourth edition, as revised and/or supplemented) pertaining to food service and safety, and NMCD Policies and Procedures.

N. Menus

1. The Contractor will develop a 5-week cycle menu that meets the requirements contained in the following menu specifications. The menu shall identify: (i) the cooked weight serving size portion; (ii) the cooked weight of meat used in combination recipes; and, (iii) use of any item that contains textured vegetable soy protein. The Contractor shall provide a complete nutrient analysis and cooked weight serving size portion for every menu item.

   a. The Contractor shall prepare and serve well balanced meals which consist of a minimum of 2,800 calories per day for male inmates and 2,400 calories per day for female inmates. Protein must provide an average of 15% of total calories; carbohydrates must provide an average of 55% of total calories; and fat must provide an average of 30% of total calories with no more than 10% of calories from saturated fat. The Contractor will use Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences, National Research Council, to provide a generally recognized guideline of nutritional standards. The RDA’s Standards for all major vitamins and minerals must be met. Sodium must be limited to an average of 5 grams per day and cholesterol must be limited to an average of 500 mg per day or less. Typically "spicy" foods (e.g., Frito pie, chili stew, enchiladas, etc.) must be prepared with mild seasonings. Additional seasoning (e.g., peppers or salsa) shall be made available in the dining hall.

   b. The Contractor shall prepare meals to include foods consistent with the ethnic population of the facility. Flavor, texture, varieties and color combinations must also be considered. To decrease monotony, the 5-week cycle menu will be reviewed and revised by the Contractor at least annually. Unpopular menu items will be replaced by other more acceptable food items. Two menus (spring and summer) and (fall and winter) which reflect availability of seasonal foods, traditional holiday menus, and heavier foods during the colder weather months and light, cool, and crisp foods during the warmer weather months shall be provided.

   c. Breakfast: The Contractor shall prepare and serve a balanced breakfast each day. Breakfast shall consist of such foods as fruit or juice, cereal, eggs, toast or bread substitute and margarine. A beef or turkey product shall be served at breakfast at least four (4) times per week. Each breakfast meal shall include 8 ounces of milk and coffee in accordance with A ‘viands’ submitted menu. In addition, four (4) ounces of fruit drink in accordance with a ‘viands’ submitted menu shall be served four times per week. The food shall be rotated to provide variety in sufficient quality and quantity to satisfy the needs of designated persons taking this meal.

   d. Lunch/Dinner Meal: The Contractor shall prepare and serve balanced meals each day. The lunch and dinner meals shall consist of an entree, one (1) cooked vegetables or vegetable substitute, dessert, bread or bread alternative, margarine when appropriate, choice of available beverage, and salad. If tossed salad is served, it must contain lettuce and three additional raw vegetables such as tomato, celery, carrots or cabbage and include an appropriate salad dressing. At least one (1) of the salads
being served during the day (either the lunch or dinner meal) shall be of a fresh fruit or fresh vegetable variety. Every lunch and dinner entree shall use beef, poultry or fish as the protein component. The entree will consist of 3-4 ounces (cooked weight) of meat, fresh poultry, or fish; or 8 ounces (cooked volume) of stew or casserole containing meat. Each lunch and dinner meal shall include a beverage in accordance with A ‘viands’ submitted menu.

e. Miscellaneous: The Contractor shall provide two (2) desserts per day, one (1) at lunch, and one (1) at dinner. Either whole fresh fruit or sliced fresh fruit (4-6 ounce portion) shall be served not less than three (3) Times per week and may be served for dessert.

f. No pork, pork product, or pork byproduct will be used as a menu item or in the preparation of any menu item.

2. Future changes to the menu shall be certified by a registered dietitian along with a complete nutritional analysis and cooked weight portion size for each item on the specified menu for each meal as required in this paragraph M.1 (a-f). The menu submitted, once reviewed and approved by NMCD, shall be instituted by the Contractor upon contract start date. All requests for changes in the approved menu shall be submitted to the Adult Prisons Division Director who shall make the final decision concerning the appropriateness of the menu. The Director of Adult Prisons may require the serving of a special meal, not on the cycle menu, one time per calendar quarter at each facility, such meal to be implemented in recognition of good behavior or special circumstances. The menu for the special meal will be determined by NMCD, with the assistance and guidance of Contractor to ensure that such meal is generally within Contractor’s pricing parameters.

3. The Contractor is required to provide for religious diets. Religious diets will be provided to inmates who have been approved by NMCD, in accordance with policy, to receive a religious diet including a kosher meal. The Contractor will provide a heart healthy menu option and a female specific menu of fewer calories.

4. Where combination foods are on the menu, the Contractor shall make available the recipe providing the list of ingredients and their quantities, the number of servings, and the size of each serving with the five (5) week menu cycle. Holiday and special event menus shall be provided. At a minimum, the Contractor shall provide special dinners at all facilities on the following holidays;

New Mexico Corrections Department Holiday and Special Event Calendar
Martin L. King Day
Memorial Day Labor Day
Christmas Day
Spring Holiday
Independence Day
Thanksgiving Day
Super Bowl Sunday

a. For the traditional fall or winter holidays (i.e. Thanksgiving, Christmas and Martin Luther King Day), two (2) entrees shall be provided to each inmate to consist of either turkey or roast beef, excluding processed products. The ethnic population requirements and holiday requirements apply to food prepared and served for all.

b. For the spring or summer holidays (i.e. Spring Holiday, Memorial Day, Independence Day and Labor Day), the menu shall consist of two (2) entrees for each inmate to consist of either barbecue beef, or barbecue chicken. For each holiday, each inmate shall receive at least four (4) ounces of each entree served to consist of a total weight of (8) ounces for the meal. Processed meat products
may not be used in whole or in part to comply with the meat entree requirements.

c. For Super Bowl Sunday dinner, the Contractor shall provide a sack lunch which consists of the following: two sandwich rolls (hoagie bun, submarine bun, or the like); six (6) ounces of sliced roast beef and/or sliced roast turkey lunch meat; two (2) ounces of sliced low fat cheese; lettuce, sliced tomato, sliced onion, pickles, jalapeno, mayonnaise, and mustard; two (2) ounces of commercially packaged potato chips; % cup of potato salad; one (1) commercially packaged candy bar of at least one-and-a-half (1.5) ounces; a 12-ounce can/plastic bottle of carbonated soda.

6. Sack Lunches: The Contractor shall prepare and date all sack lunches as may be requested. The sack lunch shall consist of two (2) sandwiches containing a minimum of 1 1/2 ounces of protein complement per sandwich, a piece of fruit, a dessert, one (1) commercially package of potato chips or other similar item, and a beverage. A larger sack lunch for outside work details containing additional food items may be prepared and charged for at 1 1/2 times the normal meal cost at the discretion of the Facility Warden. The Contractor shall vary the type of meat and other items in the sandwiches on a strict rotation basis to avoid repetition. The Contractor shall provide a five-week sack lunch menu. The menus shall have a variety of meals.

7. Lockdown Menus

a. The Contractor shall provide actual menus for the first three (3) days of a facility lockdown.

b. If the lockdown continues beyond three (3) days, the Contractor shall submit additional menus for the designated facility.

c. The Contractor shall maintain a three (3) day inventory for the lockdown menu.

8. All menus shall be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor, including the nutrient analysis and portion size for all items as served. The Contractor shall cite references used to determine nutritional value.

9. All menus shall be reviewed and approved by the NMCD dietitian.

All other articles of this contract remain the same.
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor  
0000042295  
Morrison Management Specialist, Inc.  
5801 Peachtree Dunwoody Rd.  
Atlanta, GA 30342  

Telephone No.: 817-528-0970

Contract Number: 20-000-00-00070AB

Contract Amendment No.: Twenty-four

Term: November 1, 2012 - October 31, 2017

Procurement Specialist: Savannah Quintana  
Telephone No.: (505) 827-0499

Ship to:  
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.

Invoice: As Requested

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2016 to October 31, 2017 at the same price, terms and conditions.

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]  
New Mexico State Purchasing Agent  

Date: 10/31/2016

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
DATE: October 28, 2016

TO: Savannah Quintana  
Procurement Specialist

FROM: Denise Pierce  
ASD Purchasing Supervisor

SUBJECT: 20-000-00-00070

The Department of Health would like to extend Price Agreement 20-000-00-00070 for another year from November 1, 2016 to October 10, 2017, with the same price, terms and conditions. Attached is a letter from the vendor, Morrison Management Specialist, Inc., indicating that they agree to extend the price agreement.

Attachments
October 28, 2016

The New Mexico Behavioral Health Institute
3695 Hot Springs Blvd
Las Vegas, NM  87701

Attention: Roger Romero, Director of Purchasing

Ref Contract:  20-000-00-00070AB

Dear Mr. Romero,

Please be advised that Morrison Management Specialist, Inc. wishes to renew contract 20-000-00-00070AB for FOOD SERVICES for an additional year under the same rates, terms and conditions. The Contract term period will be from November 1, 2016 thru October 31, 2017.

Should you have questions please contact me at 817-528-0970.

Respectfully,

[Signature]

By Niner
Regional Vice President

JN/vjb
STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT HEALTH  
SERVICES CONTRACT AMENDMENT No. 4

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the "Department," and Morrison Management Specialist, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The ATTACHMENT II referenced in Section 2, Compensation, is hereby amended to read as follows:

For the "A. Cost Proposal Tables: b. Department of Health: Las Vegas Medical Center", the amounts listed are revised to the following:

<table>
<thead>
<tr>
<th>Food</th>
<th>Supplies</th>
<th>Direct Labor</th>
<th>Taxes &amp; Benefits</th>
<th>Profit &amp; Overhead</th>
<th>TOTAL (calculated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.880</td>
<td>$0.290</td>
<td>$0.460</td>
<td>$0.230</td>
<td>$0.190</td>
<td>$3.050</td>
</tr>
</tbody>
</table>

Section 2, Term, is hereby amended to read as follows:

3. Term.

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2017 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for three (3) years from the date of award with the option to extend for a period of four (4) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: 

Agency 

Date: 1/22/15

By: 

Agency's Legal Counsel - Certifying legal sufficiency 

Date: 4/17/16

By: 

Contractor 

Date: 10/3/2016

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-313149-00-7

By: 

Taxation and Revenue Department 

Date: 1/3/16

This Agreement has been approved by the SPA:

By: 

State Purchasing Agent 

Date: 1/3/17

effective 10/31/16

Contractor Initials: 

Date: 

2
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor  
0000009332  
Summit Food Service Management, LLC  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113  

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD  
Contract Amendment No.: Twenty-three  
Term: November 1, 2012 - October 31, 2017

Procurement Specialist: Savannah Quintana  
Telephone No.: (505) 827-0499

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2016 to October 31, 2017 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent  
Date: 10/31/2016

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
DATE: October 31, 2016

TO: Savannah Quintana
    Procurement Specialist

FROM: Denise Pierce
      ASD Purchasing Supervisor

SUBJECT: 20-000-00-00070

The Department of Health would like to extend Price Agreement 20-000-00-00070 for another year from November 1, 2016 to October 31, 2017, with the same price, terms and conditions. Attached is a letter from the vendor, Summit Food Service Management indicating that they agree to extend the price agreement.

Attachments
October 26, 2016

Constance Renee Duran, Finance Director
Sequoia Adolescent Treatment Center
3405 W. Pan American Freeway NE
Albuquerque, NM 87107

Dear Ms. Duran,

Summit Food Service, LLC would like to continue to provide food services to Sequoia Adolescent Treatment Center. Summit requests that the current rates for meals and snacks be adjusted to reflect the increase of the Food and Beverage component from the Consumer Price Index which is averaged at 2.8% annually.

The adjusted meal and snack rates will be as follows:

When the Client census is 25 and under for a meal, the rates will be as follows:

<table>
<thead>
<tr>
<th>Current Meal Rate: $2.05 Per Meal Plus $113.19 a meal period</th>
<th>Current Snack Rate: $0.84</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Meal Rate: $2.11 Per Meal Plus $116.36 a meal period</td>
<td>Adjusted Snack Rate: $0.86</td>
</tr>
</tbody>
</table>

When the Client Census is 26 and over for a meal, the rates will be as follows:

<table>
<thead>
<tr>
<th>Current Meal Rate: $5.31</th>
<th>Current Snack Rate: $0.84</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Meal Rate: $5.46</td>
<td>Adjusted Snack Rate: $0.86</td>
</tr>
</tbody>
</table>

Staff Meals will be charged the same rate as the adjusted meal rate for the reporting period, but will not be included in the meal counts.

All other terms and conditions of the contract shall remain in full force and effect.

If you should have any questions or require further clarification, please do not hesitate to contact me.

Sincerely,

Mitch Speicher
CFO
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
SERVICES CONTRACT AMENDMENT NO. 3

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the “Department,” and Summit Food Services, LLC, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISION OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The Attachment II referenced in Section 3, Compensation, is hereby amended to read as follows:

The amounts listed are revised to the following:

When the client census is 25 and under for a meal:

Meal                                      Snack
$2.11 per meal plus $116.36 a meal period  $.86

When the Client Census is 26 and over for a meal:

Meal                                      Snack
$5.46                                      $.86

Section 4, Term, is hereby amended to read as follows:

4. Term

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on December 31, 2017 unless terminated pursuant to paragraph 4 (termination), or paragraph 5 (Appropriations of the original contract. The term of this Agency specific Price Agreement shall be for four (4) years from the date of award with the option to extend for a period of four (4) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of signature by the SPA.

[Signature]
Contractor initials
By: ___________________________ Date: 11/2/14
Agency

Date: 11/2/16

By: ___________________________ Date: 11/7/2016
Agency’s Legal Counsel-Certifying legal sufficiency

By: ___________________________
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

N.M. Tax Identification #: 03-013817-00-5

By: ___________________________ Date: 11-17-16
This Agreement has been approved by the SPA:

By: ___________________________ Date: 1-3-17
For
Taxation and Revenue Department
State Purchasing Agent

Effective 10/31/14.
October 26, 2016

Constance Renee Duran, Finance Director
Sequoyah Adolescent Treatment Center
3405 W. Pan American Freeway NE
Albuquerque, NM 87107

Dear Ms. Duran,

Summit Food Service, LLC would like to continue to provide food services to Sequoyah Adolescent Treatment Center. Summit requests that the current rates for meals and snacks be adjusted to reflect the increase of the Food and Beverage component from the Consumer Price Index which is averaged at 2.8% annually.

The adjusted meal and snack rates will be as follows:

When the Client census is 25 and under for a meal, the rates will be as follows:
- **Current Meal Rate:** $2.05 Per Meal Plus $113.19 a meal period
- **Adjusted Meal Rate:** $2.11 Per Meal Plus $116.36 a meal period
- **Current Snack Rate:** $.84
- **Adjusted Snack Rate:** $.86

When the Client Census is 26 and over for a meal, the rates will be as follows:
- **Current Meal Rate:** $5.31
- **Adjusted Meal Rate:** $5.46
- **Current Snack Rate:** $.84
- **Adjusted Snack Rate:** $.86

Staff Meals will be charged the same rate as the adjusted meal rate for the reporting period, but will not be included in the meal counts.

All other terms and conditions of the contract shall remain in full force and effect.

If you should have any questions or require further clarification, please do not hesitate to contact me.

Sincerely,

Mitch Speicher
CFO
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment  

Awarded Vendor  
0000099943  
Trinity Services I, LLC  
380 Scarlet Blvd.  
Oldsmar, FL 34677  

Telephone No.: 508-341-1818  

Contract Number: 20-000-00-00970AC  

Contract Amendment No.: Twenty-two  

Term: November 1, 2012 - October 31, 2017  

Procurement Specialist: Savannah Quintana  

Telephone No.: (505) 827-0499  

Ship to:  
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.  

Invoice:  
As Requested  

Title: Statewide Food Services  

This Contract Amendment is to be attached to the respective Contract and become a part thereof.  

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2016 to October 31, 2017 at the same price, terms and conditions.  

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.  

Accepted for the State of New Mexico  

[Signature]  

New Mexico State Purchasing Agent  

Date: 10/27/2016  

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
Department of Public Safety, Law Enforcement Academy Food Services
AMENDMENT No. Four (4)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, Law Enforcement Academy, hereinafter referred to as the "Procuring Agency" and Trinity Services I, LLC, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

2. Compensation.

   A. Under this Amendment, the Procuring Agency shall pay to the Contractor in full for services satisfactorily performed at the rate per meal as indicated below and as reflected in the NM Fiscal Year 2017 Sliding Scale, attached hereto as Attachment 1 and incorporated herein to this Amendment: 0.00% increase on the price per meal.

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO STATE PURCHASING AGENT. This Contract as amended shall terminate on October 31, 2017, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. This Amendment reflects year number four (4) of the available seven (7) additional option years as stated in the original contract. The contract is not to exceed a total of eight (8) years in duration.

All other articles of, and Amendments to, this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the NM State Purchasing Agent below, or a specified date, whichever is later.

By: 
Scott Weaver, Cabinet Secretary or designee
Department of Public Safety
Date: 10/13/16

By: 
Elizabeth A. Trickey, General Counsel or designee
Department of Public Safety
Date: 10-12-16

By: 
Bridgette Long, Chief Financial Officer or designee
Department of Public Safety
Date: 10-13-16

By: 
Trinity Services I, LLC
Date: 10.26.2016

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **03-229480-00-8**

By: 
Raymond Ramos
Taxation and Revenue Department
Date: 10/27/16

This Agreement has been approved by the NM State Purchasing Agent:

By: 
Lawrence O. Maxwell, NM State Purchasing Agent or designee
Date: 10/27/16
<table>
<thead>
<tr>
<th>Number of Meals Per Month</th>
<th>Current Price Per Meal</th>
<th>0% Increase</th>
<th>New Cost Per Meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 1500</td>
<td>$11.732</td>
<td>0.00</td>
<td>$11.732</td>
</tr>
<tr>
<td>1501 - 2000</td>
<td>$9.374</td>
<td>0.00</td>
<td>$9.374</td>
</tr>
<tr>
<td>2001 - 3000</td>
<td>$8.852</td>
<td>0.00</td>
<td>$8.852</td>
</tr>
<tr>
<td>3001 - 4000</td>
<td>$7.490</td>
<td>0.00</td>
<td>$7.490</td>
</tr>
<tr>
<td>Greater than 4000</td>
<td>$6.652</td>
<td>0.00</td>
<td>$6.652</td>
</tr>
<tr>
<td>Snacks</td>
<td>$1.571</td>
<td>0.00</td>
<td>$1.571</td>
</tr>
</tbody>
</table>
State of New Mexico  
General Services Department  
Purchasing Division  

Contract Amendment

Awarded Vendor  
000009332  
Summit Food Service Management, LLC  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113

Telephone No.: 651-203-3552

Contract Number: 20-000-00-00070AD

Contract Amendment No.: Twenty-one

Term: November 1, 2012 - October 31, 2017

Procurement Specialist: Savannah Quintana

Telephone No.: (505) 827-0499

Ship to:  
All State of New Mexico agencies, commissions, institutions, political subdivisions, and local public bodies allowed by law.

Invoice:  
As Requested

Title: Statewide Food Services

This Contract Amendment is to be attached to the respective Contract and become a part thereof.

In accordance with Contract provisions, and by mutual agreement of all parties, this Contract is extended from November 1, 2016 to October 31, 2017 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:

Please see attached documentation for further details.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 10/27/2016

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
CHILDREN YOUTH AND FAMILIES DEPARTMENT
SERVICES CONTRACT
AMENDMENT No. TWENTY-ONE

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Children, Youth and Families Department, hereinafter referred to as the "Agency," and Summit Food Service Management, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the State Purchasing Division, State Purchasing Agent (SPD-SPA).

PURPOSE OF AMENDMENT:

1. Amend Section to extend the term of the agreement from November 1, 2016 to October 31, 2017.
2. Amend to replace Attachment 2 – Budget (Amendment #21) to reflect an increase in price per meal.
3. Amend to replace Attachment #3 CYFD Administrative Fiscal Standards (Amendment #18) with Revised CYFD Administrative Fiscal Standards Attachment #3.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Term, is hereby amended to read as follows:

3. **Term.**

   • THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING DIVISION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on October 31, 2017, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

   All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]  
Agency, Children, Youth and Families Department  
Date: 10/19/16

By: [Signature]  
Agency's Legal Counsel - Certifying legal sufficiency  
Date: 10/19/16

By: [Signature]  
Agency’s Chief Financial Officer  
Date: 10/20/16

By: [Signature]  
Contractor/Summit Food Service Management  
Date: 11/30/16

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03013817005

By: [Signature]  
Taxation and Revenue Department  
Date: 10-4-16

This Agreement has been approved by the SPD/SPA:

By: [Signature]  
State Purchasing Agent  
Date: 10/27/16
Revised Attachment 2 – Budget  
Dated September 19, 2016  
COST PER MEAL TABLE

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico Corrections Department: CNMCF, SNMCF, WNMCF, PNM, RCC</td>
<td></td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Las Vegas Medical Center</td>
<td></td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Sequoyah Adolescent Treatment Center</td>
<td></td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Turquoise Lodge</td>
<td></td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC</td>
<td>$3.70</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC SNACKS</td>
<td>$0.55</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC</td>
<td>$3.70</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC SNACKS</td>
<td>$0.55</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC</td>
<td>$4.83</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC SNACKS</td>
<td>$0.55</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Corrections Department: Training Academy</td>
<td>500-1000</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>1001-1500</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>1501-2000</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>2001-over</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Public Safety: Law Enforcement Academy</td>
<td>0-1500</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>1501-2000</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>2001-3000</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>3001-4000</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>Greater than 4000</td>
<td>Summit</td>
</tr>
<tr>
<td></td>
<td>All Snacks</td>
<td>Summit</td>
</tr>
</tbody>
</table>

The above listed awarded vendor and pricing are based on the State Agency’s calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts and number of meals served are subject to negotiation for other Government Entities based on their needs at the time of Contract for use of this Statewide Price Agreement, SCOPE OF WORK cannot be changed.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.
REVISED ATTACHMENT 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Revised April 18, 2016

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.
1. ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.

2. The Board shall ensure that the agency has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the agency by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors
Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.

3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
   a. Job title;
   b. Salary range;
   c. Duties;
   d. Responsibilities of the positions;
   e. Required minimum experience;
   f. Required minimum training;
   g. Required minimum education.

4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum:
   a. Job description;
   b. Initial application/resume;
   c. Documentation of reference letters;
   d. Result of employment investigation;
   e. Background checks;
      1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
   f. Education/experience required;
   g. Wage and salary information;
   h. Job performance evaluation;
   i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
j. Incident reports;
k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

2. Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

3. FISCAL STANDARDS

For All Contractors

4. Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.

2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

3. The contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

4. The contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or subcontractor (e.g., consultants or independent contractors) that may have a conflict of interest or conviction of a misdemeanor or felony, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The contractor, (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy
covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).

2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, (with the exception of New Mexico higher education institutions executive, judicial, and legislative branches of state government) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any, to such property, in the event of fire or other hazard.

4. The contractor, (with the exception of New Mexico higher education institutions executive, judicial, and legislative branches of state government) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

5. Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts

2. General Ledger

3. Cash receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.

5. Subsidiary ledgers, if applicable to the organization.

6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
e. Location and use of property;
f. Disposition data including date and price, if any.

7. Payroll journals and employee earnings records.

8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
   c. Authorized check signatures;
   d. Bank reconciliations;
   e. Separation of duties;
   f. Accounting system;
   g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
   h. Cost allocation method;
   i. Accounting policies for donations.
   j. Conflict of Interest Policy

7. Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.

3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.

3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted
accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.

4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

**NOTE:** Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under $100,000.00 must submit to the Department the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under $250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department’s Contract Audit Unit within three (3) months of the contractor’s fiscal year end.

   b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.

3. Audits for a contractor receiving $250,000.00 to $500,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in
accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.

b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.

c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

4. Audits for a contractor receiving $500,000.00 or greater per year in cumulative Department funds must disclose how much funding is being received from governmental funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

   a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.

   c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

5. A contractor receiving over $750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also have available upon request the
Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.

c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

8. SOURCE SHEET

9. ADMINISTRATIVE REQUIREMENTS
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

State of New Mexico Manual of Model Accounting Practices (MAP’s) issued by the New Mexico Department of Finance and Administration-Financial Control Division
http://www.nmdfa.state.nm.us/Manuals.aspx

The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule

10. COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and Agreements Subtitle A Chapter II Part 200,
- Subpart A – Acronyms and Definitions
Subpart B- General Provisions
Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
Subpart D- Post Federal Award Requirements
Subpart E- Cost Principles
Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

11. AUDITS


FASB and AICPA Statements and Professional Pronouncements.
State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<table>
<thead>
<tr>
<th>Awarded Vendor</th>
<th>Price Agreement Number: <strong>20-000-00-00070 AD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Summit Food Service Management, LLC</td>
<td>Price Agreement Amendment No.: <strong>Twenty</strong></td>
</tr>
<tr>
<td>1751 West County Rd. B, Suite 30</td>
<td>Term: <strong>November 1, 2012 - October 31, 2015</strong></td>
</tr>
<tr>
<td>Roseville, MN 55113</td>
<td></td>
</tr>
<tr>
<td>Telephone No. 651-203-3552</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Ship To:</th>
<th>Procurement Specialist: <strong>India Garcia</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>All State of New Mexico agencies, commissions,</td>
<td>Telephone No.: <strong>(505) 827-0483</strong></td>
</tr>
<tr>
<td>institutions, political subdivisions and local</td>
<td></td>
</tr>
<tr>
<td>public bodies allowed by law.</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Invoice:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>As Requested</td>
<td></td>
</tr>
</tbody>
</table>

Title: **Statewide Food Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2015 to October 31, 2016 at the same terms and conditions for New Mexico Department of Health, Sequoyah Adolescent Treatment Center.

Also, increase current rates for meals and snacks by 2.9%. Price adjustment reflects the increase in the current Consumer Price Index and will be as follows:

| See below when the client census is 25 and under for a meal: | Current Snack Rate: $0.82
|--------------------------------------------------------------|--------------------------------------------------------------|
| Current Meal Rate: $1.99 per meal plus $110.00 a meal period | Adjusted Snack Rate: $0.84
| Adjusted Meal Rate: $2.05 per meal plus $113.19 a meal period |                                              |

See below when the client census is 26 and over for a meal:

<table>
<thead>
<tr>
<th>Current Meal Rate: $5.16</th>
<th>Current Snack Rate: $0.82</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjusted Meal Rate: $5.31</td>
<td>Adjusted Snack Rate: $0.84</td>
</tr>
</tbody>
</table>

Staff meals will be charged the same rate as the adjusted meal rate for the reporting period, but will not be included in the meal counts.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  
Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

Date: 10/30/2015
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
000009332  
Summit Food Service Management, LLC  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113  
Telephone No. (651) 203-3552

Price Agreement Number: 20-000-00-00070 AB

Price Agreement Amendment No.: Nineteen

Term: November 1, 2012 – October 31, 2016

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: India Garcia  
Telephone No.: (505) 827-0483

Invoice: As Requested

Title: Statewide Food Service

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2015 to October 31, 2016 at the same price, terms and conditions per attachment entitled New Mexico Department of Corrections Contract Amendment No. 1.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/30/2015

New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070
New Mexico Corrections Department Facilities
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

1. Term.

   THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Contract is extended for one (1) additional year under the same terms, conditions and prices, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

   All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By: [Signature]  
Agency  
Date: 10-28-15

By: [Signature]  
Agency's Legal Counsel – Certifying legal sufficiency  
Date: 10-28-15

By: [Signature]  
Agency's Chief Financial Officer  
Date: 10-28-15

By: [Signature]  
Contractor/Summit Food Service Management  
Date: 10-28-15
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-013817-00-5

By: [Signature]  
Taxation and Revenue Department  

Date: 10/29/15

This Agreement has been approved by the SPA:

By: [Signature]  
State Purchasing Agent  

Date: 10/30/15
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
0000009332  
Summit Food Service Management, LLC  
1751 West County Rd. B, Suite 30  
Roseville, MN 55113  
Telephone No. (651) 203-3552

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Price Agreement Number: 20-000-00-00070 AD  
Price Agreement Amendment No.: Eighteen  
Term: November 1, 2012 – October 31, 2016

Procurement Specialist: India Garcia  
Telephone No.: (505) 827-0483

Title: Statewide Food Service

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2015 to October 31, 2016 with the same terms and conditions per attachment entitled New Mexico Children Youth and Families Department Contract Amendment No. 16. Also included in said Amendment No. 16 and effective upon amendment execution is a revised compensation Schedule.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico  

New México State Purchasing Agent  

Date: 10/27/2015

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO

CHILDREN YOUTH AND FAMILIES DEPARTMENT
Food Services for JJS
GENERAL SERVICES CONTRACT
AMENDMENT NO. SIXTEEN

THIS AGREEMENT is made and entered into by and between the State of New Mexico, CHILDREN, YOUTH AND FAMILIES DEPARTMENT, hereinafter referred to as the "Agency," and SUMMIT FOOD SERVICE MANAGEMENT, LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the State Purchasing Division, State Purchasing Agent (SPD-SPA).

PURPOSE OF AMENDMENT:

1. Revise section to extend the term of the agreement from November 1, 2015 to October 31, 2016.
2. Revise Attachment 2 – Budget (Amendment #15 executed on 10/30/2014) to reflect an increase in price per meal.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Term, is hereby amended to read as follows:

3. Term.

THIS AGREEMENT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY SPD/SPA. This Agreement shall terminate on October 31, 2016 unless terminated pursuant to paragraph 4, or paragraph 5 of the contract.

All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By: Monique Jacobson, CYFD Cabinet Secretary or Designee
Date: 10/26/15

By: CYFD Legal Counsel – Certifying legal sufficiency
Date: 10-16-15

By: Sandra Steckler, CYFD Chief Financial Officer
Date: 10-24-15

By: Summit Food Service Management
Date: 10.15.15

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: #03-013817-005
By: Taxation and Revenue Department
Date: 10/10/15

This Agreement has been approved by the SPD/SPA:
By: State Purchasing Agent
Date: 10/30/15
**Revised Attachment 2 – Budget dated 9/29/15**

**COST PER MEAL TABLE**

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC</td>
<td>$3.63</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC Snacks</td>
<td>$0.54</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC</td>
<td>$3.63</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC Snacks</td>
<td>$0.54</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC</td>
<td>$4.74</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC Snacks</td>
<td>$0.54</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: LPYC</td>
<td>$9.25</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: LPYC Snacks</td>
<td>$0.83</td>
<td>Summit</td>
</tr>
</tbody>
</table>

Prices are in effect from November 1, 2015 through October 31, 2016
REVISED ATTACHMENT 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT’S
ADMINISTRATIVE
AND
FISCAL STANDARDS

For Sole Proprietors,
For Non-Profit Organizations,
Local Bodies of Government,
And
For-Profits Incorporated Entities

Note: All contractors are required to adhere to all local, state and federal regulations as applicable

CYFD Last Revised 04-01-15
to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.

2. The Board shall ensure that the agency has current bylaws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency’s Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The
organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.

3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
   a. Job title;
   b. Salary range;
   c. Duties;
   d. Responsibilities of the positions;
   e. Required minimum experience;
   f. Required minimum training;
   g. Required minimum education.

4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum:
   a. Job description;
   b. Initial application/resume;
   c. Documentation of reference letters;
   d. Result of employment investigation;
   e. Background checks;
   1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
   f. Education/experience required;
   g. Wage and salary information;
   h. Job performance evaluation;
   i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
   j. Incident reports;
   k. Commendations or disciplinary actions (if any).
This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor’s programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American’s with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.

2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).

2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims
arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD’s loss, if any to such property, in the event of fire or other hazard.

4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall name Children, Youth and Families Department as an “Additional Insured” with the insurance carrier of the contractor’s liability insurance. A copy of the contractor’s “Certificate of Liability Insurance” proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
   e. Location and use of property;
   f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
   c. Authorized check signatures;
d. Bank reconciliations;
e. Separation of duties;
f. Accounting system;
g. Travel;
h. Cost allocation method;
i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.

3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.

3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.

4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits
NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under $100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form “Schedule C”. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under $150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall prepare financial statements that include a Revenue and Expenditure — Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures — Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.

   b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.

3. Audits for a contractor receiving $150,000.00 to $300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.

   b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.

4. Audits for a contractor receiving $300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year):
a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over $500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.

   b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

6. Financial Statements, AUP and Audits must be mailed to:

   Children, Youth and Families Department
   Contract/Audit Unit
   P.O. Box 5160
   Santa Fe, NM 87502

   SOURCE SHEET

   ADMINISTRATIVE REQUIREMENTS
   Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

   OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

   COST PRINCIPLES
OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS
OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.


FASB and AICPA Statements and Professional Pronouncements.
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000099943
Trinity Services 1, LLC
380 Scarlet Blvd.
Oldsmar, FL 34677

Telephone No. (508) 341-1818

Price Agreement Number: 20-000-00-00070 AC

Price Agreement Amendment No.: Seventeen

Term: November 1, 2012 – October 31, 2016

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

Invoice:
As Requested

Title: Statewide Food Service

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2015 to October 31, 2016 with the same terms and conditions per attachment entitled New Mexico Department of Public Safety Contract Amendment No. 3. Also included in said Amendment No. 3 and effective upon amendment execution is a revised compensation Schedule.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

New Mexico State Purchasing Agent

Date: 10/27/2015

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO
Department of Public Safety, Law Enforcement Academy Food Services
AMENDMENT No. Three (3)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, Law Enforcement Academy, hereinafter referred to as the "Procuring Agency" and Trinity Services I, LLC, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

2. **Compensation.**

   A. Under this Amendment, the Procuring Agency shall pay to the Contractor in full for services satisfactorily performed at the rate per meal as indicated below and as reflected in the NM Fiscal Year 2016 Sliding Scale, attached hereto as Attachment 1 and incorporated herein to this Amendment:

   **1.2% increase on the price per meal.**

3. **Term.**

   THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO STATE PURCHASING AGENT. This Contract as amended shall terminate on October 31, 2016, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. This Amendment reflects year number three (3) of the available seven (7) additional option years as stated in the original contract. The contract is not to exceed a total of eight (8) years in duration.

4. **Attachment 1.**

   The Department of Public Safety, Detailed Scope of Work and Agency Specific Terms and Conditions are modified as follows:

   (i) The requirements for minimum positions contained in Section II, paragraph one (1) are removed subject to the continuing requirement that the assigned personnel shall provide not only adequate food service but also be sufficient to ensure the safety and cleanliness of the food services department that meets the needs of the Department of Public Safety as situations dictate.

   (ii) The requirement to provide Deli meals in Section IV is removed with additional options available on the salad bar.

   **All other articles of, and Amendments to, this contract remain the same.**
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the NM State Purchasing Agent below, or a specified date, whichever is later.

By: [Signature] Date: 10/4/15
Gregory J. Fouratt, Cabinet Secretary or designee
Department of Public Safety

By: [Signature] Date: 10/9/15
Elizabeth Trickey, Deputy Chief Counsel or designee
Department of Public Safety

By: [Signature] Date: 10/13/2015
Dianna DeJarnette, Chief Financial Officer or designee
Department of Public Safety

By: [Signature] Date: 10/15/15
Trinity Services I, LLC

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-229480-00-8

By: [Signature] Date: 10/15/15
Taxation and Revenue Department

This Agreement has been approved by the NM State Purchasing Agent:

By: [Signature] Date: 10/30/15
Lawrence O. Maxwell, NM State Purchasing Agent or designee
**Trinity Services Group**  
**New Mexico State DPS Academy**  
**NM Fiscal Years 2016 – 2017**  
**1.2% Sliding Scale**

**Cost Group**  
**DPS Law Enforcement Academy**

**NM State Fiscal Year 2016 Sliding Scale**

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<tr>
<th>Number of Meals Per Month</th>
<th>Current Price Per Meal</th>
<th>1.2% Increase</th>
<th>New Cost Per Meal</th>
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State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
0000042295  
Morrison Management Specialist, Inc.  
5801 Peachtree Dunwoody Rd.  
Atlanta, GA 30342  
Telephone No. (817) 528-0970

Price Agreement Number: 20-000-00-00070 AB

Price Agreement Amendment No.: Sixteen

Term: November 1, 2012 – October 31, 2016

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested

Procurement Specialist: India Garcia  
Telephone No.: (505) 827-0483

Title: Statewide Food Service

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2015 to October 31, 2016 with the same terms and conditions per attachment entitled New Mexico Department of Health Services Contract Amendment No. 3. Also included in said Amendment No. 3 and effective upon amendment execution is a revised compensation Schedule.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico  
  
Date: 10/27/2015

New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT HEALTH  
SERVICES CONTRACT AMENDMENT No. 3

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the "Department," and Morrison Management Specialist, Inc., hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The ATTACHMENT II referenced in Section 2, Compensation, is hereby amended to read as follows:

For the "A. Cost Proposal Tables: b. Department of Health: Las Vegas Medical Center", the amounts listed are revised to the following:

| Food   | Supplies | Direct Labor | Taxes & Benefits | Profit & Overhead | "TOTAL (calculated)"
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Section 2, Term, is hereby amended to read as follows:

3. Term.

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2016 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for three (3) years from the date of award with the option to extend for a period of six (5) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.

[Contractor initials]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature] 
Agency 
Date: 10/15/15

By: [Signature] 
Agency's Legal Counsel - Certifying legal sufficiency 
Date: 10/15/15

By: [Signature] 
Contractor 
Date: 10/12/2015

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-313149-00-7

By: [Signature] 
Taxation and Revenue Department 
Date: 10/14/15

This Agreement has been approved by the SPA:

By: [Signature] 
State Purchasing Agent 
Date: 10/30/15
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
000009332
Summit Food Service Management, LLC
1751 West County Rd B, Suite 30
Roseville, MN 55113

Telephone No. (651) 203-3552

Price Agreement Number: 20-000-00-00070 AD
Price Agreement Amendment No.: Fifteen
Term: November 1, 2012 – October 31, 2015

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Angela Martinez
Telephone No.: (505) 827-0499

Invoice:
As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Correct amendment fourteen term end date to October 31, 2015.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

Date: 05/20/2015

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement Amendment

Awarded Vendor  
0000009332  
Summit Food Service Management, LLC  
1751 West County Rd B, Suite 30  
Roseville, MN 55113  
Telephone No. (651) 203-3552

Price Agreement Number: 20-000-00-00070 AD
Price Agreement Amendment No.: Fourteen
Term: November 1, 2012 – December 31, 2015
Procurement Specialist: Angela Martinez  
TelephoneNumber: (505) 827-0499

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Invoice:  
As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately.

Include the attached contract, “New Mexico Department of Health Services Contract # 20-000-00-00070, New Mexico Department of Health - Sequoyah Adolescent Treatment Center” into Statewide Price Agreement Number 20-000-00-00070 AD, Statewide Food Services.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent  
Date: 04/30/2015

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH
SERVICES CONTRACT 20-000-00-00070

This CONTRACT is entered into by and between the State of New Mexico, Department of Health, Sequoyah Adolescent Treatment Center hereafter referred to as “DEPARTMENT or SATC”, and Summit Food Services, LLC, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK**
The CONTRACTOR shall perform the following work:

   A. **CONDITIONS FOR THE NATIONAL SCHOOL LUNCH (NSLP) AND SCHOOL BREAKFAST (SBP) PROGRAMS.**
   SATC retains the responsibility for operating the school nutrition programs under its jurisdiction, which include the National School Lunch Program (NSLP) and the School Breakfast Program (SBP).

   1. SATC retains signature authority for the agreement authorizing SATC to participate in the NSLP and SBP, including SATC’s free and reduced price policy statement, and the Monthly Claim for reimbursement.

   2. SATC will maintain all applicable health certifications and assure that all State and local regulations are being met by the Contractor preparing or serving meals at SATC.

   3. SATC will monitor the food service operation through periodic visits by the administration, by the medical department and by SATC’s contract dietician to ensure the Contractor is operating the food service in conformance with NSLP and SBP regulations.

   4. The Contractor will make available all records pertaining to the operation of the food services at SATC to the Comptroller General, United States Department of Agriculture (USDA), and SATC upon request for the purpose of making audit, examination, excerpts and transcriptions.

   5. No a la carte food service will be offered under this proposal.

   6. The Contractor is required to adhere to the cycle menu for the first 35 days of meal service, with changes thereafter made only with SATC’s approval.

   7. SATC will retain contract control of the quality, extent and general nature of its food service.

   8. SATC is providing in the detailed specifications for each food component (meat or meat alternate, milk, bread or bread alternate and vegetable/fruit) or menu item. Specifications must cover items such as grade, style, condition, weight, ingredients, formulations and delivery time, and in some cases, purchase units, e.g., ½ pints of milk.
9. SATC will not pay for meals that are spoiled or unwholesome at time of delivery; that do not meet
detailed specifications as developed by SATC for each food component or menu item specified in the
meal pattern requirements of 7 CFR Part 210; or do not otherwise meet the requirements of the
proposal.

10. The Contractor will maintain such records as SATC will need to support its Claim for Reimbursement
and must, at a minimum, report claim information to SATC promptly at the end of each month.
Furthermore, these records must be available to SATC upon request.

11. The Contractor will retain records to support SATC’s Claim for Reimbursement for the daily number
of meals and snacks served, by type.

12. The Contractor will report the daily number of meals served, by type.

13. Section IX. Paragraph 2 of this proposal contains provisions for termination of the subsequent contract
by SATC, including the manner by which it will be effected and the basis for settlement. This
proposal and the subsequent contract describes conditions under which the agreement may be
terminated for default, as well as conditions where the agreement may be terminated because of
circumstances beyond the control of SATC.

14. The Contractor shall comply with all regulatory requirements of the USDA and Food and Nutritional
Service (FNS) regulations 7 CFR – Parts 210 – 220-245.

15. Responsibilities Retained by the School Food Authority (SFA):
   - Signature authority on the food service agreement to participate in the Student Nutrition
     Programs (SNP).
   - Signature authority on the monthly reimbursement claim.
   - Control of the food service account and overall financial responsibility for the SNP.
   - Monitoring responsibility under program regulations.
   - Establishment and maintenance of an advisory board composed of parents, teachers, SATC
     consultant dietician, and students to assist in menu planning.
   - Control of the quality, extent and general nature of its food service and the prices to be
     charged for meals.
   - Responsibility for all contractual agreements entered into in connection with the SNP.
   - Responsibility for ensuring resolution of program review and audit findings.

   - Adherence to the cycle menu and any deviations allowed under the proposal.
   - Meal pattern requirements.
   - Adequate and accurate records, to support the claim for reimbursement.
   - Meal count records for meals not covered by the claim for reimbursement.
   - Revenue records broken down by source, type and category of meal of food service.
   - Outside food service activities.
   - The Contractor’s meal preparation facility.
   - USDA donated commodities.
17. If the Contractor is procuring goods or services which are being charged to SATC under the contract, the Contractor is acting as an agent for SATC and must follow the same procurement rules under which SATC operates and the Contractor may not serve as a vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit food service account. Only net cost must be charged to SATC.

B. GENERAL PROPOSAL TERMS

SATC is an adolescent residential treatment center, which provides long-term (average length of stay is about 6 months), inpatient mental health treatment to adolescents with diagnosed, treatable mental disorders and histories of violent behavior.

SATC has four 9-bed living units, known as lodges, for a total capacity of 36 beds with an occupancy rate of about 95%. Three meals are served at the facility every day of the week. At each meal approximately 9 residents and 4 staff will be served from each of the four lodges, for a total of approximately fifty-two servings per meal. In addition to the three meals, the residents are served three snacks per day: one at mid-morning, one in mid-afternoon, and one in the evening before bedtime.

1. The SATC shall reserve the right of entry and access to the food service facility at any time for any reason.

2. Neither party of the proposal hereto shall be responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemics, or unusually severe weather, legal acts of the public authorities, evacuation of the Center, or delays/default caused by public carriers, which cannot reasonably be forecast or provided for.

3. The Contractor is responsible for providing uninterrupted dietary services in the event of a work stoppage or slow-down by Contractor personnel.

6. The Contractor shall be responsible for all food purchases on its own credit and maintain food purchased in appropriate and adequate storage facilities to prevent spoilage.

7. Residents of the SATC shall take precedence over cash customers. The Contractor shall not advertise or promote any food services at the SATC.

8. The Contractor shall provide the required substitute for all medically indicated or religious diets as requested by the SATC. The Contractor shall prepare and serve all medical diets, and shall insure that the menu prepared is in compliance with the SATC’s physician’s orders. Where possible, the menu of the day shall be modified for medical diet. When this is not feasible, medical diet food shall be prepared separately. Medical diets shall be served during normal serving times except as ordered by a physician. In those cases, the Contractor shall insure that meals are prepared and available to be served at times in the manner specified by the physician. The Contractor shall maintain complete records showing which residents are to be provided medical diets, contents of the diet, and whether each resident requests and received their prescribed meal. The Medical Unit will provide documentation of verbal diet orders within 24 hours. The Food Services Director and the Director of Nursing, or the SATC designees, will coordinate the provision of medical diets. SATC’s registered
dietician will review all special diets monthly to ensure the Contractor is providing them properly, and to ensure that there is a continued need for the diets.

9. SATC will provide monthly on-site services of a registered dietician. The dietician will provide the following services during his/her visits:
   o Assure that all dietetic orders are carried out.
   o Provide diet consultation to the patients as requested.
   o Review all orders for special diets and diet supplements in patients’ records for nutritional adequacy, and ascertain that the patients are actually receiving their prescribed diets.
   o Monitor and assist in the evaluation of the quality of the dietetic services at the Center.
   o Review, make any revisions, and approve the Center’s diet manual at least annually.
   o Occasionally supervise the preparation and serving of meals at the Center.
   o Provide education on diets and nutrition to residents and staff.
   o Monitor the sanitary conditions of the kitchen and dining area.
   o Provide a monthly written report to SATC director of nursing documenting the findings of her/his most recent visit.

10. The Contractor shall be responsible for ensuring that the food services kitchen and dining room meet all specifications and requirements as set forth under the statutes and regulations of the New Mexico Environment Department, Environmental Improvement Division, as well as those of the Bernalillo County Environmental Health Department. If the Contractor’s staff discover any defects in the physical plant or equipment in the kitchen or dining area, they will report the problems immediately to the SATC Administrator, who will take immediate corrective action.

11. Should authorized health inspectors find upon inspection any violations by the Contractor of the specifications and requirements of the statutes and regulations of the New Mexico Health and Environment Department, Environmental Improvement Division, or those of the Bernalillo County Environmental Health Department, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance. Contractor shall be responsible for costs for meals at, or by a local restaurant at any time such violations affect meal preparation/serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the Contractor for any period of time in which they are out of compliance.

12. The Contractor shall provide the SATC a proposed five (5) week menu with the proposal. The Contractor shall provide menus for the Director’s approval two weeks prior to the services being rendered. Any deviation from published menu will require the approval of the Director or his designee at least twenty-four (24) hours prior to the change. Menus shall be based upon the recommendations of the Food & Nutrition Board National Research Council.

13. The Contractor shall provide a total of three (3) meals per day at times specified by the Director. Approximate times for weekday meals are: Breakfast 7:00 a.m. to 8:00 a.m.; Lunch 11:30 p.m. to 12:30 p.m.; Supper 4:45 p.m. to 5:45 p.m. On Saturday, Sunday and holidays, the meal times will be: Breakfast 9:00 a.m. to 10:00 a.m.; Lunch 12:00 to 1:00 p.m.; Supper 5:00 p.m. to 6:00 p.m. Times may vary beyond those indicated due to unanticipated schedule changes on the lodges. In such instances the lodge staff will notify the kitchen as early as possible of any delays. The Contractor is responsible for services during these extended periods.
14. All meals shall be prepared on-site and under no circumstances will such meals be prepared off-site unless approval is granted by the SATC Director or Administrator.

15. The proposals for the food service proposal shall be submitted on a single cost per meal basis to provide food services. The cost per meal shall identify the direct labor costs and food costs separately on a cost per meal basis. Snacks will be bid as the cost of a single snack. Sack Lunches and Lodge Parties will also be bid separately.

16. The Contractor or its upper management must have a documented minimum of One (1) years of experience in the area of institutional food service management in health care facilities accredited by the Joint Commission on the Accreditation of Health Care Organizations (JCAHO). Proof of such experience and references shall be provided with the contract bid.

17. Residents and staff shall generally be served in the dining hall. However, the Contractor shall also provide meals to residents and staff in the lodges if the residents are confined to their lodges.

18. In the event of a disaster, natural or man-caused, which requires the evacuation of residents and staff from Sequoyah, the Contractor will provide uninterrupted meals and snacks to the residents and staff, designated by the Sequoyah administration, at the identified emergency evacuation site, and for as long as the emergency lasts. SATC will reimburse the Contractor at a negotiated amount for the additional costs of providing meals and snacks at the remote site.

19. The Contractor is responsible for residents and staff satisfaction with meals prepared and served. At least on a quarterly basis, the Contractor will submit questionnaires to resident population to ascertain and obtain suggestions to improve the quality of dietary services. The results of these surveys will be provided to the SATC director of nursing, and the registered dietician.

20. The Contractor agrees to exercise security measures consistent with the nature of the SATC. Contractor staff vehicles, if located on grounds of the SATC, shall be subject to search. Contractor staff shall utilize designated exits and entries into the SATC facilities and shall be required to wear such identification badges as the SATC deems necessary while on the premises.

21. Contractor staff shall not traffic with residents or otherwise engage in activities with residents that could endanger anyone’s life, liberty, property or disrupt the SATC programs. The contractor’s staffs agree to maintain SATC client confidentiality by reading and signing the SATC HIPAA Business Associate Agreement.

22. Contractor shall assure the dietary operation is in compliance with the applicable Behavioral Health Standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

SECTION II. PERSONNEL

1. The Contractor, in the operation of the food services to the SATC, shall recruit, train, and shall maintain the following food service employee positions:

One (1) Full-time Food Service Director

As many additional staff as necessary to provide the services as outlined in this Proposal.
Each employee must submit a resume and work history for evaluation to the Director. Employee must not have been convicted of a felony crime. Employee will undergo NCIC and FBI fingerprint clearances and will submit any arrest record information to the SATC Director.

2. At all meal services to residents there will be as many Contractor employees present as are necessary for coordination of preparation and serving as well as clean up. There will be adequate serving personnel at their work stations during the entire specified serving periods.

3. The Contractor shall provide or allow the food services employees the opportunity to attend training in the area of food preparation and serving methods.

4. SATC will provide all of the Contractor’s employees with an orientation to the Center when they are hired, and annual updates thereafter. These orientations will include presentations on safety, security and infection control.

5. The Contractor’s employees will be required to respect and adhere to all relevant SATC policies, procedures, rules and regulations, including the SATC code of ethics. Failure to obey policies, procedures, rules and regulations shall be cause for immediate removal from the SATC work site.

6. The Contractor shall comply with all federal, state and local anti-discrimination laws and/or regulations.

7. The Contractor will be responsible for all employee salaries and benefits, relocation, or training costs, administrative and accounting costs, and any other expenses incurred in the operation of the food services proposal.

8. At the request of the SATC, the food services manager or any other of the Contractor’s employees at the Center will be replaced. The Director will provide written justification for his request to replace any of the Contractor’s employees.

9. The Contractor shall be responsible for any negligent acts, such as damage to the facility, theft, etc., committed by its employees or agents.

10. The Contractor shall be responsible for ensuring that the appropriate uniform attire is provided and used by the employees. Such uniforms will be clean and neat in appearance and will include the wearing of hairnets or hats and a name tag.

11. The Contractor will use a full-time, on-site food services manager with at least three (3) years of documented experience in the area of food services management, two of which were in a JCAHO accredited health care facility. The credentials for the food services manager must be submitted with the proposal. The SATC Director will have the right of review and approval of the appointed manager.

12. The Contractor shall require all of its employees, as a condition of employment, to have proper medical certification as required by state and local laws and regulations before engaging in food services operations conducted hereunder, and thereafter to obtain such additional certification from time to time as may be required by such laws and regulations. The required medical certificates are to be readily available for inspection by the Director. All personnel employed by the Contractor shall supply to SATC a medical statement certifying they are free of any contagious form of tuberculosis,
hepatitis, or any other infectious disease and proof of immunity for measles and rubella. T.B. skin tests shall be administered bi-annually on all personnel except those with a documented past positive test. A chest x-ray is required for personnel with positive tests at the time of hiring and for all personnel who convert their tests to positive. All proposal personnel shall be temporarily removed from work if they develop contagious respiratory, gastrointestinal, or skin diseases, and shall not return to work until medically cleared.

13. Personnel and payroll costs (including wages, salaries, payroll taxes, and employee benefits) of the Contractor’s management and employees assigned to duty at the SATC shall be included as a direct cost of food service operation.

14. The Contractor shall ensure that any overtime expenses incurred in providing the food services will not impact the contract amount in effect.

15. The Contractor shall distribute a written job description to each of its employees at the Center which clearly delineates assigned responsibilities.

16. All of the Contractor’s candidates for employment must receive a Criminal Records Check (CRC) clearance from the Children, Youth and Families Department as a condition for employment at the SATC. The Contractor will pay for the processing of its employee’s CRCs. Copies of the CRCs for all of the Contractor’s employees at the SATC will be on file in the SATC Human Resources office. The Contractor’s employees at the SATC are bound by all of The General Provisions Governing Criminal Records Check and Employment History Verification (8.8.3. NMAC).

SECTION III. MAINTENANCE OF EQUIPMENT/FACILITY

1. The Contractor shall maintain appropriate insurance coverage on its own equipment, supplies, and materials. The SATC will not be responsible for any loss or damage on such equipment, supplies, or materials.

2. The Contractor shall be responsible for the safekeeping of the equipment provided by the SATC for the food services operation, except for ordinary wear and tear. The Contractor will not remove equipment and/or parts without the SATC’s consent.

3. The Contractor and the SATC shall conduct a physical inventory of all glassware, china, silverware, cooking and serving utensils, and any small expendable items utilized in the kitchen and serving food services area at the time this proposal is awarded.

4. The SATC shall provide for the Contractor all the required equipment for the operation of the food services facility. The SATC shall be responsible for ensuring that such equipment is in safe and good operating condition and will maintain the necessary maintenance and repair coverage. The Contractor shall supply all disposable utensils, paper products, household items, dishwashing supplies, and cleaning supplies necessary for efficient and sanitary operation of the dietary service. The Contractor shall provide the SATC with applicable Material Safety Data Sheets (MSDS) for all cleaning products prior to their use.

5. The SATC shall be responsible for replacing or providing all necessary non-disposable glassware, silverware, china, serving dispensers, cooking pans, and utensils as items become worn out or
obscure.

6. The SATC shall ensure that adequate storage space and appropriate refrigeration is available for the food services operation. The Contractor shall advise the SATC immediately of any refrigeration malfunction or breakdown so the SATC can initiate action on repairs. The SATC shall not be held responsible for any loss, spoilage, or damage of any kind due to the malfunction or breakdown, nor will it be responsible for interruption of the food service operation.

7. The SATC shall ensure that adequate trash removal services are available and provide pest and insecticide control services as requested by the Contractor.

8. The SATC will be responsible for the cleaning of the grease trap, restrooms in the kitchen and the dining hall, the dining hall floor, the filters in the stove hood, the defusers in the heating and cooling vents.

9. The SATC will maintain in good working order all fire safety equipment in the kitchen and dining hall.

10. The Contractor will be responsible for custodial services such as cleaning of stove, pipes, walls, filters, vents, refrigerators, floors, and storage areas.

11. The Contractor will provide and pay for its own telephone service in the dietary area. The Contractor will be required to provide all of its own office supplies and office equipment which will also include any office reproduction equipment that the Contractor might need.

12. Upon termination of the proposal, the Contractor will surrender to the SATC all equipment and furnishings in the food service facilities in good repair and condition.

13. The SATC facilities may not be used by the Contractor to produce food, meals, or services for other organizations without the approval of the SATC Director.

SECTION IV: FOOD QUALITY SPECIFICATION/PRICE SCHEDULE

1. The Contractor shall ensure that all food served meals meets the following food specifications:
### Sequoyah Adolescent Treatment Center – Food Specifications

- Milk: 1.5 – 2% Grade A Pasteurized
- Meat: USDA Choice
- Fish: US Grade A
- Poultry: USDA Grade A
- Eggs: USDA Grade AA
- Dairy Products: USDA Grade A
- Fresh Produce: US No. 1 Quality
- Cheese: USDA Grade A
- Frozen Vegetables: USDA Grade A
- Fruit: USDA Choice
- Sea Foods: Grade A
- Dried Fruits: Grade #1
- Canned Fruits: USDA
- Juices 100% Fruit: USDA Grade A
- Fancy
- Cereal Products: USDA Standard
- Diet Fruit: USDA
- Frozen Vegetables: USDA Grade Fancy
- Canned Vegetables: USDA Grade Fancy
- Dried Vegetables: USDA Grade #1
- Frozen Soft Served Products (e.g., yogurt and sherbet): Grade A

2. The Contractor shall prepare nutritious and balanced meals of sufficient variety in terms of flavor, texture, and color with caloric values of approximately 2800 to 3200 calories per day with an average of 3000 calories per day. The menu must provide an average of 59 grams of protein per day and meet the recommended dietary allowances and dietary reference intakes for vitamins A and C, iron, Thiamin, riboflavin, niacin, vitamin B6 and calcium.

3. All menus must be reviewed and certified as to nutritional adequacy by a registered dietician provided by the Contractor to meet the requirements contained in menu specifications. The successful offerer must provide a nutrient analysis to include serving size portion and nutritional content of the nutrients listed in paragraph 2, above for every menu item.

4. The Contractor shall prepare and serve a nutritious and balanced breakfast, lunch, and supper each day at the time designated by the SATC. The amounts and types of food served on a daily basis must be consistent with the U.S.D.A.’s Food Guide Pyramid and Dietary Guidelines.

5. Holidays
For each traditional holiday, as observed by the State of New Mexico (See Attachment A), the Contractor shall prepare a “festive occasion” menu to include one (1) appropriate premium entrée such as Baked Ham, Roast Turkey, or Roast Beef sliced on the line, Barbecued Beef, Chicken or Pork. Service portion of the premium entrée shall be a minimum of 4 oz. cooked weight. A comparable substitute premium entrée will be provided to residents for Pork substitutes, if so desired.

6. Sack Lunches

<table>
<thead>
<tr>
<th>Sequoyah Adolescent Treatment Center - Sack Lunches</th>
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<tbody>
<tr>
<td>The Contractor shall prepare sack lunches on the days designated by the SATC consisting of the following items:</td>
</tr>
<tr>
<td>a. Two (2) meat and cheese sandwiches (2 oz. in portion per sandwich) consisting of ham, turkey breast, corned beef, pastrami, American or Swiss cheese, or peanut butter</td>
</tr>
<tr>
<td>b. Whole grain bread</td>
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<tr>
<td>c. Fresh fruit</td>
</tr>
<tr>
<td>d. Potato chips or equivalent</td>
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<tr>
<td>e. Low fat milk, or juices</td>
</tr>
<tr>
<td>Appropriate adjustments must be made for sack lunches prepared for residents on medical diets.</td>
</tr>
<tr>
<td>The SATC will give the Contractor at least 48 hours’ notice when requesting sack lunches.</td>
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</tbody>
</table>

7. Cook Outs

At the request of the SATC Director or Administrator, and with at least 48 hours advanced notice, the Contractor will prepare food for cookouts at the Center. On these occasions the Contractor will prepare all of the food and drink items. The SATC will provide the grill for cooking the meat and will clean and store the grill once the meal is over. The usual meal rate will be charged for cookout meals.

8. Snacks

The Contractor will prepare three snacks per day for all of the SATC residents. No SATC staff are provided snacks. Each snack will consist of one beverage and one food item. The night snacks will be prepared by the Contractor’s staff prior to closing the kitchen in the evening, and the SATC lodge staff will pick up and serve the night snacks.

The snacks will consist of at least one of each of the following food and beverage items, or their equivalents:

- **Beverages:**
  - Fruit juice or juice drink, individual containers, assorted
  - Low fat milk

- **Foods:**
  - Mozzarella Cheese Sticks
  - Graham crackers
  - Saltine crackers with peanut butter and jelly
  - Granola bars
Frozen juice bars  
Yogurt, low fat  
Raisins (individual servings)  
Tortilla chips, salt free, and salsa  
Cookies  
Muffins  
Pretzels  
Fresh fruit

Appropriate snacks must be prepared for residents on medical diets.

9. Lodge Parties

During the course of the year each lodge may have parties for special occasions such as residents’ birthdays or residents’ discharges. The Contractor will provide a cake, and a beverage (juice or milk) for the indicated number of residents and staff. The SATC staff will request each party at least 48 hours in advance.

SECTION V: RECORD ACCOUNTABILITY AND PAYMENT PROCEDURES

1. The Offeror must maintain such records as the SATC will need to support its claims and must report to the SATC promptly at the end of the month. Such records must be retained for a period of three (3) years at the Offeror’s main office and upon request make them available for audit purposes to the SATC, Department of Finance and Administration, Attorney General's Office, and the State Auditor. If audit findings have not been resolved, the records must be retained beyond the four-year period as long as required for the resolution of the issues raised by the audit. The SATC shall have the right to audit billing both before and after payment, payments under this agreement shall not foreclose the right of the agency to recover excessive or illegal payments.

2. Offeror shall be required to maintain his own accounts relating to cash sales and follow proper accounting procedures. Records should be maintained as elsewhere stipulated in proposal.

3. Offeror shall submit monthly billings on the 1st business day of each month for the preceding monthly period with the proper supporting documentation such as daily meal logs and billing recaps to justify amounts charged.

4. The SATC shall submit payment to the Offeror within 30 days of receipt of billing, unless the SATC is dissatisfied with services.

5. The Offeror shall maintain its fiscal records and books of accounts during the term of this proposal and for a period of three (3) years from the date of termination of this CONTRACT. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

6. The Offeror shall maintain at the SATC the following records:
a. A current manning chart and work schedule for all employees.

b. A complete job description for all positions and resident assignments.

c. Records of all staff to include days worked and absences.

d. Record of meal counts for each meal by location according to established meal count procedures.

e. Daily records documenting the testing of temperatures in the refrigeration, cooking and serving areas, in the dry food storage areas, and any other records necessary to meet health care standards.

f. Posted copy of the five week menu cycle.

7. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet detailed specifications as developed by the School Food Authority for each food component as detailed in regulations, or do not otherwise meet the requirement of the proposal.

8. The Offeror assumes the responsibility for the amount of the reimbursement denied, as a direct result of the failure of the Offeror to comply with the provisions of the proposal.

9. SATC revenues for food can be used only for the SATC's nonprofit school service program. Revenue must flow through the SATC's chart of accounts.

10. All goods, services, or monies received as the result of a rebate must be utilized in the National School Lunch Program. (NSLP)

2. LICENSURE
The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

3. COMPENSATION
A. The Department shall pay to the Contractor in full payment for services satisfactorily performed at the rate of $1.99 per meal plus $110.00 a meal period and $.82 per snack if census is 25 and under. When client census is 26 and over the rate is $5.16 per meal and $.82 per snack. The total amount payable to the Contractor under this CONTRACT, expenses, shall not exceed (145,241.64). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total

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compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

4. TERM

This CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE State Purchasing Agent. This CONTRACT shall terminate on December 31, 2015.

5. TERMINATION

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this CONTRACT based upon the DEPARTMENT’s uncured, material breach of this CONTRACT.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (5)(B)(3), the DEPARTMENT shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give DEPARTMENT written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the DEPARTMENT’s material breaches of this CONTRACT upon which the termination is based and (ii) state what the DEPARTMENT must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the DEPARTMENT does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the DEPARTMENT does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this CONTRACT may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the DEPARTMENT; (ii) if, during the term of this CONTRACT, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the CONTRACT is terminated pursuant to Paragraph 6, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this CONTRACT, the Department’s sole liability upon termination shall be to pay for acceptable work performed prior to
the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this CONTRACT. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DEPARTMENT'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

D. Termination Management. If this CONTRACT is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the CONTRACT, immediately upon receipt by either the DEPARTMENT or the CONTRACTOR of written notice of termination, the CONTRACTOR shall:

1) Not incur any further obligations for salaries, services or any other expenditures of funds under this CONTRACT without the written approval of the DEPARTMENT;
2) Continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the CONTRACT. In this event the DEPARTMENT may temporarily extend the term, enter into a new short term contract or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed;
3) comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this CONTRACT;
4) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the DEPARTMENT:
   (a) a complete detailed inventory of nonexpendable DEPARTMENT property as defined in Article 21 (Property) of this CONTRACT, and
   (b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

6. APPROPRIATIONS

A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the DEPARTMENT, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the CONTRACTOR. If the DEPARTMENT proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

B. The decision of the DEPARTMENT as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.
7. **STATUS OF CONTRACTOR**
The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The CONTRACTOR agrees not to purport to bind the State of New Mexico unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority, provided that CONTRACTOR may perform assigned duties within the scope of work that does not contractually bind the State of New Mexico.

8. **GOVERNING BODIES**
The parties agree that if the CONTRACTOR has one or more Governing Bodies, the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent or agents. By such delegation, employees and/or agents of the CONTRACTOR must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

9. **ASSIGNMENT**
The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the DEPARTMENT.

10. **SUBCONTRACTING**
The CONTRACTOR shall not subcontract any portion of the services to be performed under this CONTRACT without the prior written approval of the DEPARTMENT. No such subcontract shall relieve the primary CONTRACTOR from its obligations and liabilities under this CONTRACT, nor shall any subcontract obligate direct payment from the Procuring DEPARTMENT.

11. **RECORDS AND FINANCIAL AUDIT**
A. The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the DEPARTMENT, the Department of Finance and Administration and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment; payment under this CONTRACT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.
B. The CONTRACTOR receiving state or federal funds from the DEPARTMENT shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor’s rules and regulations. If the CONTRACTOR is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the CONTRACTOR shall comply with the audit requirements of the Single Audit Act. This includes the CONTRACTOR retaining its financial records for a period of five years after the time the audit was released.

C. If the CONTRACTOR receives more than $250,000 under this CONTRACT or more than $250,000 in any single fiscal year, from the DEPARTMENT, the CONTRACTOR shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The CONTRACTOR shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA’s audit or opinion available to the DEPARTMENT upon request.

E. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR’S fiscal year.

F. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual audit report or financial reports (if no audit was required to):

   Department of Health
   Financial Accounting Bureau Chief Suite N-3150
   P.O. Box 26110
   Santa Fe, New Mexico 87502-6110

G. The Department may take corrective action as deemed necessary for CONTRACTOR’S failure to comply with 11-A through 11-F above. Corrective action may include, but is not limited to, termination of CONTRACT and preclusion from engaging CONTRACTOR in the future.

12. RELEASE
Final payment of the amounts due under this CONTRACT shall operate as a release of the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this CONTRACT.

13. PRODUCT OF SERVICES COPYRIGHT
A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of this CONTRACT. Nothing produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written
permission of the DEPARTMENT, except to fulfill the provisions of the Scope of Work under this CONTRACT.

14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The CONTRACTOR represents and warrants that it presently has no interest and, during the term of this CONTRACT, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the CONTRACT.

B. The CONTRACTOR further represents and warrants that it has complied with, and, during the term of this CONTRACT, will continue to comply with, and that this CONTRACT complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this CONTRACT any DEPARTMENT employee while such employee was or is employed by the DEPARTMENT and participating directly or indirectly in the DEPARTMENT’s contracting process;

2) this CONTRACT complies with Section 10-16-7(A) NMSA 1978 because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this CONTRACT was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this CONTRACT and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the DEPARTMENT’s making this CONTRACT;

4) this CONTRACT complies with Section 10-16-9(A) NMSA 1978 because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator’s family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator’s family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator’s family, or a business in which a legislator or a legislator’s family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this CONTRACT is not a sole source or small purchase contract, and this CONTRACT was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this CONTRACT or any procurement related to this CONTRACT; and
6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the CONTRACTOR has not contributed, and during the term of this CONTRACT shall not contribute, anything of value to a public officer or employee of the DEPARTMENT.

C. CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 are material representations of fact upon which the DEPARTMENT relied when this CONTRACT was entered into by the parties. CONTRACTOR shall provide immediate written notice to the DEPARTMENT if, at any time during the term of this CONTRACT, CONTRACTOR learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this CONTRACT or have become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this CONTRACT or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the DEPARTMENT and notwithstanding anything in the CONTRACT to the contrary, the DEPARTMENT may immediately terminate the CONTRACT.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 14.

15. **LIABILITY INSURANCE**
The parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the Departments’ request.

16. **CLIENT RECORDS AND CONFIDENTIALITY**
A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

C. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.

C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments’ Protected Health Information (PHI) as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 (Termination) of this CONTRACT.

17. **PROPERTY**
A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT.
Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this CONTRACT, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this CONTRACT. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this CONTRACT, it shall use the proceeds to repair or replace the DEPARTMENT property.

18. **APPLICABLE LAW**
The laws of the State of New Mexico shall govern this CONTRACT, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this CONTRACT, CONTRACTOR acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this CONTRACT.

19. **EQUAL OPPORTUNITY COMPLIANCE**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this CONTRACT. If Contractor is found not to be in compliance with these requirements during the life of this CONTRACT, Contractor agrees to take appropriate steps to correct these deficiencies.

20. **Employee Pay Equity Reporting.**
Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employee’s contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal
date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

21. **Invalid Term or Condition.**
   If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. **Enforcement of Agreement.**
   A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.
IN WITNESS WHEREOF the parties have executed this CONTRACT as the date of signature by the State Purchasing Agent.

STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF HEALTH:

By: [Signature]
   Agency/Department of Health
   Date: ______________________

By: [Signature]
   Contractor/Summit Food Services, LLC
   Date: 4.10.15

CERTIFIED FOR LEGAL SUFFICIENCY:

By: [Signature]
   Department of Health
   Assistant General Counsel
   Date: 04/17/2015

TAXATION AND REVENUE:

The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax-Identification #: 03-013817-00-5

By: [Signature]
   Taxation and Revenue Department
   Date: 4/21/15

This Agreement has been approved by the State Purchasing Agent:

By: [Signature]
   Date: 5/1/15
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000042295
Morrison Management Specialist, Inc.
5801 Peachtree Dunwoody Rd.
Atlanta, GA 30342

Telephone No. (817) 528-0970

Price Agreement Number: 20-000-00-00070 AB

Price Agreement Amendment No.: Thirteen

Term: November 1, 2012 - October 31, 2015

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Mona Espinosa

Telephone No.: (505) 827-0218

Invoice: As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is
extended from November 1, 2014 to October 31, 2015 with the same terms and conditions per attachment entitled
New Mexico Department of Health Services Contract Amendment No. 2. Also included in said Amendment No. 2
and effective upon amendment execution is a revised compensation schedule.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/31/14

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
STATE OF NEW MEXICO  
NEW MEXICO DEPARTMENT HEALTH  
SERVICES CONTRACT AMENDMENT No. 2

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the "Department," and Morrison Management Specialist, Inc., hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The ATTACHMENT II referenced in Section 2, Compensation, is hereby amended to read as follows:

For the “A. Cost Proposal Tables: b. Department of Health: Las Vegas Medical Center”, the amounts listed are revised to the following:

<table>
<thead>
<tr>
<th>Food</th>
<th>Supplies</th>
<th>Direct Labor</th>
<th>Taxes &amp; Benefits</th>
<th>Profit &amp; Overhead</th>
<th>TOTAL (calculated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.850</td>
<td>$0.290</td>
<td>$0.450</td>
<td>$0.220</td>
<td>$0.190</td>
<td>$3.000</td>
</tr>
</tbody>
</table>

Section 2, Term, is hereby amended to read as follows:

3. Term.

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2015 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for two (2) years from the date of award with the option to extend for a period of six (6) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: ___________________________ Date: 10-30-14
Agency

By: ___________________________ Date: 10-29-14
Agency's Legal Counsel —Certifying legal sufficiency

By: ___________________________ Date: 10/24/2014
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-313149-00-7

By: ___________________________ Date: 10/28/14
Taxation and Revenue Department

This Agreement has been approved by the SPA:

By: ___________________________ Date: 10/8/14
State Purchasing Agent
Awarded Vendor
0000009332
Summit Food Service Management, LLC
1751 West County Rd B, Suite 30
Roseville, MN 55113

Telephone No. (651) 203-3552

Price Agreement Number: 20-000-00-00070 AD
Price Agreement Amendment No.: Twelve
Term: November 1, 2012 – October 31, 2015

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective November 1, 2014:

Include the attached contract, “Food Services Contract # 20-000-00-00070, New Mexico Corrections Department Facilities” into Statewide Price Agreement Number 20-000-00-00070 AD, Statewide Food Services.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/30/14

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
STATE OF NEW MEXICO

Food Services Contract # 20-000-00-00070
New Mexico Corrections Department Facilities

THIS AGREEMENT is made and entered into by and between the State of New Mexico General Services Department, State Purchasing Division hereinafter referred to as the "Agency" on behalf of the New Mexico Corrections Department (NMCD) hereinafter referred to as the "Procuring Agency" and Summit Food Services LLC hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work**
   A. The scope of work shall consist of providing on-site dietary operations to include meal preparation and serving meals for inmates and staff at five (5) correctional facilities. Management of the food service operation will also include:
      - Purchasing
      - Receiving
      - Food Storage
      - Sanitation
      - Menu Planning
      - Training of kitchen staff and inmates assigned to the kitchen facility
      - Record keeping and accountability

   Compliance with New Mexico Environment Department and American Correctional Association (ACA) standards is mandatory.

   The Contractor shall perform the Scope of Work as identified in Attachment 1.

2. **Compensation**
   A. The Procuring Agency shall pay to the contractor for services satisfactorily performed at the rate per meal as indicated on ATTACHMENT 1, OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC. such compensation shall not exceed $1.487 per meal served at prison facilities including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $1.487 per meal for facilities shall be paid by the Procuring Agency to the Contractor. This amount is the maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein.

   B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department of Finance and Administration. All invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

   C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Procuring Agency finds that the services are not acceptable, within fifteen days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide
the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Procuring Agency that the services have been received and accepted, payment shall be tendered to the Contractor within fifteen days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Procuring Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term**

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY the New Mexico State Purchasing Agent (NMSPA). This agreement shall terminate on November 01, 2015 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The term of this Agency specific Price Agreement shall be for **one (1) year** from date of award with the option to extend for a period of five (5) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and approval of the NMSPA at the same price, terms and conditions. This Price Agreement shall not exceed six (6) years in duration.

4. **Termination**

   **A. Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least one hundred twenty (120) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Procuring Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Procuring Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination default or breach of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT OR BREACH OF THIS AGREEMENT.**

   **B. Termination Management.** Immediately upon receipt by either the Procuring Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Procuring Agency; 2) comply with all directives issued by the Procuring Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Procuring Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Procuring Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Procuring Agency upon termination and shall be submitted to the Procuring Agency as soon as practicable.

5. **Appropriations**

   The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. Provided, however, that no pricing change should occur during the thirty (30) day decision period.

6. **Status of Contractor**
The Contractor and its agents and employees are independent contractors performing services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment**
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

8. **Subcontracting**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency.

9. **Release**
Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement, provided, however, that this shall not operate as a release from any claims of default under this Agreement.

10. **Confidentiality**
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency.

11. **Product of Service -- Copyright**
All materials developed or acquired by the Contractor under this Agreement, solely for the Procuring Agency and not developed in the regular course of business, shall become the property of the State of New Mexico and shall be delivered to the Procuring Agency no later than the termination date of this Agreement. Except as set forth above, nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

13. **Amendment**
A. This Agreement shall not be altered, changed or amended except by instrument in writing
executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. Provided, however, that no pricing change should occur during the thirty (30) day decision period.

14. **Merger**
This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law**
The Procurement Code, Sections 13-1-196 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law**
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation**
The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

19. **Records and Financial Audit**
The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the Office of the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.
20. **Indemnification**

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property as a result of the Contractor Contractor or any officer, agent, employee, servant or subcontractor failing to perform services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Agency, the Agency shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Contractor by certified mail.

21. **New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

22. **Employee Pay Equity Reporting**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PEI-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PEI 0-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this
subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be resubmitted with this Agreement.

23. **Invalid Term or Condition**
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. **Enforcement of Agreement**
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. **Notices**
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: Diane Montoya  
Business Manager  
New Mexico Corrections Department  
PO Box 27116  
Santa Fe, NM 87502  
Diane.montoya@state.nm.us  
Phone - 505-827-8611

To the Contractor: Ron Villani  
Summit Food Service Management  
1751 County Rd B W, Suite 300  
Roseville, MN 55113  
rvillani@aviands.com  
Phone-651-203-3247
26. **Authority**
If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

27. **Background Checks and Training of Contractor Employees**
Any security clearances and/or background checks that may be required by the Procuring Agency for the contractor and its employees must be obtained prior to commencement of services under this price agreement. User agency reserves the right to deny any employee of the contractor, access to the agency property if that employee is in violation of any criteria required for the security clearance.

The contractor and its employees agree to cooperate with and abide by any and all lawful rules and regulations set forth by the Procuring Agency so as not to interfere with the daily operations of the Procuring Agency or to jeopardize the health and safety of all employees, inmates or the general public.

The Procuring Agency reserves the right to escort any or all employees of the contractor off of the Procuring Agency property for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility. Any employee of the contractor found in violation of any law, Procuring Agency rule, or regulation while will be disciplined or prosecuted accordingly.

28. **Health Insurance Portability and Accountability Act of 1996**
The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in Attachment 4, which is attached and incorporated by reference.

29. **Certification regarding Responsibility Matters**
Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:

A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Have within a three-year period preceding this offer, been convicted of or had 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) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.

C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

D. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied.

1. Taxes are considered delinquent if both of the following criteria apply:
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the
liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

E. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.

Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror’s responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Further, the State Purchasing Agent or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer."
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the State Purchasing Agent.

By: 
Agency/ NM Corrections Department
Date: 10/30/14

By: 
Agency's Legal Counsel – Certifying legal sufficiency
Date: 10-30-14

By: 
Contractor/Summit Food Services
Date: 10.28.14

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-013817-00-5

By: 
Taxation and Revenue Department
Date: Oct 30, 2014

This Agreement has been approved by the State Purchasing Agent:

By: 
State Purchasing Agent
Date: 10/30/14
ATTACHMENT 1
NEW MEXICO CORRECTIONS DEPARTMENT-PRISON FACILITIES
DETAILED SCOPE OF WORK AND ADDITIONAL
AGENCY SPECIFIC TERMS AND CONDITIONS

I. NEW MEXICO CORRECTIONS DEPARTMENT RESPONSIBILITIES

The New Mexico Corrections Department, (hereinafter "NMCD"), is responsible for the following:

A. Provide required access to the facility and parking designated locations for Contractor's employees;

B. Furnish all utilities to the Contractor for its operation, as judged by NMCD to be reasonably needed and necessary;

C. Permit the use of all existing capital equipment to operate the food services program with the exception of vehicles;

D. Furnish food storage space, refrigeration, food service facilities and equipment, and other auxiliary facilities required by the Contractor to provide the services specified;

E. Consider equipment acquisition recommendations that the successful Contractor deems necessary for complete and efficient service;

F. Provide for removal of all refuse, although the Contractor will be responsible for proper storage and placement of said refuse until removal; and

G. Provide all necessary equipment repairs and maintenance, to include all building maintenance services that are the result of "normal wear and tear".

II. DETAILED SCOPE OF WORK

The scope of work shall consist of operating a statewide food service program in accordance with New Mexico Environment Department standards, American Correctional Association Standards (fourth edition, as revised and/or supplemented) pertaining to food service and safety, and NMCD Policies and Procedures.

A. Personnel and Mandatory Staffing

Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in the Contract or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum.

...
1. Facilities

**Statewide Managers**
One District Manager and one Operations Support Manager, one of whom must reside within 75 miles of the Central New Mexico Correctional Facility.

<table>
<thead>
<tr>
<th>Position</th>
<th>Location</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Service Manager</td>
<td>Central NM Correctional Facility Western</td>
<td>(1)</td>
</tr>
<tr>
<td></td>
<td>NM Correctional Facility</td>
<td>(1)</td>
</tr>
<tr>
<td></td>
<td>Southern NM Correctional Facility Main Unit; Minimum Restrict Unit</td>
<td>(1)</td>
</tr>
<tr>
<td></td>
<td>Roswell Correction Center Springer</td>
<td>(1)</td>
</tr>
<tr>
<td></td>
<td>Correctional Center</td>
<td>(1)</td>
</tr>
</tbody>
</table>

**Total** (5)

**Assistant Food Service Director**

<table>
<thead>
<tr>
<th>Position</th>
<th>Location</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Correctional Facility</td>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td>Western NM Correctional Facility</td>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td>Southern NM Correctional Facility</td>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td>Roswell Correctional Center Springer</td>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td>Correctional Center</td>
<td></td>
<td>(1)</td>
</tr>
</tbody>
</table>

**Total** (5)

**Food Service Worker**

<table>
<thead>
<tr>
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<th>Location</th>
<th>Count</th>
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</thead>
<tbody>
<tr>
<td>Central NM Correctional Facility</td>
<td></td>
<td>(9)</td>
</tr>
<tr>
<td>Western NM Correctional Facility</td>
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<td>(3)</td>
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<tr>
<td>Southern NM Correctional Facility</td>
<td></td>
<td>(6)</td>
</tr>
<tr>
<td>Roswell Correctional Center Springer</td>
<td></td>
<td>(3)</td>
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<tr>
<td>Correctional Center</td>
<td></td>
<td>(3)</td>
</tr>
<tr>
<td>Bakery</td>
<td></td>
<td>(2)</td>
</tr>
<tr>
<td>Central NM Correctional Facility</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total** (26)
A. Personnel and Mandatory Staffing Requirements

1. The Contractor shall provide sufficient staff to supervise inmates working in the food services area. Inmate job assignments include but are not limited to the preparation and serving of meals, receiving materials, and sanitation. Provided, however, that each facility agrees to provide at least one corrections officer assigned to oversee the safety and security of the food service operation in Level III and above areas.

2. The Contractor shall recruit, train, and maintain throughout the contract term a manager; and chief cook.

3. The Contractor will provide dietetic, purchasing, and personnel guidance and consultation. Contractor shall ensure that Contractor's employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement. In the event that a vacancy or vacancies occur on the Contractor's staff, for any period exceeding (30) calendar days. Contractor shall have thirty (30) to be compliant with proposed staffing levels. Thereafter, Contractor is required to maintain proposed staffing levels through all facilities.

4. Employees must not have been convicted of a felony, and must submit any arrest record information to the Director. All employees of the Contractor must clear a background check prior to working in any NMCD Facility. This includes any employee that is transferring from one NMCD facility to another. A written clearance from the previous facility must also be obtained prior to the employee starting at the new facility.

5. Contractor agrees that the Statewide Directors and the Food Service Director at each prison will have at least two (2) years of experience in providing dietary food services in prisons and/or jails (military experience is accepted as correctional experience).

6. Contractor agrees to maintain a management staff on duty during operating hours at all facilities and will provide administrative offices, dietetic, purchasing, and personnel guidance and consultation. In the event that a vacancy or vacancies occur on the Contractor's staff that is specifically employed for service to Agency, for any period exceeding (30) calendar days and qualified employees are available and the Agency has not declined approval of any qualified applicants, the Contractor will provide financial credit to NMCD at a rate equal to the salary and fringe benefits applicable to the vacant position(s) for each day over 30 days that the position is vacant until the position is filled and the employee has reported for his/her first day of work. Contractor will cover staffing vacancies with overtime. If Contractor fails to cover a vacant position with overtime, the Contractor will credit NMCD the value of salary and benefits for the number of hours not covered by overtime.

7. Contractor shall ensure that Contractor's employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement.

8. Contractor shall maintain a position number and a written job description for each member of the Contractor's staff, which clearly describes assigned duties and responsibilities. Contractor's employees must be able to fluently and clearly speak, read and write English, provided that such requirement does not conflict with local, state or federal law.

9. Contractor shall be solely responsible for all personnel costs including of its employees under this Agreement salaries, taxes, and fringe benefits.

10. All personnel employed by the Contractor shall comply with all lawful policies and procedures that
are implemented in each facility. All personnel applicants shall be required to pass a background investigation conducted by NMCD as a prerequisite for initial and/or continued employment. NMCD shall review all applicants and reserves the right to deny access to its facilities by any of the Contractor's employees for security or other reasons.

11. All Contractor personnel assigned to a facility shall be required to undergo and pass a drug urinalysis test as both a pre-requisite for initial and/or continued employment with the Contractor, and all personnel will be randomly drug tested at least annually.

12. The Contractor will consult with the NMCD Director of Adult Prisons prior to replacing or filling the following positions: Statewide Food Service Director or Statewide Assistant Food Service Director. The Contractor will consult with the affected facility Warden prior to replacing or filling the facility Food Service Director position. The Director of Adult Prisons and the facility Warden have the authority to approve or disapprove the respective positions specified above. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure that the replacement personnel are productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

13. The Department shall retain the right to request removal of any of the Contractor's personnel at any time for any lawful reason.

14. The Contractor shall ensure certification of all employees in a food safety program approved by NMCD within thirty (30) days of employment with the Contractor. Proof of certification shall be provided to NMCD.

15. Provision of ongoing training for the proper operation and use of all food service equipment.

16. Inclusion of other in-service training in sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by NMCD or the Contractor.

17. Maintenance of written documentation of training required by this Section B and any other training provided, which must be permanently maintained in each employee's personnel file.

B. Employee Training and Development

1. Contractor will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Stewards. These materials shall at all times remain the property of the Contractor. The Contractor shall require all its personnel to complete a one (1) week, forty (40) hour, pre-service orientation training period that shall be completed within the first two (2) months of employment.

2. The Contractor shall require all its personnel to complete a one (1) week, forty (40) hour, pre-service orientation training period.

3. All employees must be certified in a food safety program approved by NMCD within thirty (30) days of employment with the Contractor. Proof of certification shall be provided to NMCD.

4. The Contractor shall provide ongoing training for the proper operation and use of all food service equipment.
5. Other in-service training shall be provided by the Contractor to include: sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by NMCD or the Contractor.

6. The Contractor will maintain written documentation of training required by this section B and any other training provided, which must be permanently maintained in each employee's personnel file.

7. Contractor will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Stewards. These materials shall at all times remain the property of the Contractor.

C. Authorized Food Service Operations

Contractor shall not be authorized to use the NMCD facilities or to conduct or prepare any food items for any other food service or purpose not specified in the contract, unless otherwise specifically approved by the Agency in writing.

D. Equipment Maintenance and Use

1. The Contractor will conduct and document inspections of food service equipment owned by NMCD. The Contractor shall notify appropriate facilities personnel, in writing, of any equipment malfunctions or equipment in need of replacement.

2. The Contractor will develop and implement a safety and instructional program to ensure that all food service stewards and inmates are familiar with proper operating procedures/conditions of food service equipment. The Contractor will provide a vehicle for those locations that provide satellite deliveries to units and provide proof of insurance. Contractor will be responsible for any maintenance, repairs and fuel cost.

3. Repair or replacement of equipment necessitated by normal wear and tear will be accomplished by the facilities. The Contractor is responsible for repair and replacement of equipment that is rendered unserviceable through the abuse or negligence of persons employed by the Contractor.

E. Computerized System

The Contractor shall provide computer hardware and software to implement and maintain systems for inmate menu assessments, food production and delivery controls, inventory management, billing, management reports, and other managerial functions. Contractor shall provide a method of technology that will accurately track the number of meals served, for true accountability of food cost.

F. Security

1. The Contractor staff shall comply with all lawful policies and procedures of NMCD and the facilities. Contractor staff vehicles shall be subject to search while on facility grounds. Published rules and regulations shall be available from NMCD staff to the Contractor.

2. The facilities shall provide identification badges for all Contractor personnel. The Contractor is responsible for paying the cost of all lost badges for persons under their employ.

3. The Contractor staff shall not engage in any illegal, prohibited, or other activities with inmates, other contractor staff, or NMCD staff which could endanger or disrupt the orderly operation of the facilities.
4. During the duration of the contract period, the facilities shall provide security measures for the Contractors employees comparable to that provided for NMCD employees. All employees of the Contractor must clear a background check prior to working in any NMCD Facility. This includes any employee that is transferring from one NMCD facility to another. A written clearance from the previous facility must also be obtained prior to the employee starting at the new facility.

5. The facilities reserve the right to restrict access to the facilities and require the immediate removal of any person(s) without prior notification for security reasons.

G. Food Safety Compliance

1. The Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the contract.

2. All personnel employed by the Contractor shall have a medical statement certifying that they are free of any contagious form of tuberculosis, hepatitis, or any other infectious disease. T.B. skin tests shall be administered annually by the Contractor on all personnel under their employ except those employees with documented past positive T.B. tests. A chest x-ray is required for personnel with positive tests at the time of hiring and for all personnel who convert their tests to positive.

3. Contractor personnel shall be removed temporarily from work if they develop contagious respiratory, gastrointestinal, or skin diseases, and shall not return to work until medically cleared.

H. Compliance with Standards

1. The Contractor shall be responsible for ensuring that the food services kitchen and dining areas meet all statutory and regulatory specifications and requirements of the New Mexico Environment Department, Environmental Improvement Division. Upon inspection, if authorized health or food inspectors find any violations by the Contractor of the specifications and requirements of the statutes and regulations of the New Mexico Environment Department Environmental Improvement Division, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance, or a reasonable amount of time where the required improvement cannot be completed within 24 hours. Contractor shall be responsible for costs of providing cadet meals at a local restaurant at any time such violations affect meal preparation or serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the Contractor for any period of time in which the facility is out of compliance.

2. American Correctional Association: The Contractor shall be responsible for compliance with ACA Standards for Correctional Training Academies (First Edition and as revised or supplemented), and will participate with NMCD in the accreditation, or reaccreditation process and ensure the food service facility operates in accordance with ACA Standards.

I. Inmate Labor

1. The facilities shall provide inmates for assistance in food preparation, serving, sanitation, and other food service activities, at the following locations:

<table>
<thead>
<tr>
<th>New Mexico Corrections Department Inmate Labor</th>
<th>Inmates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western NM Correctional Facility</td>
<td>40</td>
</tr>
<tr>
<td>Southern NM Correctional Facility</td>
<td>40</td>
</tr>
</tbody>
</table>

15
Southern NM Minimum Restrict Unit - 25 Inmates
Central NM Correctional Facility - 96 Inmates  
Roswell Correctional Facility - 25 Inmates  
Springer Correctional Facility - 25 Inmates

2. Inmate job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Contractor will provide job titles and job descriptions for all inmate job positions.

3. All salaries for inmate labor shall be paid directly by NMCD. Salaries shall be based on information provided by the Contractor in accordance with established inmate payroll policies. Pay will be for a forty (40) hour work week. Any overtime work performed by inmates must be requested by the Contractor and will be paid by the Contractor at the same rate of pay for regular hours. Inmates are generally not available to work during lockdowns.

4. The Contractor is responsible for conducting a documented health and sanitation check on all inmate food service workers reporting to work. Inmate food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such inmates shall not return to work until medically cleared. Inmates, who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

5. Each prison shall be responsible for providing food service uniforms for inmates assigned to food service, and such uniforms will be in good condition.

6. A comprehensive inmate culinary arts training program in culinary arts and food service management will be developed and implemented by the Contractor within 120 days of the award of this contract. The curriculum and certification is subject to the approval of the NMCD Education Bureau and the Director of Adult Prisons.

The Training Program will provide for the following:

a. Training will be made available to at least 25% of the total number of inmates employed by the Contractor at all times.

b. Documentation for inmate participants demonstrating progression through the curriculum and mastery of individual program components.

c. Certificate of completion for successful participants.

d. The Contractor shall give first employment preference to NMCD inmates who have successfully completed the program and who parole or discharge to the community, to the extent that Contractor has other food service contracts within the state of New Mexico with positions available where such inmates could lawfully and contractually work. Such former inmates may not be hired by the Contractor to work in any correctional facility.

J. Food Inventory, Supplies, and Purchases

1. At the termination of the contract, the outgoing Contractor agrees to sell the "ending inventory" of expendable supplies and food products at cost.

2. The Contractor shall maintain an adequate inventory of expendable supplies including, but not limited to: serving items, cooking items, disposable gloves, paper goods, trash can liners, plastic ware, cleaning
supplies, and detergent and chemicals used in washing of cooking, serving and eating utensils (dishware, utensils, pots, etc.). Generally, non-toxic substitutes for items such as bleach and oven cleaners will be used. Caustic and toxic substances will be handled in accordance with ACA Standards. The contractor shall provide an option of new technology for control of inventory accountability and cost.

3. The Contractor is responsible for purchasing the correct food items, supplies, and other merchandise. Such items shall be ordered and received in the required quantity and quality and the Contractor will ensure that deliveries are made timely to adequately meet the needs of each facility.

4. The Contractor will ensure that deliveries are made to correspond with the appropriate schedules and security procedures of the institutions. The facilities shall require advance notification of all deliveries.

5. Food inventories purchased are the property of the Contractor and the Contractor is responsible for loss, damage, spoilage or theft thereof.

6. The Contractor shall be responsible for the proper handling, storage, and refrigeration of food items.

7. All foods items purchased by the Contractor for the food production are subject to inspection and approval by each respective Warden, Food Contractor Monitor, and the state dietician.

8. The Contractor agrees that preference shall be given to local suppliers whenever practicable.

9. The Contractor shall maintain a two (2) week inventory in stock of nonperishable food. All inventories shall be rotated regularly and the Contractor shall ensure food items are not served after the suppliers or manufacturers expiration date. NMCD will not pay for spoilage, damage, obsolescence, or theft of food items. Storage will be made available at the NMCD facilities warehouses for the Contractors inventory.

10. The Contractor shall be responsible for providing medium weight plastic tableware, spoons, and forks, for use in both the inmate and staff dining halls.

The Contractor shall provide all serving utensils, such as but NOT limited to ladles, spatulas, etc. The Department shall supply trays, tumblers, and bowls. The Contractor shall supply all required Styrofoam products such as foam- hinged trays, plates, bowls and cups, etc. The Contractor shall be responsible for the inventory of these items and ensure proper handling.

12. The Contractor shall supply all paper products, household items, and cleaning supplies. The Contractor shall be responsible for proper storage control of those items to prevent any theft, damage, or other loss. All office supplies necessary for the management of the operation shall be provided by the Contractor, except those forms required by NMCD for compliance with established regulations.

13. The Contractor shall reimburse NMCD at five cents ($0.05) per page for photocopies reproduced on Department copiers. Food Service equipment and trays damaged through the intentional or negligent acts of the Contractor or the Contractor’s employees shall be the Contractors responsibility. Contractor is not responsible for reasonable wear and tear. The Contractor shall be responsible for the purchasing and cleaning of linen and uniforms for Contractor staff in the dietary operation. Contractor personnel will be required to wear distinctive food service uniforms that are easily distinguishable from the inmate kitchen labor force.

14. Contractor shall provide written input to the Administrative Services Division Field Services manager on the replacement of food service equipment, kitchen supplies or both. The Contractor will offer Correctional Officer meals, salad bar, and make available a special meal for purchase by both staff and inmates at an additional cost.

K. Food Purchase Specifications
The specifications establish a minimum quality acceptable to NMCD in the procurement of raw foods. The Contractor shall furnish NMCD with a complete list of the grade and quality of raw food to be used in the production of meals, snacks, and other nourishment.

**New Mexico Corrections Department Food Purchase Specifications**

1. Canned fruits -fancy and choice grades/water packed

2. Dairy products -Grade A fresh milk 2% fat or lower

3. Eggs -USDA Grade AA (large)

4. Frozen foods -Grade A

5. Fresh produce and fruits -#1 quality

6. Canned vegetables -choice and extra standard grades

7. Meats, poultry, and fish
   Beef -USDA choice no boneless lean beef trimmings (Pink Slime) Veal -USDA choice
   Lamb -USDA choice Poultry
   -USDA choice

8. Textured vegetable soy products will be allowed but must be approved by the Director of Adult Prisons for the initial menu and on an advanced written approval basis thereafter.

9. Ground beef and ground turkey - USDA utility or better with fat content between 18 and 25 percent (18%-25%) no boneless lean beef trimmings (Pink Slime).

10. Imitation cheese products may be used in meal preparation; however, they may not be used as an entree. Low fat cheese is to be used for entrees, such as hot or cold sandwiches; toppings; and garnishes.

11. The Contractor shall ensure that all food preparation will be performed with minimum or no quantity of salt and saturated fat. No animal fats such as lard will be used.

**L. Meal Preparation Locations**

The following meal preparation areas will be used:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Kitchen Location</th>
<th>Locations Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central NM Main Unit</td>
<td>Central Main unit MHTC</td>
<td>Central Main Unit (RDC, GP, etc.) MHTC, LTCU</td>
</tr>
<tr>
<td>Central NM Min. Restrict</td>
<td>Central NM Minimum</td>
<td>Central NM Min. Rest</td>
</tr>
<tr>
<td>Central NM Minimum</td>
<td>Central NM Minimum</td>
<td>Central NM Minimum</td>
</tr>
</tbody>
</table>
Western NMCF       WNMCF       B-dining and H-dining
Roswell Correctional Center  RCC  RCC Dining/DWI
SNMCF JRS Unit  SNMCF JRS Unit  SNMCF JRS Unit
SNMCF PO Unit  SNMCF PO Unit  SNMCF PO Unit
Springer Correctional Center  SCC  SCC Dining

M. Serving Times and Locations

1. The Contractor shall provide meals at each facility in accordance with established operating schedules and conditions.

2. Inmates shall be served in locations to be designated by NMCD, which locations may be changed at the discretion of NMCD. Generally, Level I and Level II inmates are served in a dining hall; Level III and Level IV inmates are served in the pod common area; and, Level V and VI inmates are served in their cells. The Contractor shall provide meal service as determined by NMCD for inmates located in the segregation units, long term care unit (infirmary), inmates confined to living units, prison industries (sack lunches), off-site work details, and other locations requested by the facility wardens.

3. Meals served at satellite locations will separate hot and cold food and the delivery method will ensure that hot and cold food temperatures are met at the point-of-service. Styrofoam products and plastic ware will be furnished at the expense of the Contractor.

4. Meal service will be provided to employees in the employee dining facilities. At each prison facility, correctional officer supervisors, transportation officers and correctional officers who work a double shift are provided a meal by NMCD at no cost to the employee. Other staff may obtain meals by purchasing a meal ticket. Offenders are required to provide the meals and the Agency will pay for each meal at the same price as the inmate per meal rate.

5. The Contractor is responsible for determining the appropriate number of meals to be prepared and served. The Contractor shall provide sufficient meals for all inmates, NMCD employees, contract staff, and approved visitors who wish to eat according to the approved menu schedule.

N. Menus

1. The Contractor will develop a 5-week cycle menu that meets the requirements contained in the following menu specifications. The menu shall identify: (i) the cooked weight serving size portion; (ii) the cooked weight of meat used in combination recipes; and, (iii) use of any item that contains textured vegetable soy protein. The Contractor shall provide a complete nutrient analysis and cooked weight serving size portion for every menu item.

a. The Contractor shall prepare and serve well balanced meals which consist of a minimum of 3,000 calories per day. Protein must provide an average of 15% of total calories; carbohydrates must provide an average of 55% of total calories; and fat must provide an average of 30% of total calories with no more than 10% of calories from saturated fat. The Contractor will use Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences, National Research Council, to provide a generally recognized guideline of nutritional standards. The RDA’s Standards for all major vitamins and minerals must be met. Sodium must be limited to an average of 5 grams per day and
cholesterol must be limited to an average of 500 mg per day or less. Typically "spicy" foods (e.g., Frito pie, chili stew, enchiladas, etc.) must be prepared with mild seasonings. Additional seasoning (e.g., peppers or salsa) shall be made available in the dining hall.

b. The Contractor shall prepare meals to include foods consistent with the ethnic population of the facility. Flavor, texture, varieties and color combinations must also be considered. To decrease monotony, the 5-week cycle menu will be reviewed and revised by the Contractor at least annually. Unpopular menu items will be replaced by other more acceptable food items. Two menus (spring and summer) and (fall and winter) which reflect availability of seasonal foods, traditional holiday menus, and heavier foods during the colder weather months and light, cool, and crisp foods during the warmer weather months shall be provided.

c. Breakfast: The Contractor shall prepare and serve a balanced breakfast each day. Breakfast shall consist of such foods as fruit or juice, cereal, eggs, toast or bread substitute and margarine. A beef or turkey product shall be served at breakfast at least four (4) times per week. Each breakfast meal shall include 8 ounces of milk and coffee in accordance with A'viands' submitted menu. In addition, four (4) ounces of fruit drink in accordance with A'viands' submitted menus shall be served four times per week. The food shall be rotated to provide variety in sufficient quality and quantity to satisfy the needs of designated persons taking this meal.

d. Lunch/Dinner Meal: The Contractor shall prepare and serve balanced meals each day. The lunch and dinner meals shall consist of an entree, one (1) cooked vegetables or vegetable substitute, dessert, bread or bread alternative, margarine when appropriate, choice of available beverage, and salad. If tossed salad is served, it must contain lettuce and three additional raw vegetables such as tomato, celery, carrots or cabbage and include an appropriate salad dressing. At least one (1) of the salads being served during the day (either the lunch or dinner meal) shall be of a fresh fruit or fresh vegetable variety. Every lunch and dinner entree shall use beef, poultry or fish as the protein component. The entree will consist of 3-4 ounces (cooked weight) of meat, fresh poultry, or fish; or 8 ounces (cooked volume) of stew or casserole containing meat. Each lunch and dinner meal shall include a beverage in accordance with A'viands' submitted menu.

e. Miscellaneous: The Contractor shall provide two (2) desserts per day, one (1) at lunch, and one (1) at dinner. Either whole fresh fruit or sliced fresh fruit (4-6 ounce portion) shall be served not less than three (3) times per week and may be served for dessert.

f. No pork, pork product, or pork byproduct will be used as a menu item or in the preparation of any menu item.

2. Future changes to the menu shall be certified by a registered dietitian along with a complete nutritional analysis and cooked weight portion size for each item on the specified menu for each meal as required in this paragraph M.1 (a-f). The menu submitted, once reviewed and approved by NMCD, shall be instituted by the Contractor upon contract start date. All requests for changes in the approved menu shall be submitted to the Adult Prisons Division Director who shall make the final decision concerning the appropriateness of the menu. The Director of Adult Prisons may require the serving of a special meal, not on the cycle menu, one time per calendar quarter at each facility, such meal to be implemented in recognition of good behavior or special circumstances. The menu for the special meal will be determined by NMCD, with the assistance and guidance of Contractor to ensure that such meal is generally within Contractor's pricing parameters

3. The Contractor is required to provide for religious diets. Religious diets will be provided to inmates who have been approved by NMCD, in accordance with policy, to receive a religious diet including a kosher meal. The Contractor will provide a heart healthy menu option and a female specific menu of fewer calories.

4. Where combination foods are on the menu, the Contractor shall make available the recipe providing the list of ingredients and their quantities, the number of servings, and the size of each serving with the five (5) week menu cycle. Holiday and special event menus shall be provided. At a minimum, the Contractor
shall provide special dinners at all facilities on the following holidays:

New Mexico Corrections Department Holiday and Special Event Calendar
Martin L. King Day
Memorial Day
Labor Day
Christmas Day
Spring Holiday
Independence Day
Thanksgiving Day
Super Bowl Sunday

a. For the traditional fall or winter holidays (i.e. Thanksgiving, Christmas and Martin Luther King Day), two (2) entrees shall be provided to each inmate to consist of either turkey or roast beef, excluding processed products. The ethnic population requirements and holiday requirements apply to food prepared and served for all.

b. For the spring or summer holidays (i.e. Spring Holiday, Memorial Day, Independence Day and Labor Day), the menu shall consist of two (2) entrees for each inmate to consist of either barbecue beef, or barbecue chicken. For each holiday, each inmate shall receive at least four (4) ounces of each entree served to consist of a total weight of (8) ounces for the meal. Processed meat products may not be used in whole or in part to comply with the meat entree requirements.

c. For Super Bowl Sunday dinner, the Contractor shall provide a sack lunch which consists of the following: two sandwich rolls (hoagie bun, submarine bun, or the like); six (6) ounces of sliced roast beef and/or sliced roast turkey lunch meat; two (2) ounces of sliced low fat cheese; lettuce, sliced tomato, sliced onion, pickles, jalapeno, mayonnaise, and mustard; two (2) ounces of commercially packaged potato chips; % cup of potato salad; one (1) commercially packaged candy bar of at least one-and-a-half (1.5) ounces; a 12-ounce can/plastic bottle of carbonated soda.

6. Sack Lunches:
The Contractor shall prepare and date all sack lunches as may be requested. The sack lunch shall consist of two (2) sandwiches containing a minimum of 1 1/2 ounces of protein complement per sandwich, a piece of fruit, a dessert, one (1) commercially package of potato chips or other similar item, and a beverage. A larger sack lunch for outside work details containing additional food items may be prepared and charged for at 1 1/2 times the normal meal cost at the discretion of the Facility Warden. The Contractor shall vary the type of meat and other items in the sandwiches on a strict rotation basis to avoid repetition. The Contractor shall provide a five-week sack lunch menu. The menus shall have a variety of meals.

7. Lockdown Menus
a. The Contractor shall provide actual menus for the first three (3) days of a facility lockdown.

b. If the lockdown continues beyond three (3) days, the Contractor shall submit additional menus for the designated facility.

c. The Contractor shall maintain a three (3) day inventory for the lockdown menu.

8. All menus shall be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor, including the nutrient analysis and portion size for all items as served. The Contractor
shall cite references used to determine nutritional value.

9. All menus shall be reviewed and approved by the NMCD dietitian.

**O. Medical Diets**

1. The 5-week cycle menu shall generally meet the dietary requirements for low-fat and low-sodium diets. With diet counseling for inmates from the medical staff and inmate avoidance of some menu items, this same general menu will also meet the needs for low cholesterol, bland and diabetic diets.

2. The Contractor is responsible for developing a diet manual for the most commonly prescribed medical diets, such as soft, mechanical soft, liquid, pureed, low protein, and renal. The Contractor will prepare and serve these and any other prescribed medical diets, at regular meals and snacks ordered by the medical staff. The Contractor's dietician must be consulted for any medical diets that are not clearly addressed in the diet manual. The diet manual will be reviewed and approved by the NMCD Medical Review Board.

3. Meals and snacks for medical diets will be prepared and served in compliance with physician's orders, the Standard of Care for medical diets, and the approved Diet Manual. Where possible, the food items served according to the menu of the day will be modified for particular inmates to comply with any medical diet ordered for that inmate (e.g., puree certain food items for particular inmates). Medical diets shall be served during normal serving times except as ordered by the physician. The Contractor is responsible for providing all medically prescribed diets, including snacks for diabetics, and nutritional supplements such as Ensure™.

4. The Contractor, at a minimum, may be required to develop and provide a medical diet menu for diabetics (soft, liquid, pureed, low protein and renal) and include a diabetic snack with caloric values of 1,800, 2,200, 2,400, and 2,800 calories and make those available for inmates determined by the medical provider of the Central New Mexico Correctional Facility (CNMCF).

5. The Contractor, at a minimum, may be required to provide protein shakes and fresh eggs (boiled or scrambled) which can be prepared in food service, to those inmates determined by the medical provider at the CNMCF special care units (LTCU, Geriatrics', MHTC and Alternative Placement Area (APA). Additionally, protein bars can be purchased or prepared when necessary.

6. The Food Service Director in each facility shall have a dietitian available to calculate and write menus for those medical diets not covered by the general menu.

7. As requested, the Contractor shall follow established procedures, which will allow for removal of inmates from special diets who fail to comply with the prescribed diet. This is to safeguard both the Contractor and NMCD from potentially costly lawsuits. The procedure shall be approved by the NMCD Medical Director or his or her designee.

**P. Change Orders**

1. At any time, NMCD may make changes within the general scope of services of the Agreement by issuing a "change order", as defined in Section 13-1-38, NMSA 1978. If a change order affects the Contractor's costs, the parties shall mutually agree on a price adjustment.

2. If Contractor identifies a special project or additional work, a written cost estimate and schedule shall be submitted to NMCD. The cost estimate will be based upon the administrative, food, and supply costs
submitted in the Contractor's proposal and this Agreement. Prior written approval by NMCD for all change orders, whether initiated by Contractor or Department is necessary.

III. COMPENSATION - PAYMENT OF INVOICES

A. Billing
The Contractor, on a bi-weekly basis, shall submit a separate billing for each Corrections Department facility and any other required documentation to support meal services provided. The billing must contain by date, the actual number of meals served in each facility and the applicable rate applied per meal.

B. Payment Terms
Payment terms required of NMCD shall be net thirty (30) days, measured from the date NMCD receives the Contractor's invoice to the date the Contractor receives payment.

IV. REQUIRED RECORDS, INSPECTIONS, AND MEETINGS

A. Recording Keeping Requirements
The Contractor shall maintain the following records which shall be made available to NMCD upon request.

1. Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. NMCD reserves the right to verify the number of meals served.

2. A two week current staffing pattern and work schedules for all employees.

3. A complete job description for all positions and inmate assignments.

4. Records of all staff to include days worked and absences.

5. Records of meal counts for each meal by location according to established meal count procedures.

6. Daily records documenting all refrigerator and freezer temperatures, serving temperatures of all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to meet health standards and to document compliance with the New Mexico Environment Department Food Service and Food Processing Regulations, and with American Correctional Association (ACA) Standards.

7. The planned menu for the coming month shall be dated, posted and distributed to the inmate population or posted in a conspicuous place.

8. Nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include procedures for hazard analysis critical control point (HACCP Plans).

9. A sample meal of each meal prepared and served shall be kept for 72-hours for testing purposes.

10. A daily food temperature log in the prison segregation units and other satellite feeding locations.

B. Inspections and Meetings
1. Personnel of NMCD may at any time inspect the following: the food storage area, preparation area, serving areas, and test food for palatability, proper portion size, accuracy of medical diets (CNMCF Long Term Care Unit and the MHTC Unit), and attractiveness. The Department may reject food or material if it does not meet the specifications contained in the terms of the contract or in the approved menu, and require the Contractor to substitute food or material, which complies with the specifications.

2. A Contractor's representatives and Department representatives shall meet quarterly to discuss contract compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall be submitted to the Director of Adult Prisons or the Food Service Contract Monitor and Compliance Bureau Chief by the Contractor.

V. FEDERAL SURPLUS COMMODITIES

A. Use of USDA Commodities

The Contractor also agrees to fully use the U.S. Department of Agriculture's donated food program commodities in meal preparation and to credit NMCD facilities monthly invoices accordingly. The credit will be equal to the Contractor's discounted purchase price received from the Contractor's supplier(s) for the same commodity, including all discounts. Commodities ordered for each facility will be reviewed and approved by the Food Service Director assigned to the facility and the warden.

The Contractor shall maintain the records of commodities consumed for a period of three (3) years from the close of the Federal fiscal year. The records shall be made available for inspection and audit at any reasonable time and place by representatives to the distributing agency, NMCD, and other duly authorized State or Federal representatives.

Facilities that receive commodities shall ensure that they are made available to the Contractor and used only to benefit the facility's feeding operation.

B. Inventory Control of USDA Commodities

Inventory control of the U.S. Department of Agriculture commodities shall be the responsibility of the facilities.

C. Compliance with Federal Regulation 250.8

Contractor agrees to abide by Code of Federal Regulation 250.8, as follows:

1. Any commodities received by the Recipient Agencies and made available to the Food Service Management Company shall inure only to the benefit of the Recipient Agencies feeding operation and shall be used therein.

2. The foods and records of the Food Service Management Company pertaining to the feeding operation of the Recipient Agency shall be available for a period of three (3) years from the close of the Federal fiscal year to which they pertain for inspection and audit by Representatives of the Distributing Agency, of the U.S. Department of Agriculture, and of the General Accounting Office at any reasonable time and place.
VI. DETAILED REQUIREMENTS

A. Performance Bond and Insurance Requirements

1. The Contractor shall be required to furnish NMCD with a performance bond equal to ten percent (10%) of the face value of the total annual contract, throughout the term of the contract. A binder to obtain this Bond shall be secured and delivered to State Purchasing Division, with a copy to the NMCD Procurement Manager within 72 hours of notification to contractor of intent to enter into a contract.

2. Contractor agrees that to protect itself and NMCD under this indemnification clause, it shall, at all times during the term of this agreement, have and keep in force liability insurance. Such insurance shall be written by an insurance company licensed to conduct business in the State of New Mexico and shall cover all liability which might arise out of the provision of services under this agreement. Such insurance, which shall designate NMCD as an additional insured, shall provide the following minimum limits of coverage.

a. Comprehensive General Liability, $1,000,000 Combined Single Limit, to include coverage for the following:
   1. Premises-Operations
   2. Products/Completed Operations
   3. Contractual Insurance
   4. Broad Form Property Damage
   5. Independent Contractor
   6. Personal Injury
b. Automobile Liability, $1,000,000 Combined Single Limit
c. Workers' Compensation and Employers' Liability
   I. Workers' Compensation - Statutory
2. Employer's Liability - $1,000,000
d. A certificate of Insurance of Contractor's insurance coverage shall be provided to the NMCD annually.

VII. PENALTIES, DEFAULT BY CONTRACTOR, AND LIQUIDATED DAMAGES

A. Definition of Default

Default on the part of the Contractor is defined as the Contractor's material failure to comply with any provision of this Agreement including the Penalties delineated in Section VI.B.

B. Penalties

The following penalties shall be applicable to the Contractor (except where the failure to comply with the requirements set forth are due to the Agencies actions or inactions):

1. Non-compliance with mandatory staffing: $50 per day for each day a mandatory position is vacant (not filled), except where no qualified employees are available and/or Agency declines approval of any qualified applicants.
2. Non-compliance with maintaining required records: $100 for each day a required record is not maintained for each record.
3. Non-compliance with employee training requirements: $100 per day for each employee who does not receive required training on a timely basis, until training is received. No penalty shall accrue to the Contractor if the Procuring Agency failed to make training required and provided by the Procuring Agency available on a timely basis, except where an extension is granted due to the
exigency of the commencement of this agreement.
4. Non-compliance with billing. For each occurrence of billing for more than the actual number of meals served $100 per occurrence plus the refund of the cost of meals billed but not served.
5. Non-compliance with mandatory and non-mandatory food service standards during an audit: For non-compliance with standard during an official ACA audit $800 and non-compliance with each non-mandatory food service standard during an official ACA audit $400.
6. Non-compliance with ACA Food Service Standards: $10,000 for each instance of non-compliance with a Mandatory Standard; $500 for each instance of non-compliance with non-mandatory standards.
7. Non-compliance with New Mexico Environment Department. For each critical violation on any New Mexico Environment Department inspection report: $1,000 per critical violation cited, and $100 per each non-critical violation cited.
8. Non-compliance with NMCD Food Service Inspection: $100 for each inspection that notes a deficiency.
9. Non-compliance with published menu: For each instance of deviation from the published menu without authorization: $100.
10. Non-compliance with sufficient food: For each instance of insufficient amount of food to feed each inmate the published meal at the required portions: $1000.
11. Non-compliance with sack lunches: For each instance of deviation, or shortage on sack lunch without authorization: $100.
12. Non-compliance with following approved recipe: For each instance of failing to follow the recipe (proper amount, correct ingredients, or both): $100.
13. Non-compliance with meal start time: For each meal that starts more than 30 minutes late due to fault of Contractor: $100 per occurrence.
14. Non-compliance with food purchase: For each instance of failing to meet minimum standards of food purchase specification, $100 per occurrence.
15. Non-compliance with two-week inventory of non-perishable food goods: $100 per day for each day of non-compliance.
16. Non-compliance with prescribed medical diets and approved religious diets: $100 for each instance of non-compliance.
17. Non-compliance with comprehensive culinary arts or food service management training. For each day of non-compliance with the requirement to have 25 percent of inmates assigned to food service are enrolled in a comprehensive culinary arts or food service management training program, including a course curriculum and record of successful completion of the program for each inmate enrolled and granted a certificate $100 per day.
18. Non-compliance with contract requirements: For any contract requirement, not cited above, found to be in non-compliance if reported in writing to the Contractor and Contractor does not cure within prescribed time lines $100 per day for each day of non-compliance until corrected.

C. Notification of Default and Liquidated Damages

Upon the occurrence of Default on the part of the Contractor, NMCD shall provide written notice to the Contractor of the default and the Contractor must cure the default within 30-days, unless NMCD notifies the Contractor of its intent to terminate pursuant to the Statewide Food Service Contract. If the Contractor fails to cure the default within the reasonable period of time specified, or if there have been several defaults or a series of defaults, NMCD may pursue any remedy allowed by law or in equity. If said default is a failure to comply with any provision of this Agreement or failure to remedy instance of non-compliance in the penalties section of this Agreement, the Contractor will pay NMCD liquidated damages in the amounts specified, for each day or occurrence, as applicable and specified in the penalties section, that the Contractor is in default; and for each provision of this Agreement or performance measure that the Contractor has failed to cure. This provision shall not impair the right of NMCD to reduce the daily service fee.
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment  

Awarded Vendor  
(AD) 0000009332  
Summit Food Service Management, LLC  
1751 West County Rd B, Suite 30  
Roseville, MN 55113  

Telephone No. (651) 203-3552  

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.  

Invoice: As Requested  

Price Agreement Number: 20-000-00-00070 AD  
Price Agreement Amendment No.: Eleven  
Term: November 1, 2012 – October 31, 2015  

Procurement Specialist: Mona Espinosa  
Telephone No.: (505) 827-0218  

Title: Statewide Food Services  

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.  

In Accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2014 to October 31, 2015 with the same terms and conditions. Also attached and effective upon amendment execution is a revised compensation schedule entitled Children Youth and Families Department, Services Contract, AMENDMENT No. Ten.  

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.  

Accepted for the State of New Mexico  

New Mexico State Purchasing Agent  

Date: 10/30/14  

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
STATE OF NEW MEXICO
CHILDREN YOUTH AND FAMILIES DEPARTMENT
SERVICES CONTRACT
AMENDMENT No. Ten

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Children, Youth and Families Department, hereinafter referred to as the "Agency," and Summit Food Services LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the State Purchasing Division, State Purchasing Agent (SPD-SPA).

PURPOSE OF AMENDMENT:

1. Revise Section to extend the term of the agreement from October 31, 2014 to October 31, 2015.
2. Revise Attachment 2 – Budget (Amendment #9 executed July 11, 2014) to reflect an increase in price per meal.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Term, is hereby amended to read as follows:

3. Term.

• THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on October 31, 2015, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: signatures
Agency, Children, Youth and Families Department
Date: 10/27/14

By: signatures
Agency’s Legal Counsel – Certifying legal sufficiency
Date: 10/24/14

By: signatures
Agency’s Chief Financial Officer
Date: 10/28/14

By: signatures
Contractor/Summit Food Service Management
Date: 10/21/14

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03013817005

By: signatures
Taxation and Revenue Department
Date: 10/29/14

This Agreement has been approved by the SPD/SPA:

By: signatures
State Purchasing Agent
Date: 10/30/14
Revised Attachment 2 – Budget  
Dated September 17, 2014  
COST PER MEAL TABLE

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</table>

The above listed awarded vendor and pricing are based on the State Agency’s calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts and number of meals served are subject to negotiation for other Government Entities based on their needs at the time of Contract for use of this Statewide Price Agreement, SCOPE OF WORK cannot be changed.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(AC) 0000099943
Trinity Services 1, LLC
380 Scarlet Blvd.
Oldsmar, FL 34677

Telephone No. (508) 341-1818

Price Agreement Number: 20-000-00-00070
Price Agreement Amendment No.: Ten
Term: November 1, 2012 – October 31, 2015

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2014 to October 31, 2015 with the same terms and conditions. In addition, new compensation schedule per attached document entitled Department of Public Safety, Law Enforcement Academy Food Services AMENDMENT No. Two (2).

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 10/24/14

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
SERVICES CONTRACT No. 20-000-00-00070

STATE OF NEW MEXICO
Department of Public Safety, Law Enforcement Academy Food Services
AMENDMENT No. Two (2)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, Law Enforcement Academy, hereinafter referred to as the "Procuring Agency" and Trinity Services 1, LLC, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

2. Compensation.

A. Under this Amendment, the Procuring Agency shall pay to the Contractor in full for services satisfactorily performed at the rate per meal as indicated below and as reflected in the 2015 Sliding Scale, attached hereto as Attachment 1 and incorporated herein to this Amendment:

2.4% increase on the price per meal.

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO STATE PURCHASING AGENT. This Contract as amended shall terminate on October 31, 2015, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. This Amendment reflects year number two (2) of the available seven (7) additional option years as stated in the original contract. The contract is not to exceed a total of eight (8) years in duration.

All other articles of, and Amendments to, this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by
the NM State Purchasing Agent below, or a specified date, whichever is later.

By: [Signature]  Date: 10/20/14
Gregory J. Fouratt, Cabinet Secretary or designee
Department of Public Safety

By: [Signature]  Date: 1604/2014
Rosemary P. McCourt, Deputy Chief Counsel or designee
Department of Public Safety

By: [Signature]  Date: October 9, 2014
Michael Gutierrez, Chief Financial Officer or designee
Department of Public Safety

By: [Signature]  Date: 10/20/14
David M. Miller, Chief Operating Officer
Trinity Services 1, LLC

The records of the Taxation and Revenue Department reflect that the Contractor is registered with
the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and
compensating taxes.

ID Number: 03-229480-00-8

By: [Signature]  Date: 10/20/14
Taxation and Revenue Department

This Agreement has been approved by the NM State Purchasing Agent:

By: [Signature]  Date: 10/23/14
Lawrence O. Maxwell, NM State Purchasing Agent or designee
<table>
<thead>
<tr>
<th>2014 - 2015 Rate</th>
<th>2015 - 2016 Rate</th>
<th>2016 - 2017 Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.573</td>
<td>$0.154</td>
<td>$6.419</td>
</tr>
<tr>
<td>$7.401</td>
<td>$0.173</td>
<td>$7.228</td>
</tr>
<tr>
<td>$8.747</td>
<td>$0.205</td>
<td>$8.542</td>
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<tr>
<td>$9.263</td>
<td>$0.217</td>
<td>$9.046</td>
</tr>
<tr>
<td>$11.593</td>
<td>$0.272</td>
<td>$11.321</td>
</tr>
</tbody>
</table>

New Mexico State DPS Academy
Timely Services Group

Attachment 1
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment  

Awarded Vendor  
(AD)0000009332  
Summit Food Service Management  
1751 West County Rd B, Suite 30  
Roseville, MN 55113  
Telephone No. (651) 203-3552  

Price Agreement Number: 20-000-00-00070  
Price Agreement Amendment No.: Nine  
Term: November 1, 2012 - October 31, 2014  

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.  

Invoice:  
As Requested  

Title: Statewide Food Services  

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.  

This amendment is issued to reflect the following revisions effective 7/11/2014:  

In accordance with Agreement provisions, and by mutual agreement of all parties, Attachments 1, 2 and 3 are revised as defined in the attachments entitled:  

State of New Mexico  
Children Youth and Families Department  
Services Contract  
AMENDMENT No. Nine  

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.  

Accepted for the State of New Mexico  

[Signature]  
New Mexico State Purchasing Agent  

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472  

Date: 7/11/14
STATE OF NEW MEXICO
CHILDREN YOUTH AND FAMILIES DEPARTMENT
SERVICES CONTRACT
AMENDMENT No. Nine

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Children, Youth and Families Department, hereinafter referred to as the "Agency," and Summit Food Services Management, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the State Purchasing Division, State Purchasing Agent (SPD-SPA).

PURPOSE OF AMENDMENT:

1. Revise Attachment 1 – Scope of Work (Amendment 6 effective on November 01, 2013), to include Lincoln Pines Youth Center (LPYC) throughout specifically to amend Section A (I), Section I, and Section N to include additional language referenced below.

2. Revise Attachment 2 – Budget (Amendment #7 executed November 02, 2013) to include Lincoln Pines Youth Center.

3. Revise Attachment 3 – CYFD Administration and Fiscal Standards to replace Attachment 3 (Amendment #6 executed November 01, 2013) in its entirety with the newly revised version of the CYFD Administrative and Fiscal Standards dated September 3, 2013, as incorporated herein as Revised Attachment 3.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Attachment 1 – Scope of Work (Amendment #6 executed on November 01, 2013), is hereby amended to include the following changes:

a. Section A (I) - Scope of Work Specifications, Paragraph number 1 shall read as follows:
   • The scope of work shall consist of operating a healthy, nutritious and well-balanced food service program at the Youth Diagnostic and Development Center (YDDC), Albuquerque, New Mexico; Camino Nuevo Youth Center (CYNC), Albuquerque, New Mexico; John Paul Taylor Center (JPTC), Las Cruces, New Mexico; Lincoln Pines Youth Center (LPYC), Ft. Stanton, New Mexico; and other sites requested by CYFD in accordance with New Mexico Environment Department standards, Public Education Department, federal, state and CYFD Policy and Procedures.

b. Section I - Meal Preparation Location, first sentence shall read as follows:
   • The kitchens at the YDDC, CNYC, JPTC, LPYC or other locations as approved by CYFD if necessary.
c. Section N - Personnel, Paragraph number 1 shall include the following:

<table>
<thead>
<tr>
<th>Location</th>
<th>Director</th>
<th>Assistant Manager(s)</th>
<th>Other Staff</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>YDDC*</td>
<td>0.5</td>
<td>0.5</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>CYNC*</td>
<td>0.5</td>
<td>0.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JPTC</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LPYC</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]
Agency, Children, Youth and Families Department
Date: 6/30/14

By: [Signature]
Agency’s Legal Counsel - Certifying legal sufficiency
Date: 6/30/14

By: [Signature]
Agency’s Chief Financial Officer
Date: 6/30/14

By: [Signature]
Contractor Summit Food Service Management
Date: 6/10/14

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03013817005

By: [Signature]
Taxation and Revenue Department
Date: 6/30/14

This Agreement has been approved by the SPD/SPA:

By: [Signature]
State Purchasing Agent
Date: 7/11/14
Revised Attachment 2 – Budget dated May 12, 2014
COST PER MEAL TABLE

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico Corrections Department: CNMCF, SNMCF, WNMCF, PNM, RCC</td>
<td>$1.56</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Las Vegas Medical Center</td>
<td>$2.86</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Sequoyah Adolescent Treatment Center</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Turquoise Lodge</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC</td>
<td>$3.45</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: YDDC SNACKS</td>
<td>$0.51</td>
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</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: CYNC SNACKS</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC</td>
<td>$4.52</td>
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</tr>
<tr>
<td>New Mexico Children, Youth and Families Department: JPTC SNACKS</td>
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<tr>
<td>New Mexico Children, Youth and Families Department: LPYC</td>
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<td>New Mexico Children, Youth and Families Department: LPYC SNACKS</td>
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<tr>
<td>New Mexico Corrections Department: Training Academy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>500-1000</td>
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</tr>
<tr>
<td>1001-1500</td>
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<tr>
<td>1501-2000</td>
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<tr>
<td>2001-over</td>
<td>$5.87</td>
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<tr>
<td>New Mexico Department of Public Safety: Law Enforcement Academy</td>
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<tr>
<td>0-1500</td>
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<td>1501-2000</td>
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</tr>
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<td>3001-4000</td>
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<tr>
<td>Greater than 4000</td>
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<td>Summit</td>
</tr>
<tr>
<td>All Snacks</td>
<td>$0.51</td>
<td>Summit</td>
</tr>
</tbody>
</table>

The above listed awarded vendor and pricing are based on the State Agency’s calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts and number of meals served are subject to negotiation for other Government Entities based on their needs at the time of Contract for use of this Statewide Price Agreement, SCOPE OF WORK cannot be changed.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.
REVISED ATTACHMENT 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S
ADMINISTRATIVE
AND
FISCAL STANDARDS

For Sole Proprietors,
For Non-Profit Organizations,
Local Bodies of Government,
And
For-Profit Incorporated Entities
Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.

2. The Board shall ensure that the agency has current by-laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency’s Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Revised September 3, 2013
Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.

3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
   a. Job title;
   b. Salary range;
   c. Duties;
   d. Responsibilities of the positions;
   e. Required minimum experience;
   f. Required minimum training;
   g. Required minimum education.

4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
   a. Job description;
   b. Initial application/resume;
   c. Documentation of reference letters;
   d. Result of employment investigation;
   e. Background checks;
      1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
   f. Education/experience required;
   g. Wage and salary information;
h. Job performance evaluation;
  i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
  j. Incident reports;
  k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor’s programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American’s with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.

2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).

2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising
out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD’s loss, if any to such property, in the event of fire or other hazard.

4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall name Children, Youth and Families Department as an “Additional Insured” with the insurance carrier of the contractor’s liability insurance. A copy of the contractor’s “Certificate of Liability Insurance” proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts

2. General Ledger

3. Cash receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.

5. Subsidiary ledgers, if applicable to the organization.

6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
   e. Location and use of property;
   f. Disposition data including date and price, if any.

7. Payroll journals and employee earnings records.

8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
c. Authorized check signatures;
d. Bank reconciliations;
e. Separation of duties;
f. Accounting system;
g. Travel;
h. Cost allocation method;
i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.

3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.

3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.

4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.
Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under $100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form “Schedule C”. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under $150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall prepare financial statements that include a Revenue and Expenditure - Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures - Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.

   b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.

3. Audits for a contractor receiving $150,000.00 to $300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.

   b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
4. Audits for a contractor receiving $300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

   a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over $500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

   a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.

   b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

6. Financial Statements, AUP and Audits must be mailed to:

   Children, Youth and Families Department
   Contract/Audit Unit
   P.O. Box 5160
   Santa Fe, NM 87502

   SOURCE SHEET

   ADMINISTRATIVE REQUIREMENTS
   Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also know as the Common Rule.
OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

**COST PRINCIPLES**

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

**AUDITS**

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.


FASB and AICPA Statements and Professional Pronouncements.
State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
(AC) 0000099943  
Trinity Services 1, LLC  
380 Scarlet Blvd.  
Oldsmar, FL 34677

Telephone No. (508) 341-1818

Price Agreement Number: 20-000-00-00070  
Price Agreement Amendment No.: Eight  
Term: November 1, 2012 - October 31, 2014

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Mona Espinosa  
Telephone No.: (505) 827-0218

Invoice:  
As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]  
New Mexico State Purchasing Agent  
Date: 11/14/13

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor  
(AD)0000009332  
Summit Food Service Management  
1751 West County Rd B, Suite 30  
Roseville, MN 55113  

Telephone No. (651) 203-3552

Price Agreement Number: 20-000-00-00070

Price Agreement Amendment No.: Seven

Term: November 1, 2012 - October 31, 2014

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: Mona Espinosa  
Telephone No.: (505) 827-0218

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective 11/02/2013:

The attached cost table entitled “ATTACHMENT 2 COST PER MEAL TABLE” shall replace the previous cost table listed in the Services Contract #20-000-00-00070, with the New Mexico Children, Youth and Families Department referenced in Amendment No. Six, and all other cost tables listed in same statewide price agreement for this vendor. The price Adjustment reflects the increase in the current Consumer Price Index.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]

Date: 11/7/13

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
## ATTACHMENT 2
### COST PER MEAL TABLE

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Mexico Corrections Department: CNMCF, SNMCF, WNMCF, PNM, RCC</td>
<td>$1.56</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Las Vegas Medical Center</td>
<td>$2.86</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Sequoyah Adolescent Treatment Center</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Health: Turquoise Lodge</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children Young and Families Department: YDDC</td>
<td>$3.45</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children Young and Families Department: YDDC SNACKS</td>
<td>$5.51</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children Young and Families Department: CYNC</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children Young and Families Department: CYNC SNACKS</td>
<td>N/A</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children Young and Families Department: JPTC</td>
<td>$4.52</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Children Young and Families Department: JPYC SNACKS</td>
<td>$5.51</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Corrections Department: Training Academy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>500-1000</td>
<td>$9.14</td>
<td>Summit</td>
</tr>
<tr>
<td>1001-1500</td>
<td>$9.08</td>
<td>Summit</td>
</tr>
<tr>
<td>1501-2000</td>
<td>$6.87</td>
<td>Summit</td>
</tr>
<tr>
<td>2001-over</td>
<td>$5.87</td>
<td>Summit</td>
</tr>
<tr>
<td>New Mexico Department of Public Safety: Law Enforcement Academy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1500</td>
<td>$10.40</td>
<td>Summit</td>
</tr>
<tr>
<td>1501-2000</td>
<td>$9.27</td>
<td>Summit</td>
</tr>
<tr>
<td>2001-3000</td>
<td>$9.11</td>
<td>Summit</td>
</tr>
<tr>
<td>3001-4000</td>
<td>$7.34</td>
<td>Summit</td>
</tr>
<tr>
<td>Greater than 4000</td>
<td>$6.22</td>
<td>Summit</td>
</tr>
<tr>
<td>All Snacks</td>
<td>$.51</td>
<td>Summit</td>
</tr>
</tbody>
</table>

The above listed awarded vendor and pricing are based on the State Agency's calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts and number of meals served are subject to negotiation for other Government Entities based on their needs at the time of Contract for use of this Statewide Price Agreement. SCOPE OF WORK cannot be changed.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.
Awarded Vendor
(AD)0000009332
Summit Food Service Management
1751 West County Rd B, Suite 30
Roseville, MN 55113
Telephone No. (651) 203-3552

Price Agreement Number: 20-000-00-00070
Price Agreement Amendment No.: Six
Term: November 1, 2012 - October 31, 2014

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Invoice: As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective 11/01/2013:

Include the attached contract, "Services Contract #20-000-00-00070 New Mexico Children Youth and Families Department" into statewide price agreement number 20-000-00-00070.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 11/7/13

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
STATE OF NEW MEXICO

Services Contract # 20-000-00-00070
New Mexico Children Youth and Families Department

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Children Youth and Families Department hereinafter referred to as the "Procuring Agency" and Summit Food Service Management LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the State Purchasing Division, State Purchasing Agent (SPD-NMSPA).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The scope of work shall consist of providing on-site dietary operations to include appetizing appealing meal preparation and serving of all meals for CYFD clients and staff. The food program should promote health through menus that feature a variety of delicious, appealing, nutritious offerings. Management of the food service operation will also include:
   - Purchasing
   - Receiving
   - Establishing food and supply needs
   - Food storage
   - Sanitation/Cleanliness
   - Documented Maintenance/Cleaning Schedule Manuals
   - Menu planning
   - Training of kitchen staff and clients assigned to the kitchen facility
   - Quarterly Dietitian reviews
   - Record keeping and accountability
   - Custom invoicing
   - Compliance with all applicable CYFD Policies and Procedures, State and Federal Regulations including but not limited to the State Public Education Department Student Nutrition Program and New Mexico Environment Department Food Service and Processor Regulations.

   The Contractor shall perform the CYFD Scope of Work as identified in Attachment 1

2. **Compensation.**
   A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate per meal as indicated on ATTACHMENT 2 excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Procuring Agency to the Contractor. **In no event will the Contractor be paid for services provided in excess of the total rate per meal amount without this Price Agreement being amended in writing.**

   B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the NMSPA. Invoices should be received by the 15th of each month for previous month's
services. Final invoices MUST BE received by the Agency no later than fifteen (15) days after the
termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL
NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and
expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date
of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a
letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may
take to provide remedial action. Upon certification by the Agency that the services have been received and
accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If
payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the
agency shall not incur late charges, interest, or penalties for failure to make payment within the time
specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SPA.
This Agreement shall terminate on October 31, 2016 unless terminated pursuant to paragraph 4
(Termination), or paragraph 5 ( Appropriations). The term of this Agency Contract issued under Price
Agreement shall be for four (4) years with the option to extend for a period of three (3) additional years,
or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New
Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement
shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract
for a professional services contract, including extensions and renewals, shall exceed four years, except
as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written
notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as
otherwise allowed or provided under this Agreement, the Agency’s sole liability upon such termination shall
be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the
Agency is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is
the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect
either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall
submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.
Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the
Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the
Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is
indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations
paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE’S OTHER
LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS
AGREEMENT.”

B. Termination Management. Immediately upon receipt by either the Agency or the
Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further
obligations for salaries, services or any other expenditure of funds under this Agreement without written
approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to
the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the
protection, preservation, retention or transfer of all property titled to the Agency and records generated under
this Agreement. Any non-expendable personal property or equipment provided to or purchased by the
Contractor with contract funds shall become property of the Agency upon termination and shall be submitted
to the agency as soon as practicable.
5.   **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6.   **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7.   **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8.   **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the CYFD Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Section 19 Records and Financial Audit of this agreement.

9.   **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10.  **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11.  **Product of Service-Copyright.** All materials developed by the Contractor under this Agreement solely for the Agency shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced by the Contractor under this Agreement solely for the Agency shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. **Conflict of Interest; Governmental Conduct Act.**
   The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. **Amendment.**
   A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
   
   B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

14. **Merger.**
   This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law.**
   The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**
   The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**
   The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**
   The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. **Records and Financial Audit.**
The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

20. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

The Agency shall defend, indemnify and hold harmless the Contractor from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Agency, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Agency resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Agency, the Agency shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Contractor by certified mail.

21. **New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: [http://insurenewmexico.state.nm.us/](http://insurenewmexico.state.nm.us/).
22. **Employee Pay Equity Reporting**
   Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

   Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. **Invalid Term or Condition.**
   If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. **Enforcement of Agreement.**
   A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. **Notices.**
   Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

   To the Agency:
   John Sweeney, Deputy Director
26. **Authority.**
   If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

27. **Background Checks.**
   Any security clearances and/or background checks that may be required by the agency for the contractor and its employees must be obtained prior to commencement of services under this Contract at the expense of the Contractor. User agency reserves the right to deny any employee of the contractor, access to the agency property should that employee be in violation of any criteria required for the security clearance.

   The contractor and its employees agree to cooperate with and abide by any and all rules and regulations set forth by the agency so as not to interfere with the daily operations of the agency or to jeopardize the health and safety of all employees, inmates or the general public.

   The agency reserves the right to escort any or all employees of the contractor off of the agency property for any inappropriate conduct or actions that jeopardize the safety, security, or well being of the facility. Any employee of the contractor found in violation of any law, agency rule, or regulation while will be disciplined or prosecuted accordingly.

28. **Health Insurance Portability and Accountability Act of 1996.**
   The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in Attachment 4, which is attached and incorporated by reference.

29. **Certification regarding Responsibility Matters**
   "Any prospective Bidder/ Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars ($20,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agree to disclose whether they, or any principal of their company:
   
   A. Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
   
   B. Have within a three-year period preceding this offer, been convicted of or had 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) contract or subcontract; violation of Federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property.

C. Are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph B of this disclosure.

D. Have preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied.
   1. Taxes are considered delinquent if both of the following criteria apply:
      a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
      b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

E. Have within a three year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances.

A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror’s responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document, the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further, the State Purchasing Agent or Central Purchasing Officer may suspend or debar the
contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.”

30. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3—Administrative and Fiscal Standards, unless the Contractor effectively Demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature]  
Agency/ NM Children Youth and Families Department
Date: 10/24/13

By: [Signature]  
Agency's Legal Counsel – Certifying legal sufficiency
Date: 10-24-13

By: [Signature]  
Contractor/Summit Food Service Management
Date: 10/22/13

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number 03013817005

By: [Signature]  
Taxation and Revenue Department
Date: 10.25.13

This Agreement has been approved by the SPA:

By: [Signature]  
State Purchasing Agent
Date: 11/4/13

By: [Signature]  
Agency/ NM Children, Youth and Families, Department Chief Financial Officer
Date: 10/31/13
CHILDREN, YOUTH AND FAMILIES DEPARTMENT (CYFD)

ATTACHMENT 1

Scope of Work

DETAILED SCOPE OF WORK AND AGENCY SPECIFIC TERMS AND CONDITIONS

A. Scope of Work Specifications

1. The scope of work shall consist of operating a healthy, nutritious and well-balanced food service program at the Youth Diagnostic and Development Center (YDDC), Albuquerque, New Mexico; Camino Nuevo Youth Center (CNYC), Albuquerque, New Mexico; John Paul Taylor Center (JPTC), Las Cruces, New Mexico; and other sites requested by CYFD in accordance with New Mexico Environment Department standards, Public Education Department, federal, state and CYFD Policy and Procedures.

2. The meals provided shall meet all guidelines established by the Children, Youth and Families Department, Public Education Department Student Nutrition Bureau, United States Department of Agriculture (USDA) and all applicable federal guidelines.

3. The Contractor shall provide a total of three (3) meals per day plus snacks at times as specified by each facility Superintendent:

<table>
<thead>
<tr>
<th>Approximate Meal Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast: 6:00 a.m. to 7:30 a.m.</td>
</tr>
<tr>
<td>Lunch: 11:00 a.m. to 12:30 p.m.</td>
</tr>
<tr>
<td>Dinner: 4:30 p.m. to 6:30 p.m.</td>
</tr>
<tr>
<td>Notes:</td>
</tr>
</tbody>
</table>
4. The Contractor shall provide the current six (6) week menu provided for each facility. Any deviation from published menu will require the approval of the Superintendent or his designee and the CYFD, JJS Contract Manager, in writing, at least twenty-four hours prior to the change.

5. Clients of Facility shall take precedence over cash customers. The Contractor shall not advertise or promote any food services at the Facility.

6. The Contractor shall provide the required substitute for the daily meal any special diet or nutritional meals as requested by the Facility. The Contractor shall prepare and serve all medical diets and insure that the menu prepared is in compliance with the Facility physician’s orders. Dietary meals shall be as close in caloric and dietary content as regular meals. Medical diets shall be served during normal serving times except as ordered by a physician or CYFD dietician. In those cases, the Contractor shall insure that meals are prepared and served at times in the manner specified by the physician or CYFD dietician. The Contractor shall maintain complete records showing which clients are to be provided medical diets, contents of the diet, and whether each resident requests and received their prescribed meal. Dietary medical meals shall be maintained in a confidential manner by Contractor to protect the client’s medical/health information. Copies shall be submitted to the Health Care Administrator on a monthly basis. Previous month’s documentation shall be submitted no later than the fifth working day of each month. The Medical Staff will provide documentation of verbal diet orders within 24 hours. Facility medical staff shall prescribe medical diet detailing the client’s diet order and the Contractor Food Services Director shall coordinate the medical diets and shall calculate those medical diets ordered. When special dietary needs are ordered by the physician, the registered dietician provided by the Contractor will consult with medical staff at the Facility.

7. All meals shall be prepared on-site and under no circumstances will such meals be prepared off-site unless prior approval by the Superintendent and the CYFD/ JJS Contract Manager is given.

8. The Contractor is responsible for resident and staff satisfaction with meals prepared and served. At least on a quarterly basis, the Contractor will submit questionnaires to the client population to ascertain opinions and obtain suggestions to improve the quality of the meal and dietary services. Contractor shall provide reports to each facility and the CYFD/ JJS Contract Manager regarding results of questionnaires thirty days following each quarter with recommendations for improvement if noted.

9. The Contractor shall be responsible for all food purchases on its own credit and maintain food purchased in appropriate and adequate storage facilities to prevent spoilage.

B. Food Quality Specification

All menus must list all food items to be used in food preparation for menu plan. Recipes must be included with the menu plan. Recipes must be provided to the facility for review and approval. Menus should strive to provide an example of low fat, low sodium, well-balanced, home-cooked meals. Menus shall
meet accommodate cultural diversity of each facility population and address the needs of healthy diets taking into consideration the childhood obesity epidemic.

Processed items may not exceed 30%. The breakdown of meals should be – 50% of calories from carbohydrate, 20% from protein and 25% from fat (saturated fat not to exceed 10%) and the general guidelines are averaged over a week. Menus shall meet specified nutritional requirements to include:

1. Offer 100% whole grain 80% of the time or per National School Lunch/Breakfast guidelines.
2. Offer fruit and vegetables at every meal. Fresh fruit and vegetables vs. frozen or canned must be served a minimum of 50% of the time. Use of in season fruits and vegetables shall be used to offer a variety and exposure to many different types.
3. 4 oz 100% Juice will be served 2 times per day.
4. Reduced/low fat and fat free dairy milk for all three (3) meals.
5. All menus must be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor to meet the requirements contained in menu specifications. The Contractor must provide a nutrient analysis and cooked weight (volume) for each serving size portion, for every menu item. A registered dietitian must review menus on-site semi-annually to ensure adherence to all standards and requirements including National School Breakfast and Lunch Program. Menus, recipes and nutrient analysis must be provided to the facility for review and approval.
6. The National School Breakfast/Lunch requirements will be met with any extra calories after the minimum requirements are met used to provide a high quality protein to better meet our population needs. No meat and cheese sandwiches may be offered on the line unless approved by the facility. Meals will be served at a time designated by the Facility consisting of the following food items:

**CYFD Breakfast**

*Breakfast Meals are required to meet all guidelines for the National School Breakfast Program and are subject to change by NSBP and upon CYFD approval.*
CYFD Lunch meals must meet all standards for the National School Lunch Program and CYFD approved menus. Meals are subject to change by NSBP and upon CYFD approval.

### CYFD Dinner

- Two (2) main entrees consisting of high quality lean protein including a minimum of 4 oz. cooked weight. (Entrees must differ from what was served for lunch)
- Choice of two (2) quality hot cooked vegetables - ⅛ cup
- Rolls or bread selection
- Dessert selections
- Potato or starch accompaniment
- Salad bar consisting of a tossed green salad, four (4) vegetable accompaniments and two (2) choices of fresh salad dressing of which one (1) must be Ranch style
- In-season fresh fruit or canned fruit
- Daily – 1%, or lower (2 varieties of milk shall be offered). Chocolate milk must be offered a minimum of three (3) times per week.

### CYFD Sundays and Holidays

The Contractor shall provide a “festive occasion” menu to include two (2) appropriate premium entrees such as Baked Ham, Roast Turkey, or Roast Beef sliced on the line, Barbecued Beef, Chicken, Pork or Fish. Serving portion of the premium entree shall be a minimum of 3 oz. cooked weight. Clients will receive both premium entrees. Comparable substitute premium entrees will be provided to clients for Pork substitutes, if so desired.

Other arrangements may be made as requested by the Superintendent for location of serving meals.

### CYFD Sack Meals

Contractor shall prepare sack lunches on the days designated by the Facility consisting of the following items:

- One (1) meat and cheese sandwich, four (4) oz. in portion per sandwich consisting of ham, turkey breast, corned beef, pastrami, American or Swiss cheese along with lettuce, sliced tomato, onion and pickle
- Whole grain bread
- Canned fruit or Fresh Fruit to equal 1 Cup
- Potato chips, pretzels, Sun Chips or equivalent
- Low-fat milk
- Fresh cut vegetables 1 Cup
- Condiments

All sack lunches must be clearly dated and rotated.

### CYFD Special Event Meals
The Superintendent on occasion, may request special event and banquet meals. Dates and times will be selected by the facility Superintendent and must be approved in writing at least three (3) days prior to the event by the CYFD/JJS Contract Manager. Meal rates must be included with the request. Failure to receive pre-approval for the special event meal by the CYFD/JJS Contract Manager could result in non-payment.

Following are examples of special event meals:

A. BANQUET MEAL
   a. T-bone steak (8 oz. minimum), New York Strip (8 oz. minimum), Prime Rib (8 oz. minimum), Shrimp (8 oz. minimum), or other comparable equivalent as agreed upon with the Superintendent.
   b. One (1) quality hot cooked vegetable
   c. Choice of potato or rice
   d. Rolls or bread selection
   e. Tossed green salad
   f. One (1) dessert selection
   g. Choice of beverage

B. DELI BUFFET
   a. Selection of four (4) kinds of sliced meats
   b. Selection of two (2) cheeses
   c. Assorted breads
   d. Lettuce, sliced tomato, onion and condiments
   e. Cold salad such as potato, macaroni or cole slaw and baked beans
   f. Potato or corn chips
   g. Punch or soft drinks

C. GROUP TREATS/PIZZA PARTY
   a. Selections of meat and/or vegetarian pizzas
   b. Tossed green salad
   c. Assorted raw vegetables and dip
   d. Soft drinks

D. SUMMER COOK OUTS
   a. 1 4 oz. all-meat hamburger patty
   b. 2 all-meat hot dogs
   c. Lettuce, tomato, pickles, onion, condiments
   d. Hamburger and hot dog buns
   e. Potato or corn chips
   f. Low-fat or whole milk, 100% fruit juice or soft drink
Contractor shall provide snacks every morning and evening. A mid-afternoon snack will be served on Sunday afternoons and on Thanksgiving and Christmas. A variety of snacks containing protein shall be offered while meeting the requirements of the federal after-school snack program.

Contractor shall propose a minimum of a four (4) snack menus. Examples may include: meat sandwiches, bagels and cream cheese, Sun Chips, cheese and crackers, fruits and vegetables, etc.

Snack must include 2 components as required by National After-School snack program and must be approved by the facility/CYFD Dietitian.

Special events and catering services shall be scheduled, approved and agreed upon by CYFD and Contractor. Sufficient scheduling and planning time will be given to Contractor as required.

he Contractor shall insure that all bread provided or served as part of meals shall consist of whole grain 80% of the time served.

8. The Contractor shall ensure that all food preparation will be performed with minimum quantities of salt and saturated fat. Herbs and seasonings shall be used to enhance flavor when necessary. No animal fats such as lard will be used.

9. The Contractor shall ensure that main entrees consist of a variety of high quality, lean protein items such as beef, pork, chicken, turkey, fish, etc. All meat products should be used equally, with no one type of protein used in excess of other types without written approval of CYFD.

C. Medical Diets

1. The 6-week menu cycle shall generally meet the dietary requirements for low-fat and low-sodium diets. With diet counseling for clients from the Medical staff and client avoidance of some menu items, this same general menu will also meet the needs for low cholesterol, bland and diabetic diets.

2. The Contractor is responsible for developing a diet manual for the most commonly prescribed medical diets, such as soft, mechanical soft, liquid, pureed, low protein, and renal. The menus shall be approved by CYFD Medical Health Service Administrator and CYFD dietitian. The Contractor will prepare and serve these and any other prescribed medical diets and/or snacks ordered by the medical staff. The Contractor’s dietitian must be consulted for any medical diets that are not clearly addressed in the diet manual. The diet manual will be reviewed and approved by the CYFD’S Medical Unit Health Service Administrator or designee and the CYFD dietitian.

3. Meals and snacks for medical diets will be prepared and served in compliance with physician’s orders, the Standard of Care for medical diets, and the approved Diet Manual with prior approval of the CYFD Medical Health Service Administrator and CYFD dietitian. Where possible, the food items served according to the menu of the day will be modified for particular clients to comply with any medical diet ordered for that client (e.g., puree certain food items for particular clients). Medical diets shall be served during normal serving times except as ordered by the physician. The Contractor is responsible for providing all medically prescribed diets, including snacks for diabetics, but not including nutritional
supplements such as Ensure™, vitamins, or minerals.

4. The Food Service Director in each facility shall have a dietitian available to calculate and write menus for those medical diets not covered by the general menu.

5. Contractor shall coordinate and participate with medical staff and CYFD dietitian to provide healthy and medically appropriate diets, participate in food-based activities which educate the clients and staff on healthy eating including participation in horticultural programs, commissary offerings, and promoting overall culture of health.

D. Food Purchase Specifications

The specifications set forth below are to establish minimum qualities acceptable to CYFD in the procurement of raw foods. The contractor shall provide healthy, delicious meals that exceed the School Nutrition Program requirements, which address the childhood obesity epidemic and which provides an excellent example of how individuals should eat on a daily basis.

The Contractor shall furnish CYFD with a complete list of the grades and qualities of raw food to be used in the production of meals, snacks, and other nourishment.

<table>
<thead>
<tr>
<th>CHILDREN YOUTH AND FAMILIES Food Purchase Specifications</th>
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</thead>
<tbody>
<tr>
<td>1. Canned fruits – fancy and choice grades/water packed</td>
</tr>
<tr>
<td>2. Dairy products -- Grade A fresh milk 1.0 % % fat or lower</td>
</tr>
<tr>
<td>3. Eggs – USDA Grade AA (large)</td>
</tr>
<tr>
<td>4. Frozen foods – Grade A</td>
</tr>
<tr>
<td>5. Fresh produce and fruits -- #1 quality</td>
</tr>
<tr>
<td>6. Canned vegetables – choice and extra standard grades</td>
</tr>
<tr>
<td>7. Lean meats, poultry, and fish</td>
</tr>
<tr>
<td>Beef – USDA choice</td>
</tr>
<tr>
<td>Veal – USDA choice</td>
</tr>
<tr>
<td>Lamb -- USDA choice</td>
</tr>
<tr>
<td>Poultry – Grade A</td>
</tr>
<tr>
<td>8. Ground beef and ground turkey – USDA or better with no more than 15 and 20% fat content.</td>
</tr>
<tr>
<td>9. Low-Fat cheese is to be used for entrées, sandwiches, toppings and garnishes.</td>
</tr>
</tbody>
</table>

E. Utilization of USDA Commodities

The Contractor also agrees to fully utilize the U.S. Department of Agriculture donated food program commodities in meal preparation and to credit CYFD facilities monthly invoices accordingly. The credit
will be equal to the Contractor's purchase price received from the Contractor's supplier(s) for the same commodity, including all discounts. Commodities ordered for each facility will be reviewed and approved by the Facility Food Service Director and the facility.

The Contractor shall maintain the records of commodities consumed for a period of three (3) years from the close of the Federal fiscal year. The records shall be made available for inspection and audit at any reasonable time and place by representatives to the distributing agency, CYFD, and other duly authorized State or Federal representatives.

Facilities that receive commodities shall ensure that they are made available to the Contractor and used only to benefit the facility's feeding operation.

F. Inventory Control of USDA Commodities

Inventory control of the U.S. Department of Agriculture commodities shall be the responsibility of the facilities.

G. Compliance with all applicable Federal Regulations (CFR)

Contractor agrees to abide by Federal Regulation CFR's:

Recipient Agencies which desire to receive commodities may employ food service management companies to conduct their feeding operations, provided that the Recipient Agencies enter into written contracts with such companies. Contracts between Recipient Agencies and Food Service Management Companies must expressly provide that:

1. Any commodities received by the Recipient Agencies and made available to the Food Service Management Company shall inure only to the benefit of the Recipient Agency's feeding operation and shall be utilized therein.

2. The foods and records of the Food Service Management Company pertaining to the feeding operation of the Recipient Agency shall be available for a period of three (3) years from the close of the Federal fiscal year to which they pertain for inspection and audit by Representatives of the Distributing Agency, of the U.S. Department of Agriculture, and of the General Accounting Office at any reasonable time and place.

H. Food Inventory, Supplies and Purchases

1. The Contractor shall purchase and maintain an adequate inventory of expendable supplies including, but not limited to: disposable gloves, paper goods, trash can liners, plastic ware, cleaning supplies, and detergent and chemicals used in ware washing (dishware, utensils, pots, etc.). Generally, non-toxic substitutes for items such as bleach and oven cleaners will be used. Caustic and toxic substances will be handled in accordance with CYFD requirements.

2. The Contractor is responsible for purchasing the correct food items, supplies, and other merchandise. Such items shall be ordered and received in the required quantity and quality and the Contractor will ensure that deliveries are made timely in order to adequately meet the needs of each facility.

3. The Contractor will ensure that deliveries are made to correspond with the appropriate schedules and
security procedures of the facilities.
4. Food inventories purchased are the property of the Contractor and the Contractor is responsible for loss, damage, spoilage or theft thereof.
5. The Contractor shall be responsible for the proper delivery, handling, storage, and refrigeration of food items.
6. All foods items purchased by the Contractor for the food production are subject to inspection and approval by designated CYFD staff and other individuals designated by CYFD.
7. The Contractor agrees that preference shall be given to local suppliers whenever practical.
8. The Contractor shall maintain a two (2) week inventory in stock of nonperishable food. All inventories shall be rotated regularly and the Contractor shall insure food items are not served after the supplier’s/ manufacturer’s expiration date. The institution will not pay for spoilage, damage, obsolescence, or theft of food items.
9. The Department shall supply serving utensils, trays, and bowls. The Contractor shall supply all required Styrofoam products such as foam-hinged trays, plates, bowls and cups, etc. The Contractor shall be responsible for the inventory of all kitchen items, and ensure proper handling.
10. The Contractor shall purchase and supply all paper products, household items, and cleaning supplies.
11. The Contractor shall be responsible for proper storage control of those items to prevent any theft, damage, or other loss. All office supplies necessary for the management of the operation shall be provided by the Contractor, except those forms required by CYFD for compliance with established regulations.
12. The Contractor shall reimburse CYFD at five cents (.05) per page for photocopies reproduced on Department copiers.
13. Food Service equipment and trays damaged through the intentional or negligent acts of the Contractor or the Contractor’s employees shall be the Contractor’s responsibility to purchase replacements. Contractor is not responsible for reasonable wear and tear. The Contractor shall be responsible for the purchasing and cleaning of linen and uniforms for Contractor staff in the dietary operation. Contractor personnel will be required to wear distinctive food service uniforms.
14. Contractor shall assist and participate in the internal budget process by providing written input for each facility Business Manager. The information required shall consist of replacement of food service equipment and/or kitchen supplies, etc.

II. Meal Preparation Location

The kitchens at the YDDC, CNYC, JPTC or other locations as approved by CYFD if necessary.

1. Sack Lunches: The Contractor shall prepare and date all sack lunches that may be requested. The Contractor shall vary the type of meat and cheese as well as other items in the sandwiches, rotating to avoid repetition. The menus shall offer a variety.
2. All menus shall be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor, including the nutrient analysis and portion size for all items as served. The Contractor shall cite references used to determine nutritional value.
3. All menus and recipes shall be reviewed and approved by the CYFD Dietitian.
4. Leftovers shall not be stored and/or served for more than 72 hours. Leftovers may be offered as a third option but not as a substitute for a main entrée during the 72 hour period.
J. Authorized Food Service Operations

Contractor shall not be authorized to utilize the CYFD facilities or to conduct or prepare any food items for any other food service or purpose not specified in the contract without the written permission of CYFD.

K. Equipment Maintenance and Use

1. The Contractor will conduct and document inspections of food service equipment owned by CYFD. The Contractor shall immediately notify appropriate personnel, in writing, of any equipment malfunctions or equipment in need of replacement.
2. The Contractor will develop and implement a safety and instructional program to ensure that all food service staff and clients are familiar with proper operating procedures/conditions of food service equipment. This includes compliance with CYFD policies and procedures with regards to safety and security of all equipment, utilization of chits for inventory control and inventory control.
3. Repair or replacement of equipment necessitated by normal wear and tear will be accomplished by the facilities. The Contractor is responsible for repair and replacement of equipment that is rendered un-serviceable through the abuse or negligence of persons employed by the Contractor.
4. Contractor shall conduct and document daily, weekly and monthly cleaning of kitchen area to include at a minimum the dining room, dishwashing area, dry storage, refrigeration, freezer, all equipment, floors etc.

L. State Public Education Department (PED) Nutrition Program

1. The School Food Authority (SFA) (aka Facility) and Contractor (aka Food Service Management Company (FSMC)) shall comply with the most up-to-date regulatory requirements of the State Public Education Department Student Nutrition Program. These requirements include:

a. The food service operation will be maintained in conformance with 7 CFR Parts 210, 215, 220, 245 and 250 and FCS instructions and policy.

b. The State of New Mexico will retain responsibility for all contractual agreements on behalf of the school nutrition program.

c. The SFA shall determine eligibility for free and reduced-price meals in accordance with 7 CFR 245

d. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. 7 CFR 210.16(a)(4)

e. The State of New Mexico retains control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, (e.g., pricing for reimbursable meals, a la carte service, including vending machines and adult meals). 7 CFR 210.16(a)(4)

f. The SFA shall retain title to USDA donated foods. 7 CFR210.16(a)(6)

g. The SFA retains responsibility to ensure that all USDA donated foods made available to the FSMC, including processed donated foods, accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. This provision applies to any refunds received from processors that must be retained by the SFA. 7 CFR210.16(a)(6)
h. The State of New Mexico retains responsibility for liability for the distribution, loss of, or damage to commodities caused by fault or negligence as well as the right of the SFA to assert claims against other persons to whom donated foods are delivered for care, handling, or distributions. 7 CFR 250.12(b)(3)(4)  

i. The Contract is subject to review by the commodity distribution agency for compliance with the requirements of 7 CFR 250.12(c)(2).  

j. The SFA shall retain responsibility for control of the quality, extent, and general nature of its food service and the prices to be charged the children for meals. 7 CFR 210.16(a)(4)  

k. No payment is to be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet detailed specifications as developed by the SFA for each food component or menu item specified in the meal pattern requirements of 7 CFR Part 210, or do not otherwise meet the requirements of the contract. No specific time limit allowed. 7 CFR210.16(c)(3)  

l. Contracts are not permitted to contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income provision". 7 CFR 210.16(c)  

m. The SFA is responsible for maintaining all applicable health certification and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at SFA facilities. The FSMC will have state or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. 7 CFR210.16(a)(7) and 7 CFR 210.16(c)(2)  

n. The SFA is responsible for monitoring the food service operation through periodic on-site visits to ensure that the food service is in conformance with program regulations. 7 CFR 210.16(a)(3)  

o. The SFA is responsible for establishing and maintaining an advisory board composed of parents, teachers, and students to assist in menu planning. If FSMC is involved with the advisory board, the SFA will identify the specific FSMC responsibilities. 7 CFR 210.16(a)(8), 7 CFR 210.12  

p. SFA's must include a 21-day-cycle menu developed in accordance with the meal pattern requirements specified in 7 CFR Part 210, in the RFP. If a cycle menu is developed and submitted by the FSMC, it must be approved by the Student Nutrition Programs Unit. 7 CFR 210.16(b)(1)  

q. The FSMC is responsible for maintaining all applicable health certification and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at SFA facilities. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. 7 CFR 210.16(a)(7) and 7 CFR 210.16(c)(2)  

r. The FSMC is required to adhere to the cycle menu for the first 21-days of meal service with changes thereafter made only with the approval of the SFA. 7 CFR 210.16(b)(1)  

s. In the offering of a la carte food service, the FSMC must agree to offer free, reduced price and full price reimbursable meals to all eligible children. 7 CFR 210.16(a)  

t. The SFA is responsible for ensuring that all USDA-donated foods received by the SFA and made available to the FSMC, including processed donated foods, accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. To the maximum extent possible the SFA and FSMC will utilize USDA-donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. This provision also applies to any refunds received from processors. The FSMC is not permitted to enter into subcontracts for further processing of USDA-donated foods on behalf of the SFA. 7 CFR 210.16(a)(6)  

The FSMC will adhere to record retention requirements, i.e., records must be retained for a period of 3 years after the SFA submits the final claim for reimbursement for the fiscal year for
inspections and audit by representatives of the SFA, SA, USDA, and the Comptroller General, at any reasonable time and place. 7 CFR 210.23(c). If audit findings have not been resolved, the records must be retained beyond the 3-year period for as long as required for the resolution of the issue raised by the audit. 7 CFR 210.16(c)(1)

u. Records (books, paper, documents, and records of the contractor), which are directly pertinent, must be made available to the Comptroller General, USDA, the SA and SFA, upon request for the purpose of making audit, examination, excerpts and transcriptions. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.h)

The FSMC is responsible for maintaining records as the SFA will need to support its claim for reimbursement and must, at a minimum, report claim information to the SFA promptly at the end of each month and maintains such records as the SFA will need to support its claim for reimbursement and such records be made available to the SFA upon request. 7 CFR 210.16(c)(1)

v. The FSMC must report the daily number of meals served by type and must retain records to support the SFA’s claim for reimbursement for the daily number of meals served by type. 7 CFR 210.16(c)(1)

w. The FSMC and the SFA will comply with all appropriate federal and state labor laws.

x. The SFA and FSMC recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163)(OMB Circular No. A-102, Attachment O, paragraph 14.j)

y. Where applicable, all contracts awarded by grantees and sub-grantees in excess of $2,500 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (OMB Circular No. A-102, Attachment O, paragraph 14f)


aa. The FSMC shall issue certification regarding debarment/suspension from participating in federal contracts/grants/awards. A new certification is also required for each renewal period. (7 CFR
Pursuant to 31 USC 1352 the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7 CFR Part 3018. A new certification is also required for each renewal period. (7 CFR Part 3018)

Pursuant to 31 USC 1352 the FSMC must submit a certification regarding lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (7 CFR Part 3018)

The FSMC will maintain compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use of under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The FSMC shall report violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

The SFA shall adhere to the procurement standards specified in 7 CFR 210.21. (210.16(a)(1)

The FSMC will not use USDA-donated foods for special functions conducted outside the nonprofit school food service (e.g., catered meals).

Any silence, absence or omission from the contract document specifications concerning any point must be regarded as meaning that only best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.

The FSMC will conform with all civil rights requirements applicable to the SFA. Compliance with the following, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b, and FCS Instruction 113-6, Civil Rights Compliance and Enforcement in the School Nutrition Programs.

The FSMC will comply with the Buy American provisions under 7 CFR Part 250.

The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of federal/state reviews/audits.

The FSMC accepts liability for any negligence on its part that results in loss of, improper use of, or damage to USDA-donated foods.

All FSMC records pertaining to the SFA should be maintained at the SFA while the contract is in effect, and preferably, for the required retention period.

The FSMC is responsible for nutrition education activities, as applicable.

2. Should authorized health inspectors find upon inspection violations by the Contractor of the specifications and requirements of the statutes and regulations of the New Mexico Health and Environment Department and Environmental Improvement Division, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance. Contractor shall be responsible for costs for student meals at a local restaurant at any time such violations affect meal preparation/serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the contractor for any period of time in which the facility is out of compliance.

3. The Contractor must have a minimum of five (5) years of experience in the area of institutional food service management.

4. Contractor staff shall not become overly familiar with residents or otherwise engage in activities with clients that could endanger anyone’s safety, life, liberty, property or disrupt CYFD programs. This includes unnecessary physical contact, including but not limited to "horseplay," preferential treatment
of a resident by contractor staff, remarks or conversations of an intimate or private nature or any secretive behavior.

M. Computerized System

The Contractor shall provide computer hardware and software to implement and maintain systems for client menu assessments, food production and delivery controls, inventory management, billing, management reports, and other managerial functions. The Contractor shall provide internet services to all of the locations, CYFD will reimburse the Contractor on each monthly invoice for the CYFD approved cost of such internet services.

N. Personnel

1. Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in this Contract or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>DIRECTOR</th>
<th>ASSISTANT MANAGER(S)</th>
<th>OTHER STAFF</th>
<th>TOTAL</th>
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<tr>
<td>YDCC*</td>
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<td>.5</td>
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<tr>
<td>TOTAL</td>
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<td></td>
</tr>
</tbody>
</table>

*The contractor shall employ one (1) Food Director and one (1) Assistant Manager who shall divide their time between YDCC and CNYC.

**The offeror must submit a proposed staffing pattern for “Other Staff”. Based on approved staffing pattern, CYFD reserves the right to request additional staff if issues arise out of food service delivery delays, quality, etc. at no additional cost to CYFD. Staffing pattern should include cooks, aldes, and dishwashers.

2. Contractor agrees to maintain management staff on duty during all operating hours and will provide administrative offices, dietetic, purchasing, and personnel guidance and consultation. In the event that a vacancy or vacancies occur on the Contractor’s staff, for any period exceeding (30) calendar days, the Contractor will provide financial credit to CYFD at a rate equal to the salary and fringe benefits applicable to the vacant position(s) for each day over 30 days that the position is vacant until the position is filled and the employee has reported for his/her first day of work. Contractor will cover staffing vacancies with overtime. If Contractor fails to cover a vacant position by overtime, the Contractor will credit CYFD the value of salary and benefits for the number of hours not covered by overtime.

3. Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and local health rules and regulations throughout the term of the agreement.

4. Contractor shall maintain a position number and a written job description for each member of the
Contractor’s staff which clearly describes assigned duties and responsibilities. Contractor’s employees must be able to fluently and clearly speak, read and write English in order to communicate with clients and staff to meet the medical and dietary needs of the food service program.
5. Contractor shall be solely responsible for all personnel costs including salaries, taxes, and fringe benefits.
6. All personnel employed by the Contractor shall comply with all policies and procedures of CYFD and directives issued by the Superintendent for each designated facility.
7. All personnel applicants shall be required to pass a background investigation conducted by CYFD at the expense of the Contractor as a prerequisite for initial and/or continued employment. CYFD shall review all applicants and reserves the right to deny access to its facilities by any of the Contractor’s employees for security reasons.
8. All Contractor personnel assigned to a facility shall be required to undergo and pass a drug urinalysis test as both a pre-requisite for initial and/or continued employment with the Contractor at the Contractor’s expense.
9. The Department shall retain the right to request removal of any of the Contractor’s personnel at any time for any reason.

O. Client Labor

1. The facilities shall provide clients for assistance in certain duties. Client availability is at the discretion of CYFD and is not guaranteed.
2. All salaries for client labor shall be paid directly by CYFD. Salaries shall be based on information provided by the Contractor in accordance with established client payroll procedures.
3. The Contractor is responsible for conducting a documented health and sanitation check on all client food service workers reporting to work. Client food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such clients shall not return to work until medically cleared. Clients who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

P. Employee Development and Training

1. The Contractor shall require all its personnel to complete a pre-service orientation training period, such orientation to be provided by any of the CYFD facilities, with the exception of on-the-job training.
2. All employees must be certified in a food safety program approved by CYFD within thirty (30) days of employment with the Contractor. Proof of certification shall be provided to CYFD.
3. The Contractor shall provide ongoing training for the proper operation and use of all food service equipment.
4. Other in-service training shall be provided by the Contractor to include: sanitation techniques and procedures, emergency alternate feeding, dish washing, food borne illness, safety, food preparation, food storage and other training needs as they are assessed and deemed necessary by CYFD or the Contractor.
5. The Contractor will maintain written documentation of training required and any other training provided which must be permanently maintained and documented in each employee’s personnel file.
6. Contractor will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service staff. These materials shall at all times remain the property of the Contractor.

Q. Health Examinations

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

R. Security

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

S. Record Keeping Requirements

The Contractor shall maintain the following records which shall be made available to CYFD upon request:

1. Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. CYFD reserves the right to verify the number of meals served.
2. A two week current staffing pattern and work schedules for all employees.
3. Records of all staff to include days worked and absences.
4. Maintain daily records documenting all refrigerator and freezer temperatures, serving temperatures of all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to meet health standards and to document compliance with New Mexico Environment Department Food Service and Food Processing Regulations, Public Education Department, CYFD or any other applicable federal or state regulation.
The planned menu for the six (6) week cycle shall be dated and posted and Contractor shall:

1. Maintain nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include procedures for hazard analysis critical control point (HACCP Plans).
2. Maintain, for testing purposes, a sample meal for seventy-two (72) hours for each meal served.

T. Record Accountability and Payment Procedures

1. The Contractor shall maintain its own record keeping systems and retain the records for a period of four (4) years at its main office and upon request, make them available for audit purposes to the CYFD, Department of Finance and Administration, Attorney General’s Office, and the State Auditor. CYFD shall have the right to audit billing both before and after payment. Payments under this agreement shall not foreclose the right of the agency to recover excessive or illegal payments.
2. Contractor shall be required to maintain his own accounts relating to cash sales and follow proper accounting procedures. Records should be maintained as elsewhere stipulated in the contract.
3. Contractor shall submit monthly billings per facility by the 15th of each month for the previous month’s services with the proper supporting documentation such as daily meal logs and billing recaps to justify amounts charged.
4. The Facility shall submit payment to the Contractor within 30 days of receipt of billing, unless the Facility is dissatisfied with services.

The Contractor shall maintain its fiscal records and books of accounts during the term of this contract and for a period of three (3) years from the date of termination of this contract. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

U. Inspections and Meetings

1. Personnel of CYFD may at any time inspect the following: the food storage area, preparation area, and serving areas, and may test food for palatability, proper portion size, accuracy of medical diets, and attractiveness. The Department may reject food for not meeting the specifications contained in the terms of the contract or in the approved menu, and require the Contractor to substitute food which complies with the specifications.
2. A Contractor representatives and CYFD representatives shall meet quarterly to discuss contract compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall be submitted to the facility Superintendent and CYFD/JJS Contract Manager.

V. Default by Contractor

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

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

X. Performance Measures

The following performance measures shall be applicable to the Contractor:

1. For each staff vacancy of a mandatory FTE over 30 days, $50 per day for each day the position is not filled.
2. Compliance with two-week inventory of non-perishable food goods. $100 per day for each day of non-compliance.
3. Compliance with prescribed medical diets and approved religious diets, $100 for each instance of non-compliance.
4. Compliance with maintaining required records, $100 for each record for each day a required record is not maintained.
5. Compliance with employee development and training, $100 per day for each employee who does not receive required training on a timely basis, until training is received. For required training that is provided by CYFD (e.g., new employee orientation), no penalty shall accrue if CYFD failed to make such training available on a timely basis.
6. Each instance of deviation from the published menu, $100 without prior approval CYFD approval.
7. Each instance of insufficient food amount to feed each client the published meal at the required portions, $1000 to include the unavailability of 2 entrees for lunch and dinner.
8. Each instance of failing to follow recipe (proper amount and/or correct ingredients), $100.
9. Each instance of deviation and/or shortage on sack lunch, $100.
10. Meal start time more than 30 minutes late, due to fault of Contractor, $100 per occurrence.
11. Each instance of failing to meet minimum standards of food purchase specification, $100 each occurrence.
12. Compliance with CYFD Food Service Inspection, $100 for each inspection that notes a deficiency.
13. Critical violation on any Environment Department inspection report, $1000 per each cited Critical violation.
14. Non-critical violation on any Environment Department inspection report, $100 per each cited violation.
15. For over-billing (billing for more than the number of meals actually served), $100 per occurrence + refund the cost of meals billed but not served.
16. Any contract requirement, not cited above, found to be in non-compliance; if reported in writing to the Contractor and Contractor does not cure within prescribed time lines; $100 per day for each day of non-compliance until corrected.
Y. Performance Bond and Insurance Requirements

1. The Contractor shall be required to furnish CYFD with a performance bond equal to ten percent (10%) of the face value of the total annual contract, throughout the term of the contract. A binder to obtain this Bond shall be secured and delivered to the CYFD Procurement Manager.

2. Contractor agrees that in order to protect itself as well as CYFD under the indemnification clause herein, it shall at all times during the term of this agreement have and keep in force liability insurance. Such insurance shall be written by an insurance company licensed to conduct business in the State of New Mexico and shall cover all liability which might arise out of the provision of services under this agreement. Such insurance shall provide the following minimum limits of coverage.
   a. Comprehensive General Liability, $1,000,000 Combined Single Limit, to include coverage for the following:
      i. Premises-Operations
      ii. Products/Completed Operations
      iii. Contractual Insurance
      iv. Broad Form Property Damage
      v. Independent Contractors
      vi. Personal Injury
   b. Automobile Liability, $1,000,000 Combined Single Limit
   c. Workers’ Compensation and Employers’ Liability
      i. Workers’ Compensation – Statutory
      ii. Employer’s Liability - $1,000,000
   d. A certificate of Insurance of Contractor’s insurance coverage shall be submitted with each Contract.

Z. Certifications

The FSMC has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Attachment I, which was attached as an addendum to the FSMC’s bid/proposal and which is incorporated and made a part of this contract. This is required of contracts of $25,000 or more. (Reference 7 CFR §3017.)
SUSPENSION AND DEBARMENT CERTIFICATION

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility

And Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Summit Food Service

Mitch Speicher, CFO
Name and Title of Authorized Representative

[Signature]
FSMC Signature

10/22/13
Date
ATTACHMENT 2

COST PER MEAL TABLE
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 20-000-00-00070  

COST GROUPS FOR VENDOR (AD)-SUMMIT FOOD SERVICE PER SCOPE OF WORK

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>VENDOR</th>
</tr>
</thead>
<tbody>
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<td>New Mexico Corrections Department: CNMCF, SNMCF, WNMCF, PNM, RCC</td>
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<tr>
<td>New Mexico Department of Health: Las Vegas Medical Center</td>
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<td>New Mexico Department of Health: Sequoyah Adolescent Treatment Center</td>
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<td>New Mexico Children, Youth and Families Department: CNYC SNACKS</td>
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<td>$0.50</td>
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*The above listed awarded vendor and pricing are based on the State Agency's calorie counts and size of facilities to accommodate their needs. Pricing, calorie counts and number of meals served are subject to negotiation for other Government Entities based on their needs at the time of Contract for use of this Statewide Price Agreement. SCOPE OF WORK cannot be changed.

In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.
ATTACHMENT 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities
Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.
ADMINISTRATIVE STANDARDS

For Non-Profit Organizations

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.

2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-In-law, father-in-law, brother-in-law or sister-in-law.

5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency’s Board are required in order to accurately record the decisions made and actions taken. These minutes shall included, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.
For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.

3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
   a. Job title;
   b. Salary range;
   c. Duties;
   d. Responsibilities of the positions;
   e. Required minimum experience;
   f. Required minimum training;
   g. Required minimum education.

4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum:
   a. Job description;
   b. Initial application/resume;
   c. Documentation of reference letters;
   d. Result of employment investigation;
   e. Background checks;
      1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will
conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member’s personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

f. Education/experience required;
g. Wage and salary information;
h. Job performance evaluation;
i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
j. Incident reports;
k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor’s programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American’s with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.
FISCAL STANDARDS

For All Contractors

Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.

2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.

Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).

2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD’s loss, if any to such property, in the event of fire or other hazard.
4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department’s Risk Management Division, shall name Children, Youth and Families Department as an “Additional Insured” with the insurance carrier of the contractor’s liability insurance. A copy of the contractor’s “Certificate of Liability Insurance” proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts

2. General Ledger

3. Cash receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.

5. Subsidiary ledgers, if applicable to the organization.

6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
   a. Description of property;
   b. Serial number or other ID number;
   c. Date of purchase;
   d. Acquisition cost by funding source(s);
   e. Location and use of property;
   f. Disposition data including date and price, if any.

7. Payroll journals and employee earnings records.

8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
   c. Authorized check signatures;
   d. Bank reconciliations;
   e. Separation of duties;
f. Accounting system;
g. Travel;
h. Cost allocation method;
i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.

3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.

3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under $100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form “Schedule C”. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under $150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:

   a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.

   b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.

3. Audits for a contractor receiving $150,000.00 to $300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be submitted to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.

b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.

4. Audits for a contractor receiving $300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over $500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also submit a copy of the Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a
minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department
Contract/Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

COST PRINCIPLES
OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS
OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.
OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.


FASB and AICPA Statements and Professional Pronouncements.
Attachment 4 – CYFD Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual’s health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor’s delivery of services described in the Scope of Work? To which the parties have agreed to in the Contract.

- Any disclosures by Contractor of the individual’s protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.

- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual’s protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.

- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department’s privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department’s privacy office.

- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.

Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties’ procedures for management of the individual’s protected health information.
RLI Insurance Company
Annually Renewable Performance Bond
BOND # CMS257330

KNOW ALL MEN BY THESE PRESENTS: That Summit Food Service, LLC (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto State of New Mexico, General Services Department, State Purchasing Division (hereinafter called the Obligee), in the full and just sum of Ninety-Seven Thousand and 00/100 Dollars ($97,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Agreement dated the 1st day of November, 2013 for New Mexico Children Youth and Families Department Food Service for a period of Three (3) years which Agreement is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Agreement at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning November 1, 2013 and ending October 31, 2014. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.

2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Agreement and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Agreement price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. If any conflict or inconsistency exists between the Surety’s obligations or undertakings as described in this bond and as described in the underlying Agreement, then the terms of this bond shall prevail.

7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express currier, to the Surety at its address at:

RLI Commercial Surety
Attention: Jim Flavion, Director - Underwriting
101 Bradford Road, Suite 200
Wexford, PA 15090

Failure to return the bond as described above shall constitute Obligee’s acceptance of the terms and conditions, herein.

Signed and sealed this 1st day of November, 2013

PRINCIPAL: Summit Food Service, LLC (seal)

Perry M. Rymer, CEO
(Name & Title)

SURETY: RLI Insurance Company (seal)

Nicholas A. Sparachane / Attorney-In-Fact
POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company, an Illinois corporation, does hereby make, constitute and appoint:
C. Richard Stump, Nicholas A. Sparachane, Brianna L. Harveth, Nicole M. Sparachane, jointly or severally.

in the City of Wheeling, State of West Virginia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars ($25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of May, 2013.

RLI Insurance Company
By: Roy C. Die
Vice President

State of Illinois
County of Peoria

On this 3rd day of May, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Boecker
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 1st day of November, 2013.

RLI Insurance Company
By: Roy C. Die
Vice President

A0058707
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

<table>
<thead>
<tr>
<th>Awarded Vendor</th>
<th>Price Agreement Number: 20-000-00-00070</th>
</tr>
</thead>
</table>
| (AD)0000009332 Summit Food Service Management  
1751 West County Rd B, Suite 30  
Roseville, MN 55113 | Price Agreement Amendment No.: Five |
| Telephone No. (651) 203-3552 | Term: November 1, 2012 - October 31, 2014 |

<table>
<thead>
<tr>
<th>Ship To:</th>
<th>Procurement Specialist: Mona Espinosa</th>
</tr>
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<tbody>
<tr>
<td>All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</td>
<td>Telephone No.: (505) 827-0218</td>
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<th>Invoice:</th>
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<tbody>
<tr>
<td>As Requested</td>
<td></td>
</tr>
</tbody>
</table>

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 11/7/2013

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM  87502-6850 (505) 827-0472
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(AB) 0000042295
Morrison Management Specialist, Inc.
5801 Peachtree Dunwoody Rd.
Atlanta, GA 30342

Telephone No. (817) 528-0970

Price Agreement Number: 20-000-00-00070
Price Agreement Amendment No.: Four
Term: November 1, 2013 - October 31, 2014

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Invoice: As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 11/7/2013

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(AB) 0000042295
Morrison Management Specialist, Inc.
5801 Peachtree Dunwoody Rd.
Atlanta, GA 30342

Telephone No. (817) 528-0970

Price Agreement Number: 20-000-00-00070
Price Agreement Amendment No.: Three
Term: November 1, 2012 - October 31, 2014

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Invoice: As Requested

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 with the same terms and conditions except as defined in the attachment, “NEW MEXICO DEPARTMENT OF HEALTH, (Food) SERVICES CONTRACT AMENDMENT No. 1”

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/31/13

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT HEALTH
SERVICES CONTRACT AMENDMENT No. 1

This Contract is entered into by and between the State of New Mexico, Department of Health, hereinafter referred to as the "Department," and Morrison Management Specialist, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the SPD-NMSPA.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The ATTACHMENT II referenced in Section 2, Compensation, is hereby amended to read as follows:

For the "A. Cost Proposal Tables: b. Department of Health: Las Vegas Medical Center", the amounts listed are revised to the following:

| Food Supplies | Direct Labor | Taxes & Benefits | Profit & Overhead | "TOTAL (calculated)"
<table>
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<tr>
<td>$1.810</td>
<td>$0.270</td>
<td>$0.440</td>
<td>$0.190</td>
<td>$2.900</td>
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Section 2, Term, is hereby amended to read as follows:

3. Term.

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NMSPA. This Agreement shall terminate on October 31, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) of the original contract. The term of this Agency specific Price Agreement shall be for two (2) years from the date of award with the option to extend for a period of six (6) additional years, or any portion thereof, on a yearly basis by mutual agreement of all parties and the approval of the New Mexico State Purchasing Agent (NMSPA) at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years in duration. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ALL OTHER ARTICLES OF THIS CONTRACT REMAIN THE SAME.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the SPA.

By: [Signature] Date: 10/31/13
Agency

By: [Signature] Date: 10/31/13
Agency's Legal Counsel - Certifying legal sufficiency

By: [Signature] Date: 10/31/2013
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-313149-00-7

By: [Signature] Date: 10/31/13
Taxation and Revenue Department

This Agreement has been approved by the SPA:

By: [Signature] Date: 11/6/13
State Purchasing Agent
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(AC) 0000099943
Trinity Services 1, LLC
380 Scarlet Blvd.
Oldsmar, FL 34677

Telephone No. (508) 341-1818

Price Agreement Number: 20-000-00-00070
Price Agreement Amendment No.: Two
Term: November 1, 2012 - October 31, 2014

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice: As Requested

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 at the same price, terms and conditions per attachment, Food Services Contract #20-000-00-00070, New Mexico Corrections Department Facilities and Training Academy, CONTRACT AMENDMENT No. 1.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/31/13

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 ME
STATE OF NEW MEXICO

Food Services Contract #20-000-00-00070

New Mexico Corrections Department Facilities and Training Academy

CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division hereinafter referred to as the "Agency," on behalf of the New Mexico Corrections Department hereinafter referred to as the "Procuring Agency" and Trinity Services Group Inc., hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Division-New Mexico State Purchasing Agent.

IT IS AGREED BETWEEN THE PARTIES:

1. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE STATE PURCHASING AGENT. This Contract is extended for one (1) additional year under the same terms, conditions and prices, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau below, or a specified date, whichever is later.

By: [Signature] Date: 10/31/13
Agency

By: [Signature] Date: 10-31-13
Agency's Legal Counsel – Certifying legal sufficiency

By: [Signature] Date: [Signature]
Agency's Chief Financial Officer

By: [Signature] Date: 10/31/13
Contractor/Trinity Services Group Inc.

The records of the Taxation and Revenue Department reflect that the Contractor is registered with
the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **03-229480-00-8**
By: **Shana Kain**  
Taxation and Revenue Department  
Date: **10-31-13**

This Agreement has been approved by the SPA:
By: **Paul Koppert**  
State Purchasing Agent  
Date: **11/13**
Awarded Vendor
(AC) 0000099943
Trinity Services 1, LLC
380 Scarlet Blvd.
Oldsmar, FL 34677

Telephone No. (508) 341-1818

Price Agreement Number: 20-000-000070
Price Agreement Amendment No.: One
Term: November 1, 2012 - October 31, 2014

Procurement Specialist: Mona Espinosa
Telephone No.: (505) 827-0218

Title: Statewide Food Services

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 1, 2013 to October 31, 2014 with the same terms and conditions except as defined in the attachment, “Department of Public Safety, Law Enforcement Academy Food Services AMENDMENT No. One (1)”. Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 10/31/13

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM  87502-6850 (505) 827-0472
ME
STATE OF NEW MEXICO
Department of Public Safety, Law Enforcement Academy Food Services
AMENDMENT No. One (1)

THIS AGREEMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Agency," on behalf of the New Mexico Department of Public Safety, Law Enforcement Academy, hereinafter referred to as the "Procuring Agency" and Trinity Services Group, Inc., hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED SERVICES CONTRACT ARE AMENDED AS FOLLOWS:

2. Compensation.
   A. Under this Amendment, the Procuring Agency shall pay to the Contractor in full for services satisfactorily performed at the rate per meal as indicated: 2.1% increase on the price per meal.

3. Term.

   THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO STATE PURCHASING AGENT. This Contract as amended shall terminate on October 31, 2014, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. This Amendment reflects year number one (1) of the available seven (7) additional option years as stated in the original contract. The contract is not to exceed a total of eight (8) years in duration.

   All other articles of this contract remain the same.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the NM State Purchasing Agent.

By: 
Gorden E. Eden, Jr., Cabinet Secretary or designee
Department of Public Safety
Date: 10/24/13

Certifying Legal sufficiency:

By: 
Rosemary P. McCourt, Deputy Chief Counsel or designee
Department of Public Safety
Date: 10/14/13

By: 
Kathy Grego, Chief Financial Officer or designee
Department of Public Safety

By: 
Trinity Services Group, Inc.
Date: 10/22, 2013

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-229480-00-8

By: 
Sharon Kaaj
Taxation and Revenue Department
Date: 10-24-13

This Agreement has been approved by the NM State Purchasing Agent:

By: 
Lawrence O. Maxwell, NM State Purchasing Agent or designee
Date: 11/1/13
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
4 Vendors – See page 7

Telephone No. _____

Price Agreement Number: 20-000-00-00070

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Fran Dunaway
Telephone No.: (505) 827-2331

Invoice:
As Requested

Title: Statewide Food Services

Term: November 1, 2012 thru October 31, 2013

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 10/25/12

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
Terms and Conditions
(Unless otherwise specified)

1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. Inspection of Plant: The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,
fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.


15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to, late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers’ Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers’ Compensation benefits for its employees. If the Contractor fails to comply with Workers’ Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor’s written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor’s personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement’s term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following website link to additional information: http://insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and
(2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico.
New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 20-000-00-00070

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00070

(AA)
0000010795
Aramark Correctional Services, LLC
2300 Warrenville Rd
Downers Grove, IL 60515
972-922-0034

(AB)
0000042295
Morrison Management Specialist, Inc.
5801 Peachtree Dunwoody Rd
Atlanta, GA 30342
817-528-0970

(AC)
0000099943
Trinity Services I, LLC
380 Scarlet Blvd.
Oldsmar, FL 34677
(508) 341-1818

(AD)
000009332
Summit Food Service Management
1751 West County Rd B, Suite 30
Roseville, MN 55113
505-341-0507
## COST GROUPS FOR VENDORS (AC)-TRINITY and (AB)-MORRISON PER SCOPE OF WORK

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>AWARDED VENDORS</th>
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<tr>
<td>New Mexico Department of Health: Turquoise Lodge</td>
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<tr>
<td>New Mexico Children, Youth and Families Department: YDDC</td>
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In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.
COST GROUPS FOR VENDOR (AD)-SUMMIT FOOD SERVICE PER SCOPE OF WORK

<table>
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<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
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### COST GROUPS FOR VENDOR (AA)-ARAMARK CORRECTIONAL SERVICES, LLC PER SCOPE OF WORK

<table>
<thead>
<tr>
<th>COST GROUPS</th>
<th>PRICE PER MEAL</th>
<th>PROPOSED VENDOR</th>
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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00070

DEPARTMENT OF PUBLIC SAFETY
DETAILED SCOPE OF WORK AND AGENCY SPECIFIC TERMS & CONDITIONS

The selected contractor will prepare and provide meals and breaks for training students boarding the Law Enforcement Academy in Santa Fe, New Mexico:

Section I: Scope of Work Specifications

1. The Contractor shall be responsible for all food purchases on its own credit and maintain food purchased in appropriate and adequate storage facilities to prevent from spoilage.
2. Boarding students at the Department of Public Safety shall take precedence over cash customers. The Contractor shall not advertise or promote any food services outside at the Department of Public Safety.
3. The Contractor shall provide the required substitute for the daily meal any special diet or nutritional meals as requested by the Department of Public Safety.
4. The Contractor shall be responsible for ensuring that the food services kitchen and dining areas meet all specifications and requirements as set forth under the statutes and regulations of the New Mexico Environment Department.
5. Should authorized health inspectors find upon inspection any violations by the Contractor of the specifications and requirements of the statutes and regulations of the Environment Department, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance. Contractor shall be responsible for costs for student meals at a local restaurant at any time such violations affect meal preparation/serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the Contractor for any period of time in which the facility is out of compliance.
6. The contractor shall provide proposed weekly menus for the Director’s approval to the services being rendered. Any deviation from published menu will require the approval of the Director or his designee at least twenty-four (24) hours prior to the change.

7. Approximate meal times.

Approximate Meal Times
Breakfast: 6:00 a.m. to 8:00 a.m.
Lunch: 11:00 a.m. to 1:00 p.m.
Dinner: 4:30 p.m. to 6:00 p.m.

Notes:
Normal working days are Monday through Friday and occasional weekends or holidays as specified by the Director.

8. All meals shall be prepared on-site and under no circumstances will such meals be prepared off-site unless approval is granted by the Director. The Contractor must have a minimum of five (5) years of experience in the area of food service management. Proof of such experience and references shall be provided with the contract bid. The contractor will provide employees with quarterly training to include but not limited to Sanitation, Safety training to meet and food prep to the NM Environment Dept. standards

Section II. Personnel
1. The Contractor, in the operation of the food services at the Department of Public Safety, shall recruit, train, and shall maintain their own adequate minimum listed food service employee positions: The Contractor will provide the personnel not only to provide adequate food service but personnel to ensure the for safety and cleanliness of the Food Service operation through the food Prep time.
(1) Manager
(1) Chief Cook
(1) Assistant Cook
(1) Baker/Pantry Worker
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00070

(1) Utility worker/dishwasher
Each employee must submit a resume and work history for evaluation to the Department of Public Safety Training and Recruiting Division Director. Employees must not have been convicted of a felony crime; employees will undergo fingerprint clearances and will submit any arrest record information to the Director.

2. At all meals there will be a manager/cook or chief cook and assistant cook present for meal preparation and serving. There will be adequate serving personnel at their workstations during the entire specified serving periods.

3. The Contractor shall provide or allow the food services employees the opportunity to attend training in the area of food preparation and serving methods.

4. The Contractor’s employees will be required to respect and adhere to all Department of Public Safety rules and regulations. Failure to obey the rules as promulgated by the Department of Public Safety Training and Recruiting Division Director shall be cause for immediate dismissal.

5. The Contractor shall comply with all federal, state and local anti-discrimination laws and/or regulations.

6. A performance bond in the amount of $25,000 shall be secured by the Contractor throughout the effective dates of the contract. A binder to obtain this bond will be secured and delivered to the General Services Department, State Purchasing Division within 72 hours of notification to Contractor of intent to contract.

7. The contractor will be responsible for all employee salaries and benefits, relocation, or training costs, administrative and accounting costs, and any other expenses incurred in the operation of the food services contract.

8. At the request of the Department of Public Safety Training and Recruiting Director, the food services manager shall be replaced. The Director shall, if required, provide justification for his request to remove the food services manager.

9. The Contractor shall be responsible for any negligent acts, such as damage to the facility, theft, etc., committed by its employees.

10. The Contractor shall be responsible for ensuring that the appropriate uniform attire is provided and used by the employees. Such uniforms will be clean and neat in appearance and will include the wearing of hairnets or hats and a name tag. Identify the uniform, exchange soiled food preparation uniform for clean uniform during food service.

11. The Contractor’s proposed manager must have at least four (4) years of experience in the area of food services including managerial skills. The credentials for the food services manager must be submitted with the contract bid. The Director will have the right and approval of the appointed manager.

12. The Contractor shall require all of its employees, as a condition of employment, to have proper medical certification as required by state and local laws and regulations before engaging in food services operations conducted hereunder, and thereafter to obtain such additional certification from time to time as may be required by such laws and regulations. The required medical certificates are to be readily available for inspection by the Director.

13. Personnel and payroll costs (including wages, salaries, payroll taxes, and employee benefits) of the Contractor’s resident management and employees assigned to duty at the Department of Public Safety shall be included as a direct cost of food service operation.

14. The Contractor shall ensure that any overtime expenses incurred in providing the food services will not impact the contract amount in effect. Will provide adequate staffing at all times to include sick leave coverage.
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Section III: Maintenance of Equipment/Facility  
1. The Contractor shall maintain appropriate insurance coverage on its own equipment, supplies, and materials. The Department of Public Safety will not be responsible for any loss or damage on such equipment, supplies, or materials.

2. The Contractor shall be responsible for the safekeeping of the equipment provided by the Department of Public Safety for the food services operation, except for ordinary wear and tear. The Contractor will not remove equipment and/or parts without the Department of Public Safety's consent.

3. The Contractor and the Department of Public Safety shall conduct a physical inventory of all glassware, china, silverware, cooking and serving utensils, and any small expendable items utilized in the kitchen and serving food services area at the time this contract is awarded.

4. The Department of Public Safety shall provide for the Contractor all the required equipment for the operation of the food service facility. The Department of Public Safety shall be responsible for ensuring that such equipment is in safe and good operating condition and will maintain the necessary maintenance and repair coverage.

5. The Department of Public Safety shall be responsible for replacing or providing all necessary glassware, silverware, china, serving dispensers, cooking pans, and utensils as items become worn out or obsolete.

6. The Department of Public Safety shall ensure that adequate storage space and appropriate refrigeration is available for the food services operation. The Contractor shall advise the Department of Public Safety immediately of any refrigeration malfunction or breakdown so the Department of Public Safety can initiate action on repairs. The Department of Public Safety shall not be held responsible for any loss, spoilage, or damage of any kind due to the malfunction or breakdown, nor will it be responsible for interruption of the food service operation.

7. The Department of Public Safety shall ensure that adequate trash removal services are available and provide pest and insecticide control services as requested by the Contractor.

8. The Contractor shall be responsible for custodial services such as cleaning of stove, pipes, walls, filters, vents, refrigerators, floors, restroom facilities, etc. Identify a minimum of two times a year kitchen completely stripped, steam cleaned etc.

Section IV: Food Quality Specification/Price Schedule  
1. The Contractor shall ensure that all meals served meet the following food specifications:

Food Specifications:  
Milk: 1.5 – 2% Grade A Pasturized  
Meat: USDA Choice (No beef substitutes  
Ground beef: USDA utility or better with fat  
Content no greater than 18 %.  
Fish: US Grade A  
Dairy Products: USDA Grade A  
Fresh Produce: US No. 1 Quality  
Cheese: USDA Grade A  
Frozen Vegetables: USDA Grade A  
Fruit: USDA Choice  
Seafood: Grade A  
Staple Items:  
Dried Fruits: Grade #1  
Canned Fruits: USDA  
Juices 100% Fruit: USDA Grade A Fancy
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Cereal Products: USDA Grade #1  
Diet Fruit: USDA  
Canned Vegetables: USDA Grade Fancy  
Dried Vegetables: USDA Grade #1  
Frozen Soft Served Products: Grade A  
Poultry: USDA Grade A  

No Textured vegetable soy products

2. The Contractor shall prepare nutritious and balanced meals of sufficient variety in terms of flavor, texture, and color, and consist of at least 3,800 calories per day.

3. The Contractor shall prepare and serve a nutritious and balanced breakfast, lunch, and dinner each day at the time designated by the Department of Public Safety consisting of the following food Items:

4. Department of Public Safety Breakfast  
   a) Bacon 2 oz., sausage patty 2 oz., links 3 oz., or ham 3 oz. in portion at least 4 times per week  
   b) Eggs or pancakes/waffles, French toast  
   c) Potatoes  
   d) Toast, biscuits or muffins  
   e) Butter or margarine  
   f) Coffee, milk, tea, juices, hot chocolate (unlimited servings)  
   g) Daily - Low-fat or whole milk, juices, hot chocolate (unlimited servings)  
   h) Fresh fruit, pastries (optional)  
   i) Hot/Cold cereal  
   j) Department of Public Safety Lunch  
   k) Two (2) main entrees consisting of high quality protein, including a minimum of 4-8 oz. of cooked meat  
   l) poultry, or fish each meal  
   m) Choice of two (2) quality cooked vegetables  
   n) Rolls or bread selection  
   o) Three (3) dessert(s) selections  
   p) Potato or starch accompaniment  
   q) Soup, (Deli Bar must be available as an alternative to the two main entrees)  
   r) Salad bar, consisting of a tossed green salad and four (4) other selections such as tuna salad, macaroni salad,  
   s) Jello salads, etc., including four (4) choices of fresh salad dressings and eight (8) choices of salad condiments  
   t) Butter or margarine  
   u) Fresh fruit  
   v) Coffee, milk, tea, juices, soft drinks, hot chocolate.

5. Department of Public Safety Dinner  
   a) Two (2) main entrees consisting of high quality protein, including a minimum of 6-10 oz. of cooked meat,  
   a) Poultry or fish for each meal. (Type of entrees must be other than what was served for lunch)  
   b) Choice of two (2) quality cooked vegetables  
   c) Rolls or bread selection  
   d) Choice of two (2) dessert selections  
   e) Potato or starch accompaniment  
   f) Soup (Deli Bar must be available as an alternative to the two main entrees).  
   g) Salad bar consisting of a tossed green salad and four (4) other salad selections such as tuna salad, macaroni  
   h) salad, potato salad, vegetable salad, Jello salads, etc., including four (4) choices of fresh salad dressing and  
   i) eight (8) choices of salad condiments  
   j) Butter or margarine  
   k) Fresh fruit  
   l) Coffee, milk, tea, hot chocolate
6. Department of Public Safety Sack Meals

1. Contractor shall prepare for the boarding students sack lunches on the days designated by the Department of Public Safety consisting of the following items:
   a) Two (2) meat and cheese sandwiches 4 oz. in portion per sandwich consisting of ham, turkey breast, corned beef, pastrami, American or Swiss cheese; with lettuce, sliced tomato, onion and pickle (choice of dressing
   b) Wheat bread
   c) Fresh fruit
   d) Potato chips or equivalent
   e) Coffee, milk, tea, juices, soft drinks (unlimited servings)

7. Department of Public Safety Special Event Meals

1. At the request of the Director, graduating classes may have one special banquet dinner. The per-meal rate will be following:
   a) T-bone steak (12 oz. minimum), New York Strip (12 oz. minimum), Prime Rib (12 oz. minimum), Shrimp
   b) (8 oz. minimum), or other comparable equivalent as agreed upon with the Director.
   c) Choice of two (2) quality cooked vegetable
   d) Choice of potato or rice
   e) Roll or bread selection
   f) Tossed green salad or vegetable salad
   g) One (1) dessert selection
   h) Coffee, tea, or soft drink

8. Department of Public Safety Breaks

1. The Contractor shall provide for the boarding students two (2) breaks per day per student
   Breaks shall consist of the following
   a) Coffee
   b) Hot/cold tea
   c) Muffins
   d) Fresh Fruit
   e) Nutritional Bars
   f) Coffee, tea, or soft drink

9. Department of Public Safety Range Day Drinks

1. The Contractor agrees to provide for the boarding students coffee and at least one other beverage available on range day as specified by the Department of Public Safety:
   a) Coffee
   b) Hot chocolate
   c) Soft drinks
   d) Fruit juices
   e) Hot/cold tea

10. Department of Public Safety Reception Catering Service

1. Graduating classes will have one reception event on graduation day per class. Food items for this event shall be as follows:
   a) One (1) sheet layer cake (cut to 100 standard size portions), approximate size 16”x24”
   b) Fifteen (15) dozen assorted cookies, 2 ½” to 3” in diameter
   c) Fruit punch, to serve until reception terminates
   d) Coffee with cream and sugar, to serve until reception terminates

12. The contractor shall insure that all bread provided or served as part of all meals shall consist of whole wheat grain 80% of the time served.
13. The Contractor shall ensure that all food preparation will be performed with a minimum or no quantity of salt and saturated fat. No animal fats such as lard will be used.

14. The Contractor shall ensure that main entrees consisting of red meat such as beef, pork, veal is served no more than 60% of the time and that fish, poultry be substituted to maintain contract requirements.

15. The Contractor shall cooperate with the Department of Public Safety should the need arise in providing a satisfactory and nutritional meal substitute for the daily menu at a mutually agreed price for persons who may require special diets.

16. The Contractor shall insure that breaks are provided and are included as part of the per meal cost for boarding students, guest instructors, and visitors.

17. Break charges for walk-in cash customers will be $0.50 per item indicated on break food list.

18. All drinks to be 12 oz. minimum.

Section V: Record Accountability and Payment Procedures

1. The Contractor shall maintain its own record keeping systems and retain the records for a period of four (4) years at its main office and upon request make them available for audit purposes to the Department of Public Safety, Department of Finance and Administration, Attorney General's Office, and the State Auditor. The Department of Public Safety shall have the right to audit billing both before and after payment, payments under this agreement shall not foreclose the right of the agency to recover excessive or illegal payments.

2. The Contractor shall be required to maintain their own accounts relating to cash sales and follow proper accounting procedures. Records should be maintained as elsewhere stipulated in contract.

3. Contractor shall submit monthly billings on the 1st day of each month for the preceding month period with the proper supporting documentation such as daily meal logs and billing recaps to justify amounts charged.

4. The Department of Public Safety shall submit payment to the Contractor within 30 days of receipt of billing, unless the Department of Public Safety is dissatisfied with services.

5. The Contractor shall maintain its fiscal records and books of accounts during the term of this contract and for a period of four (4) years from the date of termination of this contract. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular four (4) year period, whichever is later.
A. Department’s Responsibilities

1. Provide required access to the facility and parking in designated locations for CONTRACTOR’S employees.

2. Furnish all electricity, gas, water, heat, and light to the CONTRACTOR for its operation, as judged by the DEPARTMENT to be reasonably needed and necessary.

3. Permit the use of all existing capital equipment to operate the food service Program.

4. Furnish the initial inventory of all china, glassware, silverware, pots, pans and utensils; food storage space; refrigeration; food service facilities and equipment; and other auxiliary facilities required by the CONTRACTOR in order to provide the services specified.

Consider equipment acquisition recommendations that the successful CONTRACTOR deems necessary for complete and efficient service.

Provide for removal of all trash and garbage, although the CONTRACTOR will be responsible for proper storage and placement of said trash and garbage until removal.

5. The DEPARTMENT shall provide and compensate all personnel employed by or deemed necessary by the DEPARTMENT and the CONTRACTOR for the efficient operation of the food service program, within budget limitations.

6. Provide all necessary equipment repairs and maintenance, to include all building maintenance services.

1. Personnel

   a. CONTRACTOR agrees to provide all coordinating management; supervisory, training, and technical personnel required to efficiently meet the DEPARTMENT’S requirements specified by the DEPARTMENT to satisfy the functional requirements and specifications set forth in CONTRACTOR’S response to the RFP and as specifically ordered by the NMBHI, or as amended by mutual agreement of both parties and in accordance with the terms of this agreement.

b. CONTRACTOR agrees to maintain a management staff on duty during operating hours (including weekends) at the DEPARTMENT and will provide, from its administrative offices expert administrative, dietetic, purchasing, and personnel guidance and consultation. CONTRACTOR shall maintain a management staff which shall include: a Food Service Director with a minimum of five years experience; a Food Production Manager; and two Registered Dietitians who shall provide direct clinical service and consultation; and sufficient relief personnel to maintain these staffing requirements. CONTRACTOR shall ensure that CONTRACTOR’S employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement. In the event that a vacancy or vacancies occur on the CONTRACTOR’S management staff, for any period exceeding (30) calendar days, the CONTRACTOR will provide financial credit to the DEPARTMENT at a rate equal to the salary and fringe benefits applicable to the vacant position(s).

c. CONTRACTOR agrees that if the Food Service Director or any other personnel are not acceptable to the NMBHI’s Executive Director/Administrator for any reason, the NMBHI Executive
d. CONTRACTOR shall maintain a written job description for each member of the CONTRACTOR’S staff, which clearly describes assigned duties and responsibilities and orientation of new food service department employees.

e. CONTRACTOR shall be solely responsible for all personnel costs including salaries, taxes, and fringe benefits of the CONTRACTOR’S management staff.

f. CONTRACTOR shall be responsible for supervision of the NMBHI food service department employees in maintaining facilities and equipment in accordance with health, safety, and sanitation standards. The NMBHI Executive Director/Administrator reserves the rights of an employer regarding facility employees.

g. CONTRACTOR shall implement the State of New Mexico Employee current Performance Appraisal & Development and evaluation process and conduct performance evaluations for all NMBHI employees assigned to the Food Service Department, in accordance with New Mexico State Personnel Board rules and regulations and the DEPARTMENT’S policies and procedures.

h. CONTRACTOR shall provide verbal and written recommendations to the NMBHI Executive Director/Administrator or designee regarding, personnel actions necessary for the efficient operation of the Food Service Department, which include appointments, promotions, reclassifications, demotions, suspensions, and dismissals of all NMBHI employees assigned to the Food Service Department, in accordance with State Personnel Board rules and regulations and NMBHI policies and procedures.

2. Employee Development and Training

a. The CONTRACTOR will provide training, through qualified staff, to employees and patients of the DEPARTMENT in coordination with the NMBHI Staff Development Department; in accordance with the Joint Commission (JIC) standards; and in accordance with State Licensing and Certification standards. The CONTRACTOR’S in-service training program shall include:

i. Public relations training, focusing on attention to needs of patients, hospital employees, and visitors - proper greeting of patients, employees, and visitors; listening and interacting with patients, staff, and visitors; responding to questions or requests by patients, employees, and visitors; and directing questions or requests to proper management staff, when necessary.

ii. A patient services program, which will train Food Service Department employees to understand the nutritional needs and dietary requirements of patients.
iii. Other in-service training shall be provided by the CONTRACTOR to include: sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by the DEPARTMENT or the CONTRACTOR.

iv. CONTRACTOR shall be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Employees. These materials shall at all times remain the property of the CONTRACTOR.

3. Authorized Food Service Operations

a. CONTRACTOR shall not be authorized to utilize the facilities or to conduct or prepare any food items for any other food service or purpose not specified in this Contract. Conversely, however, the CONTRACTOR may, if desired, utilize central food preparation and/or storage areas located elsewhere in providing services to the facility; however, all requirements and standards noted in this Contract shall apply to the remote preparation and storage sites.

4. Equipment Maintenance and Use

a. The CONTRACTOR shall notify appropriate NMBHI personnel, in writing, of any equipment malfunctions or equipment in need of replacement. A Preventive Maintenance Program and a Safety and Instructional Program shall be developed and presented to the NMBHI Executive Director/Administrator or his designee within thirty (30) days from commencement of the contract to include the following:

i. A preventive maintenance program shall be developed and implemented by the CONTRACTOR, to ensure the proper maintenance and operation of food service equipment.

ii. A safety and instructional program shall be developed and implemented to ensure that all food service employees are familiar with proper operating procedures/conditions of food service equipment.

5. Computerized System

a. The CONTRACTOR shall provide computer hardware and software to implement and maintain systems that include patient nutritional assessments, food production and delivery controls, and inventory management, billing, management reports, and other managerial functions.

6. Internship Program

a. The CONTRACTOR shall establish an internship program for Dietitians through the American Dietetic Association’s Dietetic Internship Program. The DEPARTMENT shall provide on-campus housing for the interns, during their internship program. The program shall be implemented within nine months from commencement of the contract. Interns
recruited by the CONTRACTOR shall not be considered in meeting requirements set forth in Section B (1) b - "Personnel".

7. Performance Bond and Insurance Requirements

The CONTRACTOR shall be required to furnish the NMBHI with a performance bond equal to twenty-five percent (25%) of the face value of the total annual contract, throughout the term of the contract. A binder to obtain this Bond shall be secured and delivered to Mr. Les French, State Purchasing Agent, 1100 St. Francis Drive, Joseph Montoya Building, Room No. 2016, Santa Fe, New Mexico 87505, within seventy-two (72) hours of the notification to CONTRACTOR of intent to award the contract.

The CONTRACTOR agrees that in order to protect itself as well as the DEPARTMENT under the indemnification clause herein, it shall, at all times during the term of this agreement, have and keep in force liability insurance. Such insurance shall be written by an insurance company licensed to conduct business in the State of New Mexico and shall cover all liability which might arise out of the provision of services under this agreement. Such insurance shall provide the following minimum limits of coverage:

Comprehensive General Liability
Includes coverage for:
  a) Premises-Operations
  b) Products/Completed Operations
  c) Contractual Insurance
  d) Broad Form Property Damage
  e) Independent Contractor
  f) Personal Injury: $1,000,000.00 Combined Single Limit
  Automobile Liability: $1,000,000.00 Combined Single Limit

Health Examinations
The CONTRACTOR shall ensure that CONTRACTOR’S employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the contract.

8. Supplies

a. At the commencement of operation, the CONTRACTOR shall purchase the existing inventory of expendable supplies from the outgoing contractor, at cost. Such inventory purchased by the CONTRACTOR shall be deemed the "beginning inventory". At the termination of the contract, the incoming CONTRACTOR agrees to purchase the outgoing CONTRACTOR’S "ending inventory" at cost.

b. The CONTRACTOR shall purchase and maintain an adequate inventory of expendable food service supplies including, but not be limited to, serving items, cooking items, cook’s hats, disposables, aprons, paper goods, trash can liners, gloves, and plastic ware.
c. The CONTRACTOR shall purchase and maintain an adequate inventory of detergents chemicals used in ware washing (dish ware, utensils, trays, pots and pans, etc.).

d. The CONTRACTOR shall be responsible for assuring the correct supplies are received and quantity and quality ordered and that deliveries are made to adequately meet the needs of the DEPARTMENT

9. Food Inventory and Purchases

a. At the commencement of operation, the CONTRACTOR shall purchase the existing inventory of food products from the outgoing CONTRACTOR, at cost. Such inventory purchased by the CONTRACTOR shall be deemed the "beginning inventory." At the termination of the contract, the outgoing CONTRACTOR agrees to sell the "ending inventory" of food products at cost.

b. The CONTRACTOR shall be responsible for purchasing and receiving all food necessary for preparation of meals and snacks in sufficient quantities and quality to meet the needs of the DEPARTMENT, its patients, employees, and visitors.

c. Food inventories purchased are the property of the CONTRACTOR and the CONTRACTOR is responsible for loss, damage, spoilage or theft thereof.

d. The CONTRACTOR shall be responsible for assuring the correct merchandise is received and quantity and quality ordered and that deliveries are made to correspond to the needs of the DEPARTMENT.

e. The CONTRACTOR shall be responsible for the proper handling, storage, and refrigeration of food items.

f. All food items purchased by the CONTRACTOR for the food production are subject to inspection and approval by the NMBHI Executive Director/Administrator or designee prior to use.

g. The CONTRACTOR agrees that preference shall be given to local suppliers whenever practical.

10. Food Purchase Specifications

a. The specifications set forth below are to establish minimum qualities acceptable to the DEPARTMENT in the procurement of raw foods. The CONTRACTOR shall furnish the DEPARTMENT with a complete list of the grades and qualities of raw food used in the production of meals, snacks, and other nourishments.

i. Canned fruits – fancy and choice grades

ii. Dairy products – Grade A; whole milk at least 1.5% butterfat

iii. Eggs – U.S.D.A. Grade AA (medium)
iv. Frozen foods – Grade A

v. Fresh produce and fruits - #1 quality

vi. Canned vegetables – choice and extra standard grades

vii. Meats, poultry, and fish

b. Veal – U.S.D.A. choice
c. Lamb – U.S.D.A. choice
d. Poultry – U.S.D.A. choice
e. Pork – U.S.D.A. choice

viii. Textured vegetable soy products (No foods containing textured vegetable soy or any other extenders shall be used in any amount in any food item for dietary services.)

ix. Ground beef – U.S.D.A. utility or better with fat content between 18 and 25 percent (18%-25%).

x. Imitation cheese products may be used in meal preparation; however, they may not be used as an entrée.

11. Serving Times

a. The service of meals to patients shall begin at the following approximate times:

- Breakfast – 7:00 A.M. – 8:00 A.M.
- Lunch – 11:00 A.M. – 1:00 P.M.
- Dinner – 5:00 P.M. – 6:00 P.M.
- Snack/nourishment – Before bedtime

i. The above times are current, but may be adjusted during the term of the contract. The length of time allowed for each meal shall be not less than one hour and may be extended if more time is required for proper feeding of each patient.

ii. The time span between lunch and dinner shall not be less than five hours; time between dinner and breakfast shall not exceed fourteen (14) hours.

12. Food Production and Service

a. The CONTRACTOR shall be responsible for determining the appropriate number of meals to be prepared and served based on the patient census at midnight of each day and other information/estimates provided by
the NMBHI. In addition, food production shall include forty percent (40%) second servings for patient’s requesting/requiring double servings.

b. The CONTRACTOR shall be responsible for preparing and delivering meals to off-campus locations, within the Las Vegas, NM area, providing services to other DEPARTMENT subdivisions or expanded NMBHI programs at rates established by the terms of the contract.

c. Location of meals, snacks, and hours of service shall be determined by the DEPARTMENT; however changes may be implemented to improve patient meal service or increase operating efficiency.

d. The CONTRACTOR shall Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences - National Research Council, to provide a generally recognized guideline of nutritional standards.

e. The CONTRACTOR shall prepare meals and snacks of sufficient variety in terms of flavor, texture, and color balance, and shall include ethnic foods consistent with the NMBHI patient population and mix. Menus shall reflect availability of seasonal foods. Good color contrast is required to provide eye-appealing combinations and the CONTRACTOR must avoid repetitious servings within the menu cycle.

f. The CONTRACTOR shall provide meals, which comply with the tenets of recognized religious organizations as requested by the NMBHI. A pork substitute must be provided at all meals when pork or pork products are being served as the primary entree.

g. The NMBHI Executive Director/Administrator or designee may at any time: inspect food items, food storage, food preparation, and serving areas; test food for calorie value, minimum RDAs, and attractiveness; reject food or material for not meeting specifications contained in the RFP; and taste test food.

13. Breakfast

a. A balanced breakfast shall be prepared and served each day at the designated time and shall consist of such foods as fruit, 100% juices, cereal, protein-rich foods (a minimum of five times per week), bread, butter or margarine, milk, and two coffee refills.

b. Menus shall be rotated to provide variety and in sufficient quantity and quality to satisfy the needs of patients, staff, and visitors.

c. Each patient desiring milk shall be provided with a maximum of two (2) eight ounce servings of milk to be consumed in their respective dining area.

d. Along with the primary entree, the CONTRACTOR shall provide fresh fruit and a bakery item i.e., cinnamon rolls, coffee cake, donuts, muffins, etc., in the main dining room.

14. Lunch and Dinner

a. A balanced lunch and dinner shall be prepared and served each day at the designated time. The lunch and dinner meal shall consist of such foods as primary and secondary entrees where specified, of high quality protein, two cooked vegetables or vegetable substitute, dessert, bread, tortillas, rolls or an equivalent, butter or
margarine, unlimited coffee, and a choice of other beverage, one of which must be milk, and a salad.

b. In the main cafeteria and in the main dining room of the Forensic Unit, the CONTRACTOR shall provide a choice of a second entree.

c. The CONTRACTOR shall provide a minimum of four ounces (cooked weight) of protein to each patient per entree, unless contraindicated by a physician’s order. The CONTRACTOR shall provide a fresh fruit, soup, and salad bar with a minimum of twelve (12) items.

15. Special Meals

a. The CONTRACTOR shall provide special meals at the regular price per meal to include, but not limited to, the following days: New Year’s Day, Good Friday, Easter Sunday, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

b. The CONTRACTOR shall provide a second portion of desired foods to patients upon request. For each special meal, each patient shall receive at least four ounces of each entrée served for a total of eight ounces of protein for the meal.

c. For traditional fall/winter special meals, the entrees shall consist of either ham, turkey, or roast beef. For traditional spring/summer special meals, the entrees shall consist of either barbecue beef, barbecue chicken or barbecue pork.

16. Therapeutic Diets

a. The CONTRACTOR shall provide all therapeutic diets, and shall insure that meals prepared and served are in compliance with the attending physician’s orders. When possible, the menu of the day shall be modified for patients on therapeutic diets. When this is not feasible, therapeutic diet food shall be prepared separately.

b. Therapeutic diets shall be served during designated serving times, except as ordered by the attending physician. In these cases, the CONTRACTOR shall insure that the meals are prepared and served at times specified by the attending physician.

c. The CONTRACTOR shall maintain complete records indicating the patients on therapeutic diets, content of the diet, and whether each patient received the prescribed meal.

17. Snacks/Nourishments

a. Snacks/nourishments are defined as any additional food provided between meals and not part

b. The CONTRACTOR shall provide snacks/nourishments to patients in accordance with State

c. The CONTRACTOR shall bill for snacks/nourishments at invoice price.

18. Supplements

a. Supplements are defined as food items ordered by an attending physician or a registered dietitian, which
complete the nutritional needs of the patient. Examples of commercial supplements are "Ensure," "Enrich," and "Resource." Supplements may be produced by the food service department if ingredients are available. No Supplement shall be issued to a patient without a written order from the attending physician.

b. The CONTRACTOR shall bill for supplements at the invoice price. If the supplemental item is given to the patient in place of a meal, the CONTRACTOR shall not charge for the supplement. Costs shall be updated monthly by the CONTRACTOR and invoices shall be maintained by the CONTRACTOR for inspection by the NMBHI Executive Director/Administrator or designee.

19. Picnics and Cookouts

a. The CONTRACTOR shall provide meals, serving utensils, disposable plates, eating utensils, and paper goods for off-campus and on-campus picnics and cookouts. Picnics and cookouts shall replace meals and shall not be billed separately. Meals for employees shall be billed at the price per meal for patient meals.

20. Parties

a. The CONTRACTOR shall provide finger sandwiches, potato chips, dips, cakes, cookies, ice cream, and punch or tea for birthday parties and other types of parties not to exceed one party per month per treatment unit. The CONTRACTOR shall bill for parties based on the CONTRACTOR’s invoice price. Costs shall be updated monthly by the CONTRACTOR and invoices shall be maintained by the CONTRACTOR for the inspection of the NMBHI Executive Director/Administrator or designee.

21. Cooking Programs

a. The CONTRACTOR shall provide food items for programs authorized through the MBHI Rehabilitative Services Department and approved by the NMBHI Executive Director/Administrator or designee. Cooking programs are intended as therapeutic experiences for patients and are not intended as substitutes for balanced meals.

b. If a cooking program meal replaces a regular meal, the CONTRACTOR shall be advised by the Rehabilitative Services Department in writing seven days in advance of the cooking program’s date. Cooking program meals replacing a regular meal shall not be billed by the CONTRACTOR, but shall be included in the regular meal costs. The cost of food items and ingredients used in the cooking programs that are not replacement for a meal, shall be billed at the CONTRACTOR’S invoice price. Prices shall be updated monthly by the CONTRACTOR and invoices shall be maintained by the CONTRACTOR for inspection by the NMBHI Executive Director/Administrator or designee.

22. Catering and Special Services

a. Special services requested by the NMBHI shall be billed at prices established by mutual agreement of the parties to the Contract.

b. Special services are defined as any food service requested by the DEPARTMENT that is not included in preceding terms and specifications i.e., legislative functions, employee breakfast meetings, administrative
functions, advisory board meetings, governing body meetings, etc.

c. Special services shall only be authorized by the NMBHI Executive Director/Administrator or designee in writing and shall be billed with supporting documentation.

23. Menu Cycle and Menu Review and Approval

a. The CONTRACTOR shall provide well-balanced meals that provide calorie values adequate to patient needs. Regular diet menus served shall contain foods in an amount that will meet or exceed recommended daily dietary allowances of the National Research Council. The CONTRACTOR shall provide a proposed five-week cycle menu and a five-week cycle menu for snacks/nourishments, as "established by the terms of the contract. All menus shall be certified by a Registered Dietitian as to nutritional adequacy and compliance with RFP meal specifications, including a nutrient analysis and cooked weight portion size for all items served.

b. When combination foods are on the menu, the CONTRACTOR shall submit the recipe and cite the reference used to determine nutritional values.

c. The CONTRACTOR shall submit menus to the NMBHI Executive Director/Administrator or designee, for review and approval, four weeks prior to the effective date of the next menu cycle. The NMBHI Executive Director/Administrator or designee shall approve submitted menus within ten (10) working days from date of receipt.

d. If menus are unacceptable, the CONTRACTOR shall have ten (10) working days to resubmit menus for final approval.

e. Any changes to approved menus must be requested through the NMBHI Executive Director/Administrator or designee in writing.

24. Change Orders

a. At any time, the DEPARTMENT may make, changes within the general scope of services of the Agreement by issuing a "change order", as defined in Section 13-1-38, NMSA 1978. When a change order affects the CONTRACTOR'S costs, the parties shall mutually agree on a price adjustment.

b. When the CONTRACTOR identifies a special project or additional work, a written cost estimate and schedule shall be submitted to the DEPARTMENT. The cost estimate will be based upon the administrative, food, and supply costs submitted in the CONTRACTOR'S proposal and this Agreement. Prior written approval by NMBHI for all change orders, whether initiated by CONTRACTOR or the NMBHI, is necessary.

B. Services will be performed at the New Mexico Behavioral Health Institute.

C. Performance Measures
Contractor shall substantially perform the following Performance Measures:

b. Food storage of variety and availability of stock for daily meal menus.
c. To see an increase of clients acceptable of food value during client exit survey.
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I. NEW MEXICO CORRECTIONS DEPARTMENT RESPONSIBILITIES

The New Mexico Corrections Department, (hereinafter “NMCD”), is responsible for the following:

A. Provide required access to the facility and parking in designated locations for Contractor’s employees.

B. Furnish all utilities to the Contractor for its operation, as judged by NMCD to be reasonably needed and necessary.

C. Permit the use of all existing capital equipment to operate the food services program with the exception of vehicles.

D. Furnish food storage space, refrigeration, food service facilities and equipment, and other auxiliary facilities required by the Contractor in order to provide the services specified.

E. Consider equipment acquisition recommendations that the successful Contractor deems necessary for complete and efficient service.

F. Provide for removal of all refuge, although the Contractor will be responsible for proper storage and placement of said refuge until removal.

G. Provide all necessary equipment repairs and maintenance, to include all building maintenance services that are the result of “normal wear and tear”.

II. DETAILED SCOPE OF WORK

1. The scope of work shall consist of operating a statewide food service program in accordance with New Mexico Environment Department standards, American Correctional Association Standards (fourth edition, as revised and/or supplemented) pertaining to food service, and NMCD Policy and Procedures.

A. Personnel

Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in this RFP or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum: add Springer Correctional Center (SCC), to the list the same specs as Roswell Correctional Center, 1 Dir, 1 Asst Mg, 2 Stewards for SCC and any additional NMCD facilities acquired.

Director
Statewide* (2*)

Central NM Correctional Facility: Main Unit; Minimum Restrict Unit; Mental Health Treatment Center  (1)

Central NM Correctional Facility: Minimum Unit (1)

Western NM Correctional Facility  (1)

Southern NM Correctional Facility Main Unit; Minimum Restrict Unit  (1)
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Roswell Correction Center (1)
Penitentiary of NM: North Unit; South Unit; Minimum Restrict Unit (1)

**TOTAL (8)**

**Assistant Manager**
Statewide* (0)
Central NM Correctional Facility: Main Unit; Minimum Restrict Unit; Mental Health Treatment Center (1)
Central NM Correctional Facility: Minimum Unit (0)
Western NM Correctional Facility (1)
Southern NM Correctional Facility Main Unit; Minimum Restrict Unit (1)
Roswell Correction Center (1)
Penitentiary of NM: North Unit; South Unit; Minimum Restrict Unit (2)

**TOTAL (5)**

**Stewards**
Statewide* (0)
Central NM Correctional Facility: Main Unit; Minimum Restrict Unit; Mental Health Treatment Center (14)
Central NM Correctional Facility: Minimum Unit (2)
Western NM Correctional Facility (9)
Southern NM Correctional Facility Main Unit; Minimum Restrict Unit (12)
Roswell Correction Center (2)
Penitentiary of NM: North Unit; South Unit; Minimum Restrict Unit (15)

**TOTAL (55)**

Total Statewide: (2)
Total CNMF, Main, Minimum & Mental Health: (16)
Total CNMF, Minimum (3)
Total WNMCF (11)
Total SNMCF Main, Minimum Restrict (14)
Total RNMCC (4)
Total PNM, North, South & Minimum Restrict (18)

**TOTAL (68)**
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*One Statewide Director and one Assistant Statewide Director, one of whom must reside within 75 miles of the Central New Mexico Correctional Facility

2. Contractor agrees that the Statewide Directors and the Food Service Director at each prison each will have at least two (2) years of experience in providing dietary food services in prisons and/or jails (military experience is accepted as correctional experience).

3. Contractor agrees to maintain a management staff on duty during operating hours at all facilities and will provide administrative offices, dietetic, purchasing, and personnel guidance and consultation. In the event that a vacancy or vacancies occur on the Contractor’s staff, for any period exceeding (30) calendar days, the Contractor will provide financial credit to NMCD at a rate equal to the salary and fringe benefits applicable to the vacant position(s) for each day over 30 days that the position is vacant until the position is filled and the employee has reported for his/her first day of work. Contractor will cover staffing vacancies with overtime. If Contractor fails to cover a vacant position by overtime, the Contractor will credit NMCD the value of salary and benefits for the number of hours not covered by overtime.

4. Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement.

5. Contractor shall maintain a position number and a written job description for each member of the Contractor’s staff, which clearly describes assigned duties and responsibilities. Contractor’s employees must be able to fluently and clearly speak, read and write English.

6. Contractor shall be solely responsible for all personnel costs including salaries, taxes, and fringe benefits.

7. All personnel employed by the Contractor shall comply with all policies and procedures that are implemented in each facility.

8. All personnel applicants shall be required to pass a background investigation conducted by NMCD as a prerequisite for initial and/or continued employment. NMCD shall review all applicants and reserves the right to deny access to its facilities by any of the Contractor’s employees for security or other reasons.

9. All Contractor personnel assigned to a facility shall be required to undergo and pass a drug urinalysis test as both a pre-requisite for initial and/or continued employment with the Contractor, and all personnel will be randomly drug tested at least annually.

10. The Contractor will consult with the NMCD Director of Adult Prisons prior to replacing or filling the following positions: Statewide Food Service Director or Statewide Assistant Food Service Director. The Contractor will consult with the affected facility Warden prior to replacing or filling the facility Food Service Director position. The Director of Adult Prisons and the facility Warden have the authority to approve or disapprove the respective positions specified above. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure that the replacement personnel are productive to the project immediately upon receiving assignments. approval of replacement personnel shall not be unreasonably withheld.

11. The Department shall retain the right to request removal of any of the Contractor’s personnel at any time.

B. Employee Development and Training

1. The Contractor shall require all its personnel to complete a one (1) week, forty (40) hour, pre-service orientation training period, such orientation to be provided by the facilities, with the exception of on-the-job training.

2. All employees must be certified in a food safety program approved by NMCD within thirty (30) days of employment.
with the Contractor. Proof of certification shall be provided to NMCD.

3. The Contractor shall provide ongoing training for the proper operation and use of all food service equipment.

4. Other in-service training shall be provided by the Contractor to include: sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by NMCD or the Contractor.

5. The Contractor will maintain written documentation of training required by this section B and any other training provided, which must be permanently maintained in each employee’s personnel file.

6. Contractor will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Stewards. These materials shall at all times remain the property of the Contractor.

C. Authorized Food Service Operations

Contractor shall not be authorized to utilize the NMCD facilities or to conduct or prepare any food items for any other food service or purpose not specified in the contract.

D. Equipment Maintenance and Use

1. The Contractor will conduct and document inspections of food service equipment owned by NMCD. The Contractor shall notify appropriate facilities personnel, in writing, of any equipment malfunctions or equipment in need of replacement.

2. The Contractor will develop and implement a safety and instructional program to ensure that all food service stewards and inmates are familiar with proper operating procedures/conditions of food service equipment the Contractor will provide a vehicle for those locations that provide satellite deliveries to units and provide proof of insurance. Contractor will be responsible for any maintenance, repairs and fuel cost.

3. Repair or replacement of equipment necessitated by normal wear and tear will be accomplished by the facilities. The Contractor is responsible for repair and replacement of equipment that is rendered un-serviceable through the abuse or negligence of persons employed by the Contractor.

E. Computerized System

The Contractor shall provide computer hardware and software to implement and maintain systems for inmate menu assessments, food production and delivery controls, inventory management, billing, management reports, and other managerial functions. Contractor shall provide a method of any new technology that will accurately track the number of meals served, for true accountability of food cost.

F. Security

1. The Contractor staff shall comply with all policies and procedures of NMCD and the facilities. Contractor staff vehicles shall be subject to search while on facility grounds. Published rules and regulations shall be available from NMCD staff to the Contractor.

2. The facilities shall provide identification badges for all Contractor personnel. The Contractor is responsible for paying the cost of all lost badges for persons under their employ.
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3. The Contractor staff shall not engage in any illegal, prohibited, or other activities with inmates, other contractor staff, or NMCD staff which could endanger or disrupt the orderly operation of the facilities.

4. During the duration of the contract period, the facilities shall provide security measures for the Contractors employees comparable to that provided for NMCD employees. All employees of the Contractor must clear a background check prior to working in any NMCD facility. This includes any employee that is transferring from one NMCD facility to another. A written clearance from the previous facility must also be obtained prior to the employee starting at the new facility.

5. The facilities reserve the right to restrict access to the facilities and require the immediate removal of any person(s) without prior notification for security reasons.

G. Health Examinations

1. The Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the contract.

2. All personnel employed by the Contractor shall have a medical statement certifying that they are free of any contagious form of tuberculosis, hepatitis, or any other infectious disease. T.B. skin tests shall be administered annually by the Contractor on all personnel under their employ except those employees with documented past positive T.B. tests. A chest x-ray is required for personnel with positive tests at the time of hiring and for all personnel who convert their tests to positive.

3. Contractor personnel shall be removed temporarily from work if they develop contagious respiratory, gastrointestinal, or skin diseases, and shall not return to work until medically cleared.

H. Inmate Labor

1. The facilities shall provide inmates for assistance in food preparation, serving, sanitation, and other food service activities, at the following locations: add Springer Correctional Center (25 Inmate Labor) and any additional facilities acquired by NMCD.

New Mexico Corrections Department Inmate Labor
PNM Minimum Restrict Unit – 36 Inmates  
Western NM Correctional Facility – 40 Inmates  
Southern NM Correctional Facility – 40 Inmates  
Southern NM Minimum Restrict Unit – 25 Inmates  
Central NM Correctional Facility – 96 Inmates  
Roswell Correctional Facility – 25 Inmates  
NMCD Training Academy – 7 Inmates

2. Inmate job assignments include, but are not limited to: food preparation, serving of meals, receiving materials, and sanitation duties. The Contractor will provide job titles and job descriptions for all inmate job positions.

3. All salaries for inmate labor shall be paid directly by NMCD. Salaries shall be based on information provided by the Contractor in accordance with established inmate payroll procedures. Pay will be for a forty (40) hour work week. Any overtime work performed by inmates must be requested by the Contractor and will be paid by the Contractor at the same rate of pay for regular hours. Inmates are generally not available to work during lockdowns.

4. The Contractor is responsible for conducting a documented health and sanitation check on all inmate food service workers reporting to work. Inmate food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such inmates shall not return
to work until medically cleared. Inmates who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

5. Each prison shall be responsible for providing food service uniforms for inmates assigned to food service, and such uniforms will be in good condition.

6. A comprehensive inmate Safe Serve training program in culinary arts and food service management will be developed and implemented by the Contractor within 120 days of the award of this contract. The curriculum and certification is subject to the approval of the NMCD Education Bureau and the Director of Adult Prisons. The Training Program will provide for the following:

a. Training will be made available to at least 25% of the total number of inmates employed by the Contractor at all times.

b. Documentation for inmate participants demonstrating progression through the curriculum and mastery of individual program components.

c. Certificate of completion for successful participants.

d. The Contractor shall give first preference to NMCD inmates who have successfully completed the program and who parole or discharge to the community, to the extent that Contractor has other food service contracts available where such inmates could work. Such former inmates may not be hired by the Contractor to work in any correctional facility.

H. Food Inventory, Supplies, and Purchases

At the commencement of operation, the Contractor shall purchase the existing inventory of expendable supplies and food products from the outgoing Contractor, at cost. Such inventory purchased by the Contractor shall be deemed the “beginning inventory.” At the termination of the contract, the outgoing Contractor agrees to sell the “ending inventory” of expendable supplies and food products at cost. Including, but not limited to: serving items, cooking items, disposable gloves, paper goods, trash can liners, plastic ware, cleaning supplies, and detergent and chemicals used in ware washing dishware, utensils, pots, etc.). Generally, non-toxic substitutes for items such as bleach and oven cleaners will be used. Caustic and toxic substances will be handled in accordance with ACA Standards. The contractor shall provide an option of new technology for control of inventory accountability and cost. The Contractor is responsible for purchasing the correct food items, supplies, and other merchandise. Such items shall be ordered and received in the required quantity and quality and the Contractor will ensure that deliveries are made timely in order to adequately meet the needs of each facility. The Contractor will ensure that deliveries are made to correspond with the appropriate schedules and security procedures of the institutions. The facilities shall require advance notification of all deliveries. Food inventories purchased are the property of the Contractor and the Contractor is responsible for loss, damage, spoilage or theft thereof. The Contractor shall be responsible for the proper handling, storage, and refrigeration of food items. All foods items purchased by the Contractor for the food production are subject to inspection and approval by each respective Warden, Food Contractor Monitor, and the state dietician. The Contractor agrees that preference shall be given to local suppliers whenever practical. The Contractor shall maintain a two-(2) week inventory in stock of nonperishable food. All inventories shall be rotated regularly and the Contractor shall insure food items are not served after the suppliers/ manufacturers expiration date. NMCD will not pay for spoilage, damage, obsolescence, or theft of food items. Storage will be made available at the NMCD Facilities warehouses for the Contractors inventory.

The Contractor shall be responsible for providing medium weight plastic tableware, spoons, forks, for use in both the inmate and staff dining halls.

The Contractor shall provide all serving utensils, such as but NOT limited to ladles, spatulas, etc. The Department shall supply trays, tumblers, and bowls. The Contractor shall supply all required Styrofoam products such as foam-hinged trays, plates, bowls and cups, etc. The Contractor shall be responsible for the inventory of these items and ensure proper handling. The Contractor shall supply all paper products, household items, and cleaning supplies. The Contractor shall be responsible for proper storage control of those items to prevent any theft, damage, or other loss. All office supplies necessary for the management of the operation shall be provided by the Contractor, except those forms required by NMCD for compliance with established regulations. The Contractor shall reimburse NMCD at five cents (.05) per page for photocopies reproduced on Department copiers.
Food Service equipment and trays damaged through the intentional or negligent acts of the Contractor or the Contractor's employees shall be the Contractor's responsibility. Contractor is not responsible for reasonable wear and tear. The Contractor shall be responsible for the purchasing and cleaning of linen and uniforms for Contractor staff in the dietary operation. Contractor personnel will be required to wear distinctive food service uniforms that are easily distinguishable from the inmate kitchen labor force.

Contractor shall assist and participate in the internal budget process by providing written input for each facility Business Manager. The information required shall consist of replacement of food service equipment and/or kitchen supplies, etc. The Contractor will offer a Correctional Officer meal/mess Salad Bar, and make available a special meal for purchase by both staff and inmates at an additional cost.

Food Purchase Specifications
The specifications set forth below are to establish minimum qualities acceptable to NMCD in the procurement of raw foods. The Contractor shall furnish NMCD with a complete list of the grades and qualities of raw food to be used in the production of meals, snacks, and other nourishment.

New Mexico Corrections Department Food Purchase Specifications
Canned fruits – fancy and choice grades/water packed
Dairy products – Grade A fresh milk 2.0% fat or lower
Eggs – USDA Grade AA (large)
Frozen foods – Grade A
Fresh produce and fruits – #1 quality
Canned vegetables – choice and extra standard grades
Meats, poultry, and fish
Beef – USDA choice no boneless lean beef trimmings (Pink Slime)
Veal – USDA choice
Lamb – USDA choice
Poultry – USDA choice
Textured vegetable soy products will be allowed but must be approved by the Director of Adult Prisons in the initial menu and on an advanced written approval basis thereafter.
Ground beef and ground turkey – USDA utility or better with fat content between 18 and 25 percent (18%-25%) no boneless lean beef trimmings (Pink Slime)
Irmination cheese products may be used in meal preparation; however, they may not be used as an entrée. Low Fat cheese is to be used for entrées, such as hot or cold sandwiches; toppings; and garnishes.

Meal Preparation Locations
The following meal preparation areas will be utilized: add the Springer Correctional Center and any additional facilities NMCD should acquire:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Kitchen Location</th>
<th>Locations Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penitentiary of NM</td>
<td>Minimum Restrict Unit</td>
<td>Minimum Restrict Unit</td>
</tr>
<tr>
<td>Central NM Main Unit</td>
<td>Central Main unit MHTC</td>
<td>Central Main Unit</td>
</tr>
<tr>
<td>Central NM Min. Rest.</td>
<td>Central NM Minimum</td>
<td>(RDC, GP, etc.) MHTC, LTCU</td>
</tr>
<tr>
<td>Central NM Minimum</td>
<td>WNMCF</td>
<td>Central NM Min. Rest</td>
</tr>
<tr>
<td>Western NMCF</td>
<td>RCC</td>
<td>Central NM Minimum</td>
</tr>
<tr>
<td>Roswell Correctional Cntr.</td>
<td>SNMCF JRS Unit</td>
<td>B-dining and H-dining</td>
</tr>
<tr>
<td>SNMCF JRS Unit</td>
<td>SNMCF P0 Unit</td>
<td>RCC Dining/DWI</td>
</tr>
<tr>
<td>SNMCF P0 Unit</td>
<td>NMCD TA</td>
<td>SNMCF JRS Unit</td>
</tr>
<tr>
<td>NMCD Training Academy</td>
<td></td>
<td>SNMCF PO Unit</td>
</tr>
<tr>
<td>Serving Times/locations</td>
<td></td>
<td>NMCD TA</td>
</tr>
</tbody>
</table>
The Contractor shall provide meals at each facility in accordance with established operating schedules and conditions. Inmates shall be served in locations to be designated by NMCD, which locations may be changed at the discretion of NMCD. Generally, Level I and Level II inmates are served in a dining hall; Level III and Level IV inmates are served in the pod common area; and, Level V and VI inmates are served in their cells. The Contractor shall provide meal service as determined by NMCD for inmates located in the segregation units, Long Term Care Unit (infirmary), inmates confined to living units, prison industries (sack lunches), off-site work details, and other locations requested by the facility wardens.

Meals served at satellite locations will separate hot and cold food and the delivery method will ensure that hot and cold food temperatures are met at the point of service. Styrofoam products and plasticware will be furnished at the expense of the Contractor.

Meal service will be provided to employees in the employee dining facilities. At each prison facility, correctional officer supervisors, transportation officers and correctional officers who work a double shift are provided a meal by NMCD at no cost to the employee. Other staff may obtain meals by purchasing a meal ticket. Offerors are required to provide the meals and are paid for each meal at the same price as the inmate per meal rate.

The Contractor is responsible for determining the appropriate number of meals to be prepared and served. The Contractor shall provide sufficient meals for all inmates, NMCD employees, contract staff, and approved visitors who wish to eat according to the approved menu schedule.

**Menus**

The Contractor will develop a 5-week cycle menu that meets the requirements contained in the following menu specifications. The menu shall identify: (i) the cooked weight serving size portion; (ii) the cooked weight of meat used in combination recipes; and, (iii) use of any item that contains textured vegetable soy protein. The Contractor shall provide a complete nutrient analysis and cooked weight serving size portion for every menu item. The Contractor shall prepare and serve well balanced meals which consist of a minimum of 3,000 calories per day. Protein must provide an average of 15% of total calories; carbohydrates must provide an average of 55% of total calories; and fat must provide an average of 30% of total calories with no more than 10% of calories from saturated fat. The Contractor will use Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences, National Research Council, to provide a generally recognized guideline of nutritional standards. The RDA’s for all major vitamins and minerals must be met. Sodium must be limited to an average of 5 grams per day and cholesterol must be limited to an average of 500 mg per day or less. Typically “spicy” foods (e.g., Frito pie, chili stew, enchiladas, etc.) must be prepared with mild seasonings. Additional seasoning (e.g., peppers or salsa) shall be made available in the dining hall. The Contractor shall prepare meals to include foods consistent with the ethnic population of the facility. Flavor, texture, varieties and color combinations must also be considered. In order to decrease monotony, the 5-week cycle menu will be reviewed/revised by the Contractor at least annually. Unpopular menu items will be replaced by other more acceptable foods. Two menus (spring and summer) and (fall and winter) which reflect availability of seasonal foods, traditional holiday menus, and heavier foods during the colder weather months and light, cool, and crisp foods during the warmer weather months shall be provided. Breakfast: The Contractor shall prepare and serve a balanced breakfast each day. Breakfast shall consist of such foods as fruit or juice, cereal, eggs, toast or bread substitute and margarine. A beef or turkey product shall be served at breakfast at least four (4) times per week. Each breakfast meal shall include 16 ounces of milk and unlimited coffee. In addition, four (4) ounces of 100% fruit juice shall be served four times per week. The food shall be rotated to provide variety in sufficient quality and quantity to satisfy the needs of designated persons taking this meal Lunch/Dinner Meal: The Contractor shall prepare and serve balanced meals each day. The lunch and dinner meals shall consist of an entrée, one (1) cooked vegetables or vegetable substitute, dessert, bread or bread alternate, margarine when appropriate, choice of available beverage, and salad. If tossed salad is served it must contain lettuce and three additional raw vegetables such as tomato, celery, carrots or cabbage and include an appropriate salad dressing. At least one (1) of the salads being served during the day (either the lunch or dinner meal) shall be of a fresh fruit or fresh vegetable variety. Every lunch and dinner entrée shall use beef, poultry or fish as the protein component. The entrée will consist of 3-4 ounces (cooked weight) of meat, fresh poultry, or fish; or of 8 ounces (cooked volume) of stew or casserole containing meat. Each lunch and dinner meal shall include a
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16 ounce beverage.

Miscellaneous: The Contractor shall provide two (2) desserts per day, one (1) at lunch, and one (1) at dinner. Either whole fresh fruit or sliced fresh fruit (4-6 ounce portion) shall be served not less than three (3) times per week and may be served for dessert. No pork, pork product, or pork byproduct will be used as a menu item or in the preparation of any menu item with the exception of the Training Academy.

Future changes to the menu shall be certified by a registered dietitian along with a complete nutritional analysis and cooked weight portion size for each item on the specified menu for each meal as required in this paragraph M.1 (a-f). The menu submitted, once reviewed and approved by NMCD, shall be instituted by the Contractor upon contract start date. All requests for changes in the approved menu shall be submitted to the Adult Prisons Division Director who shall make the final decision concerning the appropriateness of the menu. The Director of Adult Prisons may require the serving of a special meal, not on the cycle menu, one time per calendar quarter at each facility, such meal to be implemented in recognition of good behavior or special circumstances. The menu for the special meal will be determined by NMCD.

The Contractor is required to provide for religious diets. Religious diets will be provided to inmates who have been approved by NMCD, in accordance with policy, to receive a religious diet including a Kosher meal. The Contractor will provide a heart healthy menu option and a female specific menu of fewer calories. Where combination foods are on the menu, the Contractor shall make available the recipe providing the list of ingredients and their quantities, the number of servings, and the size of each serving with the five (5) week menu cycle Holiday and special event menus shall be provided. At a minimum, the Contractor shall provide special dinners at all facilities on the following Holidays:

**New Mexico Corrections Department Holiday/Special Event Calendar**

- Martin L. King Day
- Memorial Day
- Labor Day
- Christmas Day
- Spring Holiday
- Independence Day
- Thanksgiving Day
- Superbowl Sunday

For the traditional fall or winter holidays (i.e. Thanksgiving, Christmas and Martin Luther King Day), two (2) entrees shall be provided to each inmate to consist of either turkey or roast beef, excluding processed products. The ethnic population requirements and holiday requirements apply to food prepared and served for all.

For the spring or summer holidays (i.e. Spring Holiday, Memorial Day, Independence Day and Labor Day), the menu shall consist of two (2) entrees for each inmate to consist of either barbecue beef, or barbecue chicken. For each holiday, each inmate shall receive at least four (4) ounces of each entrée served to consist of a total of eight (8) ounces weight for the meal. Processed meat products may not be used in whole or in part to comply with the meat entrée requirements.

For Superbowl Sunday dinner, the Contractor shall provide a sack lunch which consists of the following: two sandwich rolls (hoagie bun, submarine bun, or the like); six (6) ounces of sliced roast beef and/or sliced roast turkey lunch meat; two (2) ounces of sliced low fat cheese; lettuce, sliced tomato, sliced onion, pickles, jalapeno, mayonnaise, and mustard; two (2) ounces of commercially packaged potato chips; ¾ cup of potato salad; one (1) commercially packaged candy bar of at least one-and-a-half (1.5) ounces; a 12-ounce can/plastic bottle of carbonated soda.

**Sack Lunches:** The Contractor shall prepare and date all sack lunches as may be requested. The sack lunch shall consist of two (2) sandwiches containing a minimum of 1 ½ ounces of protein complement per sandwich, a piece of fruit, a dessert, one (1) commercially package of potato chips or other similar item, and a beverage. A larger sack lunch for outside work details containing additional food items may be prepared and charged for at 1 ½ times the normal meal cost at the discretion of the Facility Warden. The Contractor shall vary the type of meat and other items in
the sandwiches on a strict rotation basis to avoid repetition. The bidder shall provide a five-week sack lunch menu with each proposal. The menus shall have a variety of meals.

Lockdown Menus
The Contractor shall provide actual menus for the first three (3) days of a facility lockdown. If the lockdown continues beyond three (3) days, the Contractor shall submit additional menus for the designated facility. The Contractor shall maintain a three (3) day inventory for the lockdown menu. All menus shall be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor, including the nutrient analysis and portion size for all items as served. The Contractor shall cite references used to determine nutritional value.

All menus shall be reviewed and approved by the NMCD Dietitian.

Medical Diets

The 5-week cycle menu shall generally meet the dietary requirements for low-fat and low-sodium diets. With diet counseling for inmates from the Medical staff and inmate avoidance of some menu items, this same general menu will also meet the needs for low cholesterol, brand and diabetic diets. The Contractor is responsible for developing a diet manual for the most commonly prescribed medical diets, such as soft, mechanical soft, liquid, pureed, low protein, and renal. The Contractor will prepare and serve these and any other prescribed medical diets and/or snacks ordered by the medical staff.

The Contractor’s dietician must be consulted for any medical diets that are not clearly addressed in the diet manual. The diet manual will be reviewed and approved by the NMCD Medical Review Board.

Meals and snacks for medical diets will be prepared and served in compliance with physician’s orders, the Standard of Care for medical diets, and the approved Diet Manual. Where possible, the food items served according to the menu of the day will be modified for particular inmates to comply with any medical diet ordered for that inmate (e.g., puree certain food items for particular inmates). Medical diets shall be served during normal serving times except as ordered by the physician. The Contractor is responsible for providing all medically prescribed diets, including snacks for diabetics, nutritional supplements such as Ensure TM. etc.

The Contractor will at a minimum be required to develop and provide a medical diet menu for diabetics (soft, liquid, pureed, low protein and renal) and include a diabetic snack with the caloric values of 1,800, 2,200, 2,400, and 2,800 calories and make available for those inmate patients determined by the Medical provider of the Central New Mexico Correctional Facility (CNMCF).

The Contractor will at a minimum be required to provide to special care units at the CNMCF (LTCU, Geriatrics’, MHIC and Alternative Placement Area (APA), protein shakes and fresh eggs (boiled or scrambled) which can be prepared in Food Service, for those inmate patients determined by the Medical provider. Additionally, protein bars can be purchased or prepared when necessary. The Food Service Director in each facility shall have a dietitian available to calculate and write menus for those medical diets not covered by the general menu.

As requested, the Contractor shall follow established procedures, which will allow for removal of inmates from special diets who fail to comply with the prescribed diet. This is to safeguard both the Contractor and NMCD from potentially costly lawsuits. The procedure shall be approved by the NMCD Medical Director or his or her designee.

Change Orders
At any time, NMCD may make changes within the general scope of services of the Agreement by issuing a “change order”, as defined in Section 13-1-38, NMSA 1978. If a change order affects the Contractor’s costs, the parties shall mutually agree on a price adjustment.
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If Contractor identifies a special project or additional work, a written cost estimate and schedule shall be submitted to NMCD. The cost estimate will be based upon the administrative, food, and supply costs submitted in the Contractor's proposal and this Agreement. Prior written approval by NMCD for all change orders, whether initiated by Contractor or Department is necessary.

COMPENSATION – PAYMENT OF INVOICES

Billing

The Contractor, on a bi-weekly basis, shall submit a separate billing for each Corrections Department facility and any other required documentation to generate payment for meal services provided.

Payment Terms

Payment terms required of NMCD shall be net thirty (30) days, measured from the date NMCD receives the Contractor's invoice to the date the Contractor receives payment.

RECORDS AND INSPECTIONS

Recording Keeping Requirements

The Contractor shall maintain the following records which shall be made available to NMCD upon request.

Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. NMCD reserves the right to verify the number of meals served.

A two week current staffing pattern and work schedules for all employees.

A complete job description for all positions and inmate assignments.

Records of all staff to include days worked and absences.

Records of meal counts for each meal by location according to established meal count procedures.

Daily records documenting all refrigerator and freezer temperatures, serving temperatures of all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to meet health standards and to document compliance with American Correctional Association Standards and New Mexico Environment Department Food Service and Food Processing Regulations.

The planned menu for the coming month shall be dated, posted and distributed to the inmate population.

Nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include procedures for hazard analysis critical control point (HACCP Plans).

For testing purposes, a sample meal for seventy-two (72) hours for each meal served.

A daily food temperature log in the prison segregation units and other satellite feeding locations.

Inspections and Meetings

Personnel of NMCD may at any time inspect the following: the food storage area, preparation area, serving areas, and test food for palatability, proper portion size, accuracy of medical diets (CNMCF Long Term Care Unit and the MHTC Unit), and attractiveness. The Department may reject food or material for not meeting the specifications contained in the
terms of the contract or in the approved menu, and require the Contractor to substitute food or material, which complies with the specifications.

A Contractor's representatives and Department representatives shall meet quarterly to discuss contract compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall be submitted to the Director of Adult Prisons, Food Service Contract Monitor and Compliance Bureau Chief by the Contractor.

PERFORMANCE MEASURES, DEFAULT BY CONTRACTOR, AND LIQUIDATED DAMAGES

Default

An Event of Default on the part of the Contractor is defined as the Contractor’s performance measures set out herein.

Performance Measures

The following performance measures shall be applicable to the Contractor:

25% of inmates assigned to food service are enrolled in a comprehensive culinary arts/food service management training program; to include documentation. $100 per day for each day of non-compliance. For each staff vacancy of a mandatory FTE over 30 days, $50 per day for each day the position is not filled. Compliance with two-week inventory of non-perishable food goods. $100 per day for each day of non-compliance. Compliance with prescribed medical diets and approved religious diets. $100 for each instance of non-compliance. Compliance with maintaining required records. $100 for each day a required record is not maintained, for each record. Compliance with ACA Standards addressing food service. $200 for each instance of non-compliance with a Mandatory Standard; $100 for each instance of non-compliance with a non-Mandatory Standard. Compliance with employee development and training. $100 per day for each employee who does not receive required training on a timely basis, until training is received. For required training that is provided by NMCD (e.g., new employee orientation), no penalty shall accrue if NMCD failed to make such training available on a timely basis. Each instance of deviation from the published menu, $100. Each instance of insufficient food amount to feed each inmate the published meal at the required portions, $1000. Each instance of failing to follow recipe (proper amount and/or correct ingredients, including meal substitutions), $100. Each instance of deviation and/or shortage on sack lunch, $100. Meal start time more than 30 minutes late, due to fault of Contractor, $100 per occurrence. Each instance of failing to meet minimum standards of food purchase specification, $100 each occurrence. Compliance with NMCD Food Service Inspection, $100 for each inspection that notes a deficiency. Critical violation on any Environment Department inspection report, $1000 per each cited Critical violation; Non-critical violation on any Environment Department inspection report, $100 per each cited violation. For over-billing (billing for more than the number of meals actually served), $100 per occurrence + refund the cost of meals billed but not served. Non-compliance with a Mandatory food service standard during an official ACA audit, $10,000. Non-compliance with a non-Mandatory food service standard during an official ACA audit, $500. Any contract requirement, not cited above, found to be in non-compliance; if reported in writing to the Contractor and Contractor does not cure within prescribed time lines; $100 per day for each day of non-compliance until corrected.

Notice of Default and Liquidated Damages

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

Utilization of USDA Commodities
The Contractor also agrees to fully utilize the U.S. Department of Agriculture donated food program commodities in meal preparation and to credit NMCD facilities monthly invoices accordingly. The credit will be equal to the Contractor’s discounted purchase price received from the Contractor’s supplier(s) for the same commodity, including all discounts. Commodities ordered for each facility will be reviewed and approved by the Facility Food Service Director and the facility.

The Contractor shall maintain the records of commodities consumed for a period of three (3) years from the close of the Federal fiscal year. The records shall be made available for inspection and audit at any reasonable time and place by representatives to the distributing agency, NMCD, and other duly authorized State or Federal representatives.

Facilities that receive commodities shall ensure that they are made available to the Contractor and used only to benefit the facility’s feeding operation.

Inventory Control of USDA Commodities

Inventory control of the U.S. Department of Agriculture commodities shall be the responsibility of the facilities.

Compliance with Federal Regulation 250.8

Contractor agrees to abide by Federal Regulation 250.8, except as follows:
Recipient Agencies which desire to receive commodities may employ food service management companies to conduct their feeding operations, provided that the Recipient Agencies enter into written contracts with such companies. Contracts between Recipient Agencies and Food Service Management Companies must expressly provide that:

Any commodities received by the Recipient Agencies and made available to the Food Service Management Company shall insure only to the benefit of the Recipient Agencies feeding operation and shall be utilized therein.

The foods and records of the Food Service Management Company pertaining to the feeding operation of the Recipient Agency shall be available for a period of three (3) years from the close of the Federal fiscal year to which they pertain for inspection and audit by Representatives of the Distributing Agency, of the U.S. Department of Agriculture, and of the General Accounting Office at any reasonable time and place.

OTHER REQUIREMENTS

Performance Bond and Insurance Requirements

The Contractor shall be required to furnish NMCD with a performance bond equal to ten (10)% percent of the face value of the total annual contract, throughout the term of the contract. A binder to obtain this Bond shall be secured and delivered to State Purchasing Division, with a copy to the NMCD Procurement Manager.

Contractor agrees that in order to protect itself as well as NMCD under this indemnification clause herein, it shall, at all times during the term of this agreement, have and keep in force liability insurance. Such insurance shall be written by an insurance company licensed to conduct business in the State of New Mexico and shall cover all liability which might arise out of the provision of services under this agreement. Such insurance, which shall designate NMCD as an additional insured, shall provide the following minimum limits of coverage.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00070

Comprehensive General Liability, $1,000,000 Combined Single Limit, to include coverage for the following:
Premises-Operations Products/Completed Operations
Contractual Insurance
Broad Form Property Damage
Independent Contractor
Personal Injury

Automobile Liability, $1,000,000 Combined Single Limit

Workers’ Compensation and Employers’ Liability
Workers’ Compensation – Statutory
Employer’s Liability - $1,000,000

A certificate of Insurance of Contractor’s insurance coverage shall be submitted with each proposal.
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 20-000-00-00070  

ATTACHMENT 1 – PART 2  
DETAILED SCOPE OF WORK AND ADDITIONAL  
AGENCY SPECIFIC TERMS AND CONDITIONS  
Training Academy

DETAILED REQUIREMENTS

Performance Bond

A performance bond equal to ten (10%) of the face value of the total contract shall be secured throughout the contract. A binder to obtain this bond will be secured and delivered to the State Purchasing Division within 72 hours of notification to Contractor of intent to contract.

Compliance with Standards

New Mexico Health and Environment Division: The Contractor shall be responsible for ensuring that the food services kitchen and dining areas meet all specifications and requirements as set forth under the statutes and regulations of the New Mexico Health and Environment Department, Environmental Improvement Division. Should authorized health inspectors find upon inspection any violations by the Contractor of the specifications and requirements of the statutes and regulations of the New Mexico Health and Environment Department and Environmental Improvement Division, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance. Contractor shall be responsible for costs of providing student meals at a local restaurant at any time such violations affect meal preparation/serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the Contractor for any period of time in which the facility is out of compliance.

American Correctional Association: The Contractor shall be responsible for compliance with ACA Standards for Correctional Training Academies (First Edition and as revised or supplemented), and will participate with NMCD in the accreditation and/or reaccreditation process and ensure food service facility operates in accordance with ACA Standards.

Personnel and Mandatory Staffing Requirements

The Offeror shall provide sufficient staff to supervise inmates working in the food services area. Inmate job assignments include but are not limited to the preparation and serving of meals, receiving materials, and sanitation.

The Offerers shall recruit, train, and maintain the minimum listed food service employee positions: a) Manager; and b) Chief Cook Contractor agrees to maintain a staff schedule that ensures either the Manager, Chief Cook, or both are on duty during operating hours at the Academy kitchen. The Contractor will provide dietetic, purchasing, and personnel guidance and consultation. Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement. In the event that a vacancy or vacancies occur on the Contractor’s staff, for any period exceeding (30) calendar days, the Contractor will provide financial credit to NMCD at a rate equal to the salary and fringe benefits applicable to the vacant position(s).

Each employee must submit a resume and work history for evaluation to the Training and Recruiting Division Director. Employees must not have been convicted of a felony crime, and must submit any arrest record information to the Director. All employees of the Contractor must clear a background check prior to working in any NMCD Facility. This includes any employee that is transferring from one NMCD facility to another. A written clearance from the previous facility must also be obtained prior to the employee starting at the new facility.

Employee Development and Training

1. The Contractor shall require all its personnel to complete a one (1) week, forty (40) hour, pre-service orientation
training period; such orientation to be.
2. All employees must be certified in a food safety program approved by NMCD within thirty (30) days of employment with the Contractor. Proof of certification shall be provided to NMCD.
3. The Contractor shall provide ongoing training for the proper operation and use of all food service equipment.
4. Other in-service training shall be provided by the Contractor to include: sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by NMCD or the Contractor.
5. The Contractor will maintain written documentation of training required by this section B and any other training provided, which must be permanently maintained in each employee’s personnel file.
6. Contractor will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Stewards. These materials shall at all times remain the property of the Contractor.

**MENU AND FOOD SPECIFICATIONS**

**Five-Week Cycle Menu**

The Contractor will submit a five-week cycle menu for summer/fall and a five-week cycle menu for spring/winter that complies with the following menu specifications. The menu shall identify: (1) the cooked weight serving size portion; (2) the cooked weight of meat used in combination recipes; and, (3) use of any item that contains textured vegetable soy protein. The Contractor shall provide a complete nutrient analysis and cooked weight serving size portion for every menu item.

**Food Quality Specifications**

The Contractor shall ensure that all food served meets the following food specifications:

- **Milk**: 1.5 – 2% Grade A Pasteurized
- **Meat**: USDA Choice no boneless lean beef trimmings (Pink Slime)
- **Fish**: US Grade A
- **Poultry**: USDA Grade A
- **Eggs**: USDA Grade AA Lg.
- **Dairy Products**: USDA Grade A
- **Fresh Produce**: US No. 1 Quality
- **Cheese**: USDA Grade A
- **Frozen Vegetables**: USDA Grade A
- **Fruit**: USDA Choice
- **Staple Items**: Dried Fruits: Grade #1
- **Canned Fruits**: USDA
- **Juices 100% Fruit**: USDA Grade Fancy
- **Cereal Products**: USDA Grade #1
- **Pie Filling**: USDA Standard
- **Diet Fruit**: USDA
- **Canned Vegetables**: USDA Grade Fancy
- **Dried Vegetables**: USDA Grade #1
- **Frozen soft Served Products**: Grade A

**Meal Variety and Calorie Count**

The Contractor shall prepare nutritious and balanced meals of sufficient variety in terms of flavor, texture, and color with an average calorie count of 3,800 per day.
Breakfast, Lunch and Dinner Requirements

The Contractor shall prepare and serve a nutritious and balanced breakfast, lunch, and dinner each day, at the time designated by NMCD consisting of the following food items:

Breakfast
- Bacon 2 oz., Sausage patty 2 oz., links 3 oz., or ham 3 oz., in portion
- Eggs or pancakes/waffles, French Toast
- Potatoes
- Toast, biscuits, or muffins
- Butter or margarine
- Coffee, milk, tea, juices, hot chocolate (unlimited servings)
- Fresh Fruit-pastry (optional)
- Hot/cold cereal

Lunch
One (1) main entrée consisting of high quality protein, including a minimum of 4-8 oz. of cooked meat, poultry, or fish each meal Choice of two (2) quality cooked vegetables Rolls or bread selection Three (3) dessert selections Potato or starch accompaniment Soup Salad bar, consisting of a tossed green salad and four (4) other selections such as tuna salad, macaroni salad, Jello salads, etc., including four (4) choices of fresh salad dressings and eight (8) choices of salad condiments Butter or margarine Fresh fruit Coffee, milk, tea, juices, soft drinks, hot chocolate

Dinner
One (1) main entrée consisting of high quality protein, including a minimum of 6-10 oz. of cooked meat, poultry, or fish for each meal. (Type of entrees must be other than what was served for lunch) Choice of two (2) quality cooked vegetables Rolls or bread selection Choice of two (2) dessert selections Potato or starch accompaniment Soup Salmon bar consisting of a tossed green salad and four (4) other salad selections such as tuna salad, macaroni salad, potato salad, vegetable salad, Jello salads, etc., including four (4) choices of fresh salad dressing and eight (8) choices of salad condiments. Butter or margarine Fresh fruit Coffee, milk, tea, soft drinks, hot chocolate.

Recipes for Combination Foods

Where combination foods are on the menu, the Contractor shall make available the recipe providing the list of ingredients and their quantities, the number of servings, and the size of each serving with the five (5) week menu cycle.

Bread Specifications

The Contractor shall ensure that all bread provided or served as part of all meals shall consist of whole-wheat grain 80% of the time served.

Use of Salt and Saturated Fat

The Contractor shall ensure that all food preparation will be performed with minimum or no quantity of salt and saturated fat. No animal fats such as lard will be used.

Use of Red Meat

The Contractor shall ensure that main entrées consisting of red meat such as beef, pork, veal is served no more than 60% of the time and that fish, poultry be substituted to maintain contract requirements. No boneless lean beef trimmings (Pink Slime).

Special Diets
The Contractor shall cooperate with NMCD should the need arise in providing a satisfactory and nutritional meal substitute for the daily menu at a mutually agreed price for persons who may require special diets.

Drinks

All drinks to be 12-oz. minimum.

**MEAL SERVICE SCHEDULE**

Meal service schedule: The Contractor will provide three meals a day, five days a week during normal working days (Monday through Friday), not including state holidays. Requirements for meal service on weekends or holidays may be required, as specified in advance by the Director of the NMCD Training Academy.

**Approximate Meal Times (Actual Meal times TBD)**

- Breakfast: 6:30 a.m. to 8:00 a.m.
- Lunch: 11:30 a.m. to 1:00 p.m.
- Dinner: 4:30 p.m. to 6:00 p.m.

**OTHER FOOD SERVICES**

Beverages for Firearms Training

The Contractor agrees to provide for the boarding cadets coffee and at least one other beverage available on range day (firearm training) as specified by NMCD:
- Coffee
- Hot chocolate
- Soft drinks
- Fruit juices
- Hot/cold tea

**Catering Services**

Catering Services for graduating classes and other special events shall be provided by Contractor at a mutually agreed upon price and menu. The menu and cost will be completed two (2) weeks prior to event. Examples of items that might possibly be requested are as follows: sandwiches, tossed green salad, finger foods, cake ½ or full sheet, assorted cookies, Danish, coffee, hot/cold tea and fruit punch.

**INSPECTIONS AND REQUIRED RECORDS**

**Inspections by NMCD**

Personnel of NMCD may at any time inspect the following: the food storage area, preparation area, serving areas, and test food for palatability, proper portion size, and attractiveness. The Department may reject food or material for not meeting the specifications contained in the terms of the contract or in the approved menu, and require the Contractor to substitute food or material, which complies with the specifications.

**Quarterly Meetings Between NMCD and Contractor**

A Contractor’s representatives and Department representatives shall meet quarterly to discuss contract compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall be submitted to the Director of Adult Prisons and Food Service Contract Monitor by the Contractor.

**Required Records**
The Contractor shall maintain the following records which shall be made available to NMCD upon request.

Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. NMCD reserves the right to verify the number of meals served.

A complete job description for all positions and inmate assignments.

Records of all staff to include days worked and absences.

Daily records documenting all refrigerator and freezer temperatures, serving temperatures of all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to meet health standards and to document compliance with American Correctional Association Standards and New Mexico Environment Department Food Service and Food Processing Regulations.

The planned menu for the coming month shall be dated and posted.

Nutritional analysis, recipes, and portion sizes for all menu items.

For testing purposes, a sample meal for seventy-two (72) hours for each meal served.

**PERFORMANCE MEASURES, DEFAULT BY CONTRACTOR, AND LIQUIDATED DAMAGES**

**Definition of Default**

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

**Performance Measures**

The following performance measures shall be applicable to the Contractor:

For each staff vacancy of a mandatory FTE over 30 days, $50 per day for each day the position is not filled.

Compliance with maintaining required records. $100 for each day a required record is not maintained, for each record.

Compliance with ACA Standards addressing food service. $200 for each instance of non-compliance with a Mandatory Standard; $100 for each instance $100 per day for each employee who does not receive required training on a timely basis, until training is received. For required training that is provided by NMCD (e.g., new employee orientation), no penalty shall accrue if NMCD failed to make such training available on a timely basis. Each instance of deviation from the published menu, $100. Each instance of insufficient food amount to feed each cadet the published meal at the required portions, $1000. Each instance of failing to follow recipe (proper amount and/or correct ingredients), $100.

Meal start time more than 30 minutes late, due to fault of Contractor; $100 per occurrence. Each instance of failing to meet minimum standards of food purchase specification, $100 each occurrence. Compliance with NMCD Food Service Inspection, $100 for each inspection that notes a deficiency. Critical violation on any Environment Department inspection report, $1000 per each cited Critical violation. Non-critical violation on any Environment Department inspection report, $100 per each cited violation. For over-billing (billing for more than the number of meals actually served), $100 per occurrence + refund the cost of meals billed but not served. Non-compliance with a Mandatory food service standard during an official ACA audit, $10,000. Non-compliance with a non-Mandatory food service standard during an official ACA audit, $500. Any contract requirement, not cited above, found to be in non-compliance; if reported in writing to the Contractor and Contractor does not cure within prescribed time lines; $100 per day for each day of non-compliance until corrected.

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

13. Provide required access to the facility and parking in designated locations for CONTRACTOR’S employees.

14. Furnish all electricity, gas, water, heat, and light to the CONTRACTOR for its operation, as judged by the DEPARTMENT to be reasonably needed and necessary.

15. Permit the use of all existing capital equipment to operate the food service Program.

16. Furnish the initial inventory of all china, glassware, silverware, pots, pans and utensils; food storage space; refrigeration; food service facilities and equipment; and other auxiliary facilities required by the CONTRACTOR in order to provide the services specified.

Consider equipment acquisition recommendations that the successful CONTRACTOR deems necessary for complete and efficient service.

Provide for removal of all trash and garbage, although the CONTRACTOR will be responsible for proper storage and placement of said trash and garbage until removal.

17. The DEPARTMENT shall provide and compensate all personnel employed by or deemed necessary by the DEPARTMENT and the CONTRACTOR for the efficient operation of the food service program, within budget limitations.

18. Provide all necessary equipment repairs and maintenance, to include all building maintenance services.

19. Personnel

i. CONTRACTOR agrees to provide all coordinating management; supervisory, training, and technical personnel required to efficiently meet the DEPARTMENT’S requirements specified by the DEPARTMENT to satisfy the functional requirements and specifications set forth in CONTRACTOR’S response to the RFP and as specifically ordered by the NMBHI, or as amended by mutual agreement of both parties and in accordance with the terms of this agreement.

j. CONTRACTOR agrees to maintain a management staff on duty during operating hours (including weekends) at the DEPARTMENT and will provide, from its administrative offices expert administrative, dietetic, purchasing, and personnel guidance and consultation. CONTRACTOR shall maintain a management staff which shall include: a Food Service Director with a minimum of five years experience; a Food Production Manager; and two Registered Dietitians who shall provide direct clinical service and consultation; and sufficient relief personnel to maintain these staffing requirements. CONTRACTOR shall ensure that CONTRACTOR’S employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement. In the event that a vacancy or vacancies occur on the CONTRACTOR’S management staff, for any period exceeding (30) calendar days, the CONTRACTOR will provide financial credit to the DEPARTMENT at a rate equal to the salary and fringe benefits applicable to the vacant position(s).
k. CONTRACTOR agrees that if the Food Service Director or any other personnel are not acceptable to the NMBHI’s Executive Director/Administrator for any reason, the NMBHI Executive Director/Administrator may notify the CONTRACTOR and request the removal of personnel involved and an acceptable replacement will be provided by the CONTRACTOR.

l. CONTRACTOR shall maintain a written job description for each member of the CONTRACTOR’S staff, which clearly describes assigned duties and responsibilities and orientation of new food service department employees.

m. CONTRACTOR shall be solely responsible for all personnel costs including salaries, taxes, and fringe benefits of the CONTRACTOR’S management staff.

n. CONTRACTOR shall be responsible for supervision of the NMBHI food service department employees in maintaining facilities and equipment in accordance with health, safety, and sanitation standards. The NMBHI Executive Director/Administrator reserves the rights of an employer regarding facility employees.

o. CONTRACTOR shall implement the State of New Mexico Employee current Performance Appraisal & Development and evaluation process and conduct performance evaluations for all NMBHI employees assigned to the Food Service Department, in accordance with New Mexico State Personnel Board rules and regulations and the DEPARTMENT’S policies and procedures.

p. CONTRACTOR shall provide verbal and written recommendations to the NMBHI Executive Director/Administrator or designee regarding, personnel actions necessary for the efficient operation of the Food Service Department, which include appointments, promotions, reclassifications, demotions, suspensions, and dismissals of all NMBHI employees assigned to the Food Service Department, in accordance with State Personnel Board rules and regulations and NMBHI policies and procedures.

20. Employee Development and Training

h. The CONTRACTOR will provide training, through qualified staff, to employees and patients of the DEPARTMENT in coordination with the NMBHI Staff Development Department; in accordance with the Joint Commission (TJC) standards; and in accordance with State Licensing and Certification standards. The CONTRACTOR’S in-service training program shall include: Orientation of new Food Service Department employees and:

i. Public relations training, focusing on attention to needs of patients, hospital employees, and visitors - proper greeting of patients, employees, and visitors; listening and interacting with patients, staff, and visitors; responding to questions or requests by patients, employees, and visitors; and directing questions or requests to proper management staff, when necessary.
ii. A patient services program, which will train Food Service Department employees to understand the nutritional needs and dietary requirements of patients.

iii. Other in-service training shall be provided by the CONTRACTOR to include: sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, and other training needs as they are assessed and deemed necessary by the DEPARTMENT or the CONTRACTOR.

iv. CONTRACTOR shall be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service Employees. These materials shall at all times remain the property of the CONTRACTOR.

21. Authorized Food Service Operations

a. CONTRACTOR shall not be authorized to utilize the facilities or to conduct or prepare any food items for any other food service or purpose not specified in this Contract. Conversely, however, the CONTRACTOR may, if desired, utilize central food preparation and/or storage areas located elsewhere in providing services to the facility; however, all requirements and standards noted in this Contract shall apply to the remote preparation and storage sites.

22. Equipment Maintenance and Use

a. The CONTRACTOR shall notify appropriate NMBHI personnel, in writing, of any equipment malfunctions or equipment in need of replacement. A Preventive Maintenance Program and a Safety and Instructional Program shall be developed and presented to the NMBHI Executive Director/Administrator or his designee within thirty (30) days from commencement of the contract to include the following:

   i. A preventive maintenance program shall be developed and implemented by the CONTRACTOR, to ensure the proper maintenance and operation of food service equipment.

   ii. A safety and instructional program shall be developed and implemented to ensure that all food service employees are familiar with proper operating procedures/conditions of food service equipment.

23. Computerized System

a. The CONTRACTOR shall provide computer hardware and software to implement and maintain systems that include patient nutritional assessments, food production and delivery controls, and inventory management, billing, management reports, and other managerial functions.

24. Internship Program
a. The CONTRACTOR shall establish an internship program for Dietitians through the American Dietetic Association’s Dietetic Internship Program. The DEPARTMENT shall provide on-campus housing for the interns, during their internship program. The program shall be implemented within nine months from commencement of the contract. Interns recruited by the CONTRACTOR shall not be considered in meeting requirements set forth in Section B (1) b - "Personnel".

25. Performance Bond and Insurance Requirements

The CONTRACTOR shall be required to furnish the NMBHI with a performance bond equal to twenty-five percent (25%) of the face value of the total annual contract, throughout the term of the contract. A binder to obtain this Bond shall be secured and delivered to Mr. Les French, State Purchasing Agent, 1100 St. Francis Drive, Joseph Montoya Building, Room No. 2016, Santa Fe, New Mexico 87505, within seventy-two (72) hours of the notification to CONTRACTOR of intent to award the contract.

The CONTRACTOR agrees that in order to protect itself as well as the DEPARTMENT under the indemnification clause herein, it shall, at all times during the term of this agreement, have and keep in force liability insurance. Such insurance shall be written by an insurance company licensed to conduct business in the State of New Mexico and shall cover all liability which might arise out of the provision of services under this agreement. Such insurance shall provide the following minimum limits of coverage:

- Comprehensive General Liability
  Includes coverage for:
  a) Premises-Operations  
  b) Products/Completed Operations  
  c) Contractual Insurance  
  d) Broad Form Property Damage  
  e) Independent Contractor  
  f) Personal Injury: $1,000,000.00 Combined Single Limit  
  Automobile Liability: $1,000,000.00 Combined Single Limit

- Health Examinations
  The CONTRACTOR shall ensure that CONTRACTOR’S employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the contract.

26. Supplies

a. At the commencement of operation, the CONTRACTOR shall purchase the existing inventory of expendable supplies from the outgoing contractor, at cost. Such inventory purchased by the CONTRACTOR shall be deemed the "beginning inventory". At the termination of the contract, the incoming CONTRACTOR agrees to purchase the outgoing CONTRACTOR’S "ending inventory" at cost.
i. The CONTRACTOR shall purchase and maintain an adequate inventory of expendable food service supplies including, but not be limited to, serving items, cooking items, cook’s hats, disposables, aprons, paper goods, trash can liners, gloves, and plastic ware.

j. The CONTRACTOR shall purchase and maintain an adequate inventory of detergents and chemicals used in ware washing (dish ware, utensils, trays, pots and pans, etc.).

k. The CONTRACTOR shall be responsible for assuring the correct supplies are received and quantity and quality ordered and that deliveries are made to adequately meet the needs of the DEPARTMENT.

27. Food Inventory and Purchases

a. At the commencement of operation, the CONTRACTOR shall purchase the existing inventory of food products from the outgoing CONTRACTOR, at cost. Such inventory purchased by the CONTRACTOR shall be deemed the “beginning inventory.” At the termination of the contract, the outgoing CONTRACTOR agrees to sell the “ending inventory” of food products at cost.

b. The CONTRACTOR shall be responsible for purchasing and receiving all food necessary for preparation of meals and snacks in sufficient quantities and quality to meet the needs of the DEPARTMENT, its patients, employees, and visitors.

c. Food inventories purchased are the property of the CONTRACTOR and the CONTRACTOR is responsible for loss, damage, spoilage or theft thereof.

d. The CONTRACTOR shall be responsible for assuring the correct merchandise is received and quantity and quality ordered and that deliveries are made to correspond to the needs of the DEPARTMENT.

l. The CONTRACTOR shall be responsible for the proper handling, storage, and refrigeration of food items.

m. All food items purchased by the CONTRACTOR for the food production are subject to inspection and approval by the NMBHI Executive Director/Administrator or designee prior to use.

n. The CONTRACTOR agrees that preference shall be given to local suppliers whenever practical.

28. Food Purchase Specifications

d. The specifications set forth below are to establish minimum qualities acceptable to the DEPARTMENT in the procurement of raw foods. The CONTRACTOR shall furnish the DEPARTMENT with a complete list of the grades and qualities of raw food used in the production of meals, snacks, and other nourishments.

i. Canned fruits – fancy and choice grades
ii. Dairy products – Grade A; whole milk at least 1.5% butterfat

iii. Eggs – U.S.D.A. Grade AA (medium)

iv. Frozen foods – Grade A

v. Fresh produce and fruits - # 1 quality

vi. Canned vegetables – choice and extra standard grades

vii. Meats, poultry, and fish
   b. Veal – U.S.D.A. choice
   c. Lamb– U.S.D.A. choice
   d. Poultry– U.S.D.A. choice
   e. Pork– U.S.D.A. choice

viii. Textured vegetable soy products (No foods containing textured vegetable soy or any other extenders shall be used in any amount in any food item for dietary services.)

ix. Ground beef – U.S.D.A. utility or better with fat content between 18 and 25 percent (18%-25%).

x. Imitation cheese products may be used in meal preparation; however, they may not be used as an entrée.

29. Serving Times

b. The service of meals to patients shall begin at the following approximate times:

   • Breakfast – 7:00 A.M. – 8:00 A.M.
   • Lunch – 11:00 A.M. – 1:00 P.M.
   • Dinner – 5:00 P.M. – 6:00 P.M.
   • Snack/nourishment – Before bedtime

   i. The above times are current, but may be adjusted during the term of the contract. The length of time allowed for each meal shall be not less than one hour and may be extended if more time is required for proper feeding of each patient.

   ii. The time span between lunch and dinner shall not be less than five hours; time between dinner and breakfast shall not exceed fourteen (14) hours.
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General Services Department
Purchasing Division
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30. Food Production and Service

a. The CONTRACTOR shall be responsible for determining the appropriate number of meals to be prepared and served based on the patient census at midnight of each day and other information/estimates provided by the NMBHI. In addition, food production shall include forty percent (40%) second servings for patient’s requesting/requiring double servings.

b. The CONTRACTOR shall be responsible for preparing and delivering meals to off-campus locations, within the Las Vegas, NM area, providing services to other DEPARTMENT subdivisions or expanded NMBHI programs at rates established by the terms of the contract.

c. Location of meals, snacks, and hours of service shall be determined by the DEPARTMENT; however changes may be implemented to improve patient meal service or increase operating efficiency.

d. The CONTRACTOR shall Recommended Daily Allowances (RDA), as determined by the Food and Nutrition Board and the National Academy of Sciences - National Research Council, to provide a generally recognized guideline of nutritional standards.

e. The CONTRACTOR shall prepare meals and snacks of sufficient variety in terms of flavor, texture, and color balance, and shall include ethnic foods consistent with the NMBHI patient population and mix. Menus shall reflect availability of seasonal foods. Good color contrast is required to provide eye-appealing combinations and the CONTRACTOR must avoid repetitious servings within the menu cycle.

f. The CONTRACTOR shall provide meals, which comply with the tenets of recognized religious organizations as requested by the NMBHI. A pork substitute must be provided at all meals when pork or pork products are being served as the primary entree.

g. The NMBHI Executive Director/Administrator or designee may at any time: inspect food items, food storage, food preparation, and serving areas; test food for calorie value, minimum RDAs, and attractiveness; reject food or material for not meeting specifications contained in the RFP; and taste test food.

13. Breakfast

a. A balanced breakfast shall be prepared and served each day at the designated time and shall consist of such foods as fruit, 100% juices, cereal, protein-rich foods (a minimum of five times per week), bread, butter or margarine, milk, and two coffee refills.

b. Menus shall be rotated to provide variety and in sufficient quantity and quality to satisfy the needs of patients, staff, and visitors.

c. Each patient desiring milk shall be provided with a maximum of two (2) eight ounce servings of milk to be consumed in their respective dining area.

d. Along with the primary entree, the CONTRACTOR shall provide fresh fruit and a bakery
item i.e., cinnamon rolls, coffee cake, donuts, muffins, etc., in the main dining room.

14. Lunch and Dinner

a. A balanced lunch and dinner shall be prepared and served each day at the designated time. The lunch and dinner meal shall consist of such foods as primary and secondary entrees where specified, of high quality protein, two cooked vegetables or vegetable substitute, dessert, bread, tortillas, rolls or an equivalent, butter or margarine, unlimited coffee, and a choice of other beverage, one of which must be milk, and a salad.

b. In the main cafeteria and in the main dining room of the Forensic Unit, the CONTRACTOR shall provide a choice of a second entree.

c. The CONTRACTOR shall provide a minimum of four ounces (cooked weight) of protein to each patient per entree, unless contraindicated by a physician’s order. The CONTRACTOR shall provide a fresh fruit, soup, and salad bar with a minimum of twelve (12) items.

15. Special Meals

a. The CONTRACTOR shall provide special meals at the regular price per meal to include, but not limited to, the following days: New Year’s Day, Good Friday, Easter Sunday, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day.

b. The CONTRACTOR shall provide a second portion of desired foods to patients upon request. For each special meal, each patient shall receive at least four ounces of each entree served for a total of eight ounces of protein for the meal.

c. For traditional fall/winter special meals, the entrees shall consist of either ham, turkey, or roast beef. For traditional spring/summer special meals, the entrees shall consist of either barbecue beef, barbecue chicken or barbecue pork.

16. Therapeutic Diets

a. The CONTRACTOR shall provide all therapeutic diets, and shall insure that meals prepared and served are in compliance with the attending physician’s orders. When possible, the menu of the day shall be modified for patients on therapeutic diets. When this is not feasible, therapeutic diet food shall be prepared separately.

b. Therapeutic diets shall be served during designated serving times, except as ordered by the attending physician. In these cases, the CONTRACTOR shall insure that the meals are prepared and served at times specified by the attending physician.

c. The CONTRACTOR shall maintain complete records indicating the patients on therapeutic diets, content of the diet, and whether each patient received the prescribed meal.

17. Snacks/Nourishments
a. Snacks/nourishments are defined as any additional food provided between meals and not part

b. The CONTRACTOR shall provide snacks/nourishments to patients in accordance with State

c. The CONTRACTOR shall bill for snacks/nourishments at invoice price.

18. Supplements

a. Supplements are defined as food items ordered by an attending physician or a registered dietitian, which complete the nutritional needs of the patient. Examples of commercial supplements are "Ensure," "Enrich," and "Resource." Supplements may be produced by the food service department if ingredients are available. No Supplement shall be issued to a patient without a written order from the attending physician.

b. The CONTRACTOR shall bill for supplements at the invoice price. If the supplemental item is given to the patient in place of a meal, the CONTRACTOR shall not charge for the supplement. Costs shall be updated monthly by the CONTRACTOR and invoices shall be maintained by the CONTRACTOR for inspection by the NMBHI Executive Director/Administrator or designee.

19. Picnics and Cookouts

a. The CONTRACTOR shall provide meals, serving utensils, disposable plates, eating utensils, and paper goods for off-campus and on-campus picnics and cookouts. Picnics and cookouts shall replace meals and shall not be billed separately. Meals for employees shall be billed at the price per meal for patient meals.

20. Parties

a. The CONTRACTOR shall provide finger sandwiches, potato chips, dips, cakes, cookies, ice cream, and punch or tea for birthday parties and other types of parties not to exceed one party per month per treatment unit. The CONTRACTOR shall bill for parties based on the CONTRACTOR's invoice price. Costs shall be updated monthly by the CONTRACTOR and invoices shall be maintained by the CONTRACTOR for the inspection of the NMBHI Executive Director/Administrator or designee.

21. Cooking Programs

a. The CONTRACTOR shall provide food items for programs authorized through the MBHI Rehabilitative Services Department and approved by the NMBHI Executive Director/Administrator or designee. Cooking programs are intended as therapeutic experiences for patients and are not intended as substitutes for balanced meals.

b. If a cooking program meal replaces a regular meal, the CONTRACTOR shall be advised by the Rehabilitative Services Department in writing seven days in advance of the cooking program's date. Cooking program meals replacing a regular meal shall not be billed by the CONTRACTOR, but shall be included in the regular meal costs. The cost of food items and
ingredients used in the cooking programs that are not replacement for a meal, shall be billed at the CONTRACTOR’S invoice price. Prices shall be updated monthly by the CONTRACTOR and invoices shall be maintained by the CONTRACTOR for inspection by the NMBHI Executive Director/Administrator or designee.

22. Catering and Special Services

a. Special services requested by the NMBHI shall be billed at prices established by mutual agreement of the parties to the Contract.

b. Special services are defined as any food service requested by the DEPARTMENT that is not included in preceding terms and specifications i.e., legislative functions, employee breakfast meetings, administrative functions, advisory board meetings, governing body meetings, etc.

c. Special services shall only be authorized by the NMBHI Executive Director/Administrator or designee in writing and shall be billed with supporting documentation.

23. Menu Cycle and Menu Review and Approval

a. The CONTRACTOR shall provide well-balanced meals that provide calorie values adequate to patient needs. Regular diet menus served shall contain foods in an amount that will meet or exceed recommended daily dietary allowances of the National Research Council. The CONTRACTOR shall provide a proposed five-week cycle menu and a five-week cycle menu for snacks/nourishments, as "established by the terms of the contract. All menus shall be certified by a Registered Dietitian as to nutritional adequacy and compliance with RFP meal specifications, including a nutrient analysis and cooked weight portion size for all items served.

b. When combination foods are on the menu, the CONTRACTOR shall submit the recipe and cite the reference used to determine nutritional values.

c. The CONTRACTOR shall submit menus to the NMBHI Executive Director/Administrator or designee, for review and approval, four weeks prior to the effective date of the next menu cycle. The NMBHI Executive Director/Administrator or designee shall approve submitted menus within ten (10) working days from date of receipt.

d. If menus are unacceptable, the CONTRACTOR shall have ten (10) working days to resubmit menus for final approval.

e. Any changes to approved menus must be requested through the NMBHI Executive Director/Administrator or designee in writing.

24. Change Orders

a. At any time, the DEPARTMENT may make, changes within the general scope of services of the Agreement by issuing a "change order", as defined in Section 13-1-38, NMSA 1978. When a change order affects the CONTRACTOR’S costs, the parties shall mutually agree on
a price adjustment.

b. When the CONTRACTOR identifies a special project or additional work, a written cost estimate and schedule shall be submitted to the DEPARTMENT. The cost estimate will be based upon the administrative, food, and supply costs submitted in the CONTRACTOR’S proposal and this Agreement. Prior written approval by NMBHI for all change orders, whether initiated by CONTRACTOR or the NMBHI, is necessary.

B. Services will be performed at the New Mexico Behavioral Health Institute.

C. Performance Measures. Contractor shall substantially perform the following Performance Measures:

   e. Food storage of variety and availability of stock for daily meal menus.
   f. To see an increase of clients acceptable of food value during client exit survey.
A. Scope of Work Specifications

1. The scope of work shall consist of operating a healthy, nutritious and well balanced food service program at the Youth Diagnostic and Development Center (YDDC), Albuquerque, New Mexico; Camino Nuevo Youth Center (CNYC), Albuquerque, New Mexico; John Paul Taylor Center (JPTC), Las Cruces, New Mexico; and other sites requested by CYFD in accordance with New Mexico Environment Department standards, Public Education Department, federal, state and CYFD Policy and Procedures.

2. The meals provided shall meet all guidelines established by the Children, Youth and Families Department, Public Education Department Student Nutrition Bureau, United States Department of Agriculture (USDA) and all applicable federal guidelines.

3. The Contractor shall provide a total of three (3) meals per day plus snacks at times as specified by each facility Superintendent:

<table>
<thead>
<tr>
<th>Approximate Meal Times</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breakfast:</strong> 6:00 a.m. to 7:30 a.m.</td>
</tr>
<tr>
<td><strong>Lunch:</strong> 11:00 a.m. to 12:30 p.m.</td>
</tr>
<tr>
<td><strong>Dinner:</strong> 4:30 p.m. to 6:30 p.m.</td>
</tr>
<tr>
<td><strong>Notes:</strong> On Sundays, Thanksgiving and Christmas, late breakfast will be served in the living units between 8:00 a.m. and 10:15 am. Times may vary beyond those indicated due to recount of clients by institutional staff, slow serving, etc. The Contractor is responsible for services during these extended periods. Other arrangements may be made as requested by the Superintendent.</td>
</tr>
</tbody>
</table>

4. The Contractor shall provide the current six (6) week menu provided for each facility. Any deviation from published menu will require the approval of the Superintendent or his designee and CYFD Contract Monitor, in writing, at least twenty-four hours prior to the change.

5. Clients of Facility shall take precedence over cash customers. The Contractor shall not advertise or promote any food services at the Facility.
6. The Contractor shall provide the required substitute for the daily meal any special diet or nutritional meals as requested by the Facility. The Contractor shall prepare and serve all medical diets, shall insure that the menu prepared is in compliance with the Facility physician’s orders. Dietary meals shall be as close in caloric calories and dietary content as regular meals. Medical diets shall be served during normal serving times except as ordered by a physician and CYFD dietician. In those cases, the Contractor shall insure that meals are prepared and served at times in the manner specified by the physician and CYFD dietician. The Contractor shall maintain complete records showing which clients are to be provided medical diets, contents of the diet, and whether each resident requests and received their prescribed meal. Dietary medical meals shall be maintained in a confidential manner by Contractor to protect the client’s medical/health information. Copies shall be submitted to the Health Care Administrator on a monthly basis. Previous month’s documentation shall be submitted no later than the fifth working day of each month. The Medical Staff will provide documentation of verbal diet orders within 24 hours. Facility medical staff shall prescribe medical diet detailing the clients diet order and the Contractor Food Services Director shall coordinate the medical diets and shall calculate those medical diets ordered. When special dietary needs are ordered, by the physician the registered diettian provided by the Contractor will consult with medical staff at the Facility.

7. All meals shall be prepared on-site and under no circumstances will such meals be prepared off-site unless prior approval by the Superintendent and CYFD Contract Manager.

8. The Contractor is responsible for residents and staff satisfaction with meals prepared and served. At least on a quarterly basis, the Contractor will submit questionnaires to client population to ascertain opinions and obtain suggestions to improve the quality of dietary services. Contractor shall provide reports to each facility and Contract Monitor regarding results of questionnaires thirty days following each quarter with recommendations for improvement if noted.

9. The Contractor shall be responsible for all food purchases on its own credit and maintain food purchased in appropriate and adequate storage facilities to prevent from spoilage.

B. Food Quality Specification

All menus must list all food items to be used in food preparation for menu plan. Recipes must be included with the menu plan. Menus should strive to provide an example of low fat, low sodium, well balanced, home cooked meal. Menus shall meet the cultural diversity of our population, address the needs of healthy diets based on childhood obesity epidemic and the facility wellness policy.

Only 30% of main entrees shall be processed food items. The breakdown of meals should be – 50% of calories from carbohydrate, 20% from protein and 25% from fat (saturated fat not to exceed 10%) and the general guidelines are averaged over a week. Menus meet specified nutritional requirements specified to include:

1. Offer 100% whole grain 80% of the time

2. Offer fruit and vegetables at every meal. Fresh fruit and vegetables vs. frozen or can must be served 50% of the time. Use of local in season fruit and vegetables to offer a variety and exposure to many
different fruits and vegetables

3. 8 ounce 100% juice served once per day

4. Reduced/low fat and fat free dairy milk for all three (3) meals

5. All menus must be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor to meet the requirements contained in menu specifications. The Contractor must provide a nutrient analysis and cooked weight (volume) for each serving size portion, for every menu item. A registered dietitian must review menus on-site semi-annually to ensure adherence to all standards and requirements including National School Breakfast and Lunch Program.

6. The Contractor shall prepare and serve a nutritious and balanced breakfast, lunch, and dinner each day at the time designated by the Facility consisting of the following food items:

**CYFD Breakfast:**

a. Bacon 4 oz., sausage patty 4 oz., links 4 oz., or ham 4 oz. in portion at least 4 times per week

b. Daily - Two (2) Eggs or not less than three (4) ounces of pancakes, waffles, french toast

c. Breakfast Potatoes - not less than three (4) ounces four (4) times per week

d. Bread, two (2) each or two (2) slices toast, biscuits, muffins or tortillas three (3) times per week

e. Daily – 1%, 2% or skim Low-fat milk (2 varieties of milk shall be offered)

f. Daily fresh fruit

g. Hot/Cold cereal

Alternate breakfast to be offered three (3) times per week shall include a Yogurt Parfait and will be offered in addition to regular breakfast but as an alternative.

**CYFD Lunch:**

a. Two (2) main entrees consisting of high quality protein, including a minimum of 4 oz. cooked weight of lean meat, poultry, or fish each meal

b. Cooked vegetables - 1/2 cup

c. Rolls or bread selection

d. Potato or starch accompaniment - 1/2 cup
e. Salad bar, consisting of a tossed green salad and including two (2) choices of fresh salad dressings and four (4) choices of salad condiments (one (1) salad dressing must be ranch)

f. Fresh or canned fruit

h. 100% fruit juice

g. Daily – 1%, 2% or skim low-fat milk (2 varieties of milk shall be offered) Chocolate milk must be offered three (3) times per week.

h. Dessert(s)

**CYFD Dinner:**

a. Two (2) main entrees consisting of high quality protein, including a minimum of 4 oz. of cooked weight of meat, poultry, or fish for each meal. (Type of entrees must be other than what was served for lunch)

b. Choice of two (2) quality cooked vegetables ½ cup

c. Rolls or bread selection

d. Dessert selections

e. Potato or starch accompaniment

f. Salad bar consisting of a tossed green salad, including two (2) choices of fresh salad dressing and four (4) choices of salad condiments (one (1) salad dressing must be ranch)

g. Fresh or canned fruit

h. Daily – 1%, 2% or skim Low-fat milk (2 varieties of milk shall be offered)

**CYFD Sundays and Holidays:**

On Sundays, the Contractor shall serve breakfast in the living units starting at 8:00 a.m., and serve lunch and dinner meals in the cafeteria at the regularly scheduled time. A typical late breakfast shall include all breakfast items that can safely be transported to the living units, consisting of the following items:

Other arrangements may be made as requested by the Superintendent for location of serving meals

a. Cold cereal

b. Not less than three (4) ounces of pancakes, waffles

c. Bread, two (2) each or two (2) slices toast, biscuits, muffins or tortillas

d. 100% fruit juice – not less than 8 ounces

e. Daily 1%, 2% or skim low-fat milk, juices
Only on Thanksgiving and Christmas, the Contractor shall serve breakfast in the living units starting at 8:00 a.m., and serve a “festive occasion” meal for lunch, the dinner meal shall be a sack lunch served in the living unit. The Contractor shall provide a “festive occasion” menu to include two (2) appropriate premium entrees such as Baked Ham, Roast Turkey, or Roast Beef sliced on the line, Barbecued Beef, Chicken, Pork or Fish. Serving portion of the premium entree shall be a minimum of 5 oz. cooked weight. Clients will receive both premium entrees. Comparable substitute premium entrees will be provided to clients for Pork substitutes, if so desired. Other arrangements may be made as requested by the Superintendent for location of serving meals.

**CYFD Sack Meals:**

Contractor shall prepare sack lunches on the days designated by the Facility consisting of the following items: (All Sack meals must be dated)

a. Two (2) meat and cheese sandwiches 2 oz. in portion per sandwich consisting of ham, turkey breast, corned beef, pastrami, American or Swiss cheese, with lettuce, sliced tomato, onion and pickle

b. Whole grain or white bread

c. Fresh fruit

d. Potato chips, pretzels, Sun Chips or equivalent

e. Low-fat milk

f. Fresh cut vegetables 2 oz

g. Condiments

**CYFD Special Event Meals:**

Clients may be selected by the Superintendent for special event and banquet meals. Dates and times will be selected by and approved in writing by the Director’s Office. The meal rate will be charged according to the rates on the schedule. Food items for the special banquet meals shall consist of the following:

A. **BANQUET MEAL**

a. T-bone steak (8 oz. minimum), New York Strip (8 oz. minimum), Prime Rib (8 oz. minimum), Shrimp (8 oz. minimum), or other comparable equivalent as agreed upon with the Superintendent.

b. One (1) quality cooked vegetable

c. Choice of potato or rice

d. Roll or bread selection

e. Tossed green salad
f. One (1) dessert selection

C. GROUP TREATS/PIZZA PARTY
   a. Selections of meat and/or vegetarian pizzas
   b. Tossed green salad
   c. Assorted raw vegetables and dip
   d. Soft drinks

D. SUMMER COOK OUTS
   a. 1 4 oz all meat hamburger patty
   b. 2 all meat hot dogs
   c. Lettuce, tomato, pickles, onion, condiments
   d. Hamburger and hot dog buns
   e. Potato or corn chips

   Low-fat or whole milk, 100% fruit juice or soft drink
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Purchasing Division  
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CYFD Snack:

Contractor shall provide evening snacks every morning and evening. A mid-afternoon snack will be served on Sunday afternoons and on Thanksgiving and Christmas. Snacks shall alternate between a sandwich and crackers and cheese or crackers and peanut butter consisting of the following items:

Snacks must offer variety and meet the requirements of the federal afterschool snack program.

Contractor shall propose a four (4) snack menu and menu must offer a variety of snacks. Examples to include: meat sandwiches, bagels and cream cheese, Sun Chips, cheese and crackers, fruits and vegetables etc.

Must include 2 components as required by National Afterschool snack program.

CYFD Special Event/Reception Catering Service:

Special events and catering services shall be scheduled, approved and agreed upon by CYFD and Contractor. Sufficient scheduling and planning will be given to Contractor.

7. The Contractor shall insure that all bread provided or served as part of all meals shall consist of whole grain 80% of the time served.

8. The Contractor shall ensure that all food preparation will be performed with minimum or no quantity of salt and saturated fat. No animal fats such as lard will be used.

9. The Contractor shall ensure that main entrees consisting of red meat such as beef, pork, veal is served no more than 60% of the time and that fish, poultry be substituted to maintain contract requirements.

Medical Diets

1. The 6-week cycle menu shall generally meet the dietary requirements for low-fat and low-sodium diets. With diet counseling for clients from the Medical staff and client avoidance of some menu items, this same general menu will also meet the needs for low cholesterol, bland and diabetic diets.

2. The Contractor is responsible for developing a diet manual for the most commonly prescribed medical diets, such as soft, mechanical soft, liquid, pureed, low protein, and renal. The menus shall be approved by CYFD Medical Health Service Administrator and CYFD dietitian. The Contractor will prepare and serve these and any other prescribed medical diets and/or snacks ordered by the medical staff. The Contractor’s dietitian must be consulted for any medical diets that are not clearly addressed in the diet manual. The diet manual will be reviewed and approved by the CYFD’S Medical Unit Health Service Administrator or designee and CYFD dietitian.

3. Meals and snacks for medical diets will be prepared and served in compliance with physician’s orders, the Standard of Care for medical diets, and the approved Diet Manual with prior approval of the CYFD Medical Health Service Administrator and CYFD dietitian. Where possible, the food items served according to the menu of the day will be modified for particular clients to comply with any medical diet ordered for that client (e.g., puree certain food items for particular clients). Medical diets shall be served during normal serving times except as ordered by the physician. The Contractor is responsible for providing
all medically prescribed diets, including snacks for diabetics, but not including nutritional supplements such as Ensure™, vitamins, or minerals.

4. The Food Service Director in each facility shall have a dietitian available to calculate and write menus for those medical diets not covered by the general menu.

5. Contractor shall coordinate and participate with medical staff and CYFD dietitian to provide healthy and medically appropriate diets, participate in food-based activities which educate the clients and staff on healthy eating including participation in horticultural programs, commissary offerings, and promoting overall culture of health.

C. Food Purchase Specifications

The specifications set forth below are to establish minimum qualities acceptable to CYFD in the procurement of raw foods. The contractor shall provide healthy, delicious meals that meet or exceed the School Nutrition Program requirements; which address the childhood obesity epidemic and which provides an excellent example of how individuals should eat on a daily basis.

CHILDREN YOUTH AND FAMILIES Food Purchase Specifications:

1. Canned fruits – fancy and choice grades/water packed
2. Dairy products – Grade A fresh milk 2.0% fat or lower
3. Eggs – USDA Grade AA (large)
4. Frozen foods – Grade A
5. Fresh produce and fruits – #1 quality
6. Canned vegetables – choice and extra standard grades
7. Lean meats, poultry, and fish
   - Beef – USDA choice
   - Veal – USDA choice
   - Lamb – USDA choice
   - Poultry – Grade A
8. Ground beef and ground poultry – USDA or better with no more than 15 and 20% fat
9. Imitation cheese products may be used in meal preparation, cold sandwiches, toppings content lasagna etc.” All menus must meet USDA Standards and garnishes. Low fat cheese is to be used for entrees, such as hot sandwiches and pizza.

**All menus must meet USDA Standards used in the production of meals, snacks, and other nourishment.**

**The Contractor shall furnish CYFD with a complete list of the grades and qualities of raw food to be used in the production of meals, snacks, and other nourishment.**

**D. Utilization of USDA Commodities**

The Contractor also agrees to fully utilize the U.S. Department of Agriculture donated food program commodities in meal preparation and to credit CYFD facilities monthly invoices accordingly. The credit will be equal to the Contractor’s discounted purchase price received from the Contractor’s supplier(s) for the same commodity, including all discounts. Commodities ordered for each facility will be reviewed and approved by the Facility Food Service Director and the facility.

The Contractor shall maintain the records of commodities consumed for a period of three (3) years from the close of the Federal fiscal year. The records shall be made available for inspection and audit at any reasonable time and place by representatives to the distributing agency, CYFD, and other duly authorized State or Federal representatives.

Facilities that receive commodities shall ensure that they are made available to the Contractor and used only to benefit the facility’s feeding operation.

**E. Inventory Control of USDA Commodities**

Inventory control of the U.S. Department of Agriculture commodities shall be the responsibility of the facilities.

**F. Compliance with all applicable Federal Regulation CFR**

Contractor agrees to Abide by Federal Regulation CFR’s, except as follows:

Recipient Agencies which desire to receive commodities may employ food service management companies to conduct their feeding operations, provided that the Recipient Agencies enter into written contracts with such companies. Contracts between Recipient Agencies and Food Service Management Companies must expressly provide that:

10. Any commodities received by the Recipient Agencies and made available to the Food Service Management Company shall insure only to the benefit of the Recipient Agency’s feeding operation and shall be utilized therein.

11. The foods and records of the Food Service Management Company pertaining to the feeding operation
of the Recipient Agency shall be available for a period of three (3) years from the close of the Federal fiscal year to which they pertain for inspection and audit by Representatives of the Distributing Agency, of the U.S. Department of Agriculture, and of the General Accounting Office at any reasonable time and place.

G. **Food Inventory, Supplies and Purchases**

1. The Contractor shall purchase and maintain an adequate inventory of expendable supplies including, but not limited to: disposable gloves, paper goods, trash can liners, plastic ware, cleaning supplies, and detergent and chemicals used in ware washing (dishware, utensils, pots, etc.). Generally, non-toxic substitutes for items such as bleach and oven cleaners will be used. Caustic and toxic substances will be handled in accordance with CYFD requirements.

2. The Contractor is responsible for purchasing the correct food items, supplies, and other merchandise. Such items shall be ordered and received in the required quantity and quality and the Contractor will ensure that deliveries are made timely in order to adequately meet the needs of each facility.

3. The Contractor will ensure that deliveries are made to correspond with the appropriate schedules and security procedures of the facilities.

4. Food inventories purchased are the property of the Contractor and the Contractor is responsible for loss, damage, spoilage or theft thereof.

5. The Contractor shall be responsible for the proper handling, storage, and refrigeration of food items.

6. All food items purchased by the Contractor for the food production are subject to inspection and approval by designated CYFD staff and other individuals designated by CYFD.

7. The Contractor agrees that preference shall be given to local suppliers whenever practical.

8. The Contractor shall maintain a two- (2) week inventory in stock of nonperishable food. All inventories shall be rotated regularly and the Contractor shall insure food items are not served after the suppliers/manufacturer's expiration date. The institution will not pay for spoilage, damage, obsolescence, or theft of food items.

9. The Department shall supply serving utensils, trays, and bowls. The Contractor shall supply all required Styrofoam products such as foam-hinged trays, plates, bowls and cups, etc. The Contractor shall be responsible for the inventory of all kitchen items, and ensure proper handling.

10. The Contractor shall purchase and supply all paper products, household items, and cleaning supplies.

11. The Contractor shall be responsible for proper storage control of those items to prevent any theft, damage, or other loss. All office supplies necessary for the management of the operation shall be provided by the Contractor, except those forms required by CYFD for compliance with established regulations.
12. The Contractor shall reimburse CYFD at five cents (.05) per page for photocopies reproduced on Department copiers.

13. Food Service equipment and trays damaged through the intentional or negligent acts of the Contractor or the Contractor’s employees shall be the Contractor's responsibility to purchase replacements. Contractor is not responsible for reasonable wear and tear. The Contractor shall be responsible for the purchasing and cleaning of linen and uniforms for Contractor staff in the dietary operation. Contractor personnel will be required to wear distinctive food service uniforms.

14. Contractor shall assist and participate in the internal budget process by providing written input for each facility Business Manager. The information required shall consist of replacement of food service equipment and/or kitchen supplies, etc.

H. Meal Preparation Location

The kitchen at the YDDC, CNYC, JPTC or other location as approved by CYFD if necessary.

1. Sack Lunches: The Contractor shall prepare and date all sack lunches as may be requested. The sack lunch shall consist of one (1) sandwich containing a minimum of two (2) ounces of meat, one (1) ounce of cheese, per sandwich, a piece of fruit, a dessert, one (1) commercial package of pretzels, Sun Chips or other similar item of at least 1 oz., and a lowfat/fat free milk. The Contractor shall vary the type of meat and other items in the sandwiches on a strict rotation basis to avoid repetition. The menus shall have a variety of meals.

2. All menus shall be reviewed and certified as to nutritional adequacy by a registered dietitian provided by the Contractor, including the nutrient analysis and portion size for all items as served. The Contractor shall cite references used to determine nutritional value.

3. All menus and recipes shall be reviewed and approved by the CYFD Dietitian.

4. Leftovers shall not be stored and/or served for more than 72 hours. Leftovers may be offered as a third option but not as a substitute for a main entrée during the 72 hour period.

I. Authorized Food Service Operations

Contractor shall not be authorized to utilize the CYFD facilities or to conduct or prepare any food items for any other food service or purpose not specified in the contract without the written permission of CYFD.

J. Equipment Maintenance and Use

1. The Contractor will conduct and document inspections of food service equipment owned by CYFD. The Contractor shall immediately notify appropriate personnel, in writing, of any equipment malfunctions or equipment in need of replacement.

2. The Contractor will develop and implement a safety and instructional program to ensure that all food service staff and clients are familiar with proper operating procedures/conditions of food service
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General Services Department  
Purchasing Division  
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equipment. This includes compliance with CYFD policy and procedures with regards to safety and security of all equipment; utilization of chits for inventory control and inventory control.

3. Repair or replacement of equipment necessitated by normal wear and tear will be accomplished by the facilities. The Contractor is responsible for repair and replacement of equipment that is rendered unserviceable through the abuse or negligence of persons employed by the Contractor.

4. Contractor shall conduct and document in a log - daily, weekly and monthly cleaning of kitchen area to include at a minimum: dining room, dishwashing area, dry storage, refrigeration, freezer, all equipment, floors etc.

K. State Public Education Department (PED) Nutrition Program

1. The School Food Authority (SFA) (aka Facility) and Contractor (aka Food Service Management Company (FSMC)) shall comply with the most up to date regulatory requirements of the State Public Education Department Student Nutrition Program. These requirements include:

   a. The food service operation will be maintained in conformance with 7 CFR Parts 210, 215, 220, 245 and 250 and FCS instructions and policy.

   b. The State of New Mexico will retain responsibility for all contractual agreements on behalf of the school nutrition program.

   c. The SFA shall determine eligibility for free and reduced price meals in accordance with 7 CFR 245

   d. The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation. 7 CFR 210.16(a)(4)

   e. The State of New Mexico retains control for the establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, (e.g., pricing for reimbursable meals, a la carte service, including vending machines and adult meals). 7 CFR 210.16 (a)(4)

   f. The SFA shall retain title to USDA donated foods. 7 CFR210.16(a)(6)

   g. The SFA retains responsibility to ensure that all USDA donated foods made available to the FSMC, including processed donated foods, accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. This provision applies to any refunds received from processors must be retained by the SFA. 7 CFR210.16(a)(6)

   h. The State of New Mexico retains responsibility for liability for the distribution, loss of, or damage to commodities caused by fault or negligence as well as the right of the SFA to assert claims against other persons to whom donated foods are delivered for care, handling, or distributions. 7 CFR 250.12(b)(3)(4)
i. The Contract is subject to review by the commodity distribution agency for compliance with the requirements of 7 CFR 250.12(c)(2)

j. The SFA shall retain responsibility for control of the quality, extent, and general nature of its food service and the prices to be charged the children for meals. 7 CFR 210.16(a)(4)

k. No payment is to be made for meals that are spoiled or unwholesome at the time of delivery that do not meet detailed specifications as developed by the SFA for each food component or menu item specified in the meal pattern requirements of 7 CFR Part 210; or do not otherwise meet the requirements of the contract. No specific time limit allowed. 7 CFR 210.16(c)(3)

l. Contracts are not permitted to contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income provision". 7 CFR 210.16(c)

m. The SFA is responsible for maintaining all applicable health certification and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at SFA facilities. The FSMC will have state or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. 7 CFR 210.16(a)(7) and 7 CFR 210.16(c)(2)

n. The SFA is responsible for monitoring the food service operation through periodic on-site visits to ensure that the food service is in conformance with program regulations. 7 CFR 210.16(a)(3)

o. The SFA is responsible for establishing and maintaining an advisory board composed of parents, teachers, and students to assist in menu planning. If FSMC is involved with the advisory board, the SFA will identify the specific FSMC responsibilities. 7 CFR 210.16(a)(8), 7 CFR 210.12

p. SFA's must include a 21-day-cycle menu developed in accordance with the meal pattern requirements specified in 7 CFR Part 210, in the RFP. If cycle menu is developed and submitted by the FSMC, it must be approved by Student Nutrition Programs Unit. 7 CFR 210.16(b)(1)

q. The FSMC is responsible for maintaining all applicable health certification and to assure that all state and local regulations are being met by the FSMC preparing or serving meals at SFA facilities. The FSMC shall have state or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract. 7 CFR 210.16(a)(7) and 7 CFR 210.16(c)(2)

r. The FSMC is required to adhere to the cycle menu for the first 21-days of meal service with changes thereafter made only with the approval of the SFA. 7 CFR 210.16(b)(1)

s. In the offering of a la carte food service, the FSMC must agree to offer free, reduced price and full price reimbursable meals to all eligible children. 7 CFR 210.16(a)

t. The SFA is responsible for ensuring that all USDA-donated foods received by the SFA and made available to the FSMC, including processed donated foods, accrue only to the benefit of the SFA's
nonprofit school food service and are fully utilized therein. To the maximum extent possible the SFA and FSMC will utilize USDA-donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. This provision also applies to any refunds received from processors. The FMCS are not permitted to enter into subcontracts for further processing of USDA-donated foods on behalf of the SFA. 7 CFR 210.16(a)(6)

u. The FSMC will adhere to record retention requirements, i.e., records must be retained for a period of 3 years after the SFA submits the final claim for reimbursement for the fiscal year for inspections and audit by representatives of the SFA, SA, USDA, and the Comptroller General, at any reasonable time and place. 7 CFR 210.23(c)

If audit findings have not been resolved, the records must be retained beyond the 3-year period for as long as required for the resolution of the issue raised by the audit. 7 CFR 210.16(c)(1)

Records (books, paper, documents, and records of the contractor), which are directly pertinent, must be made available to the Comptroller General, USDA, the SA and SFA, upon request for the purpose of making audit, examination, excerpts and transcriptions. (Appendix C: OMB Circular No. A-102, Attachment O, paragraph 14.h)

v. The FSMC is responsible for maintaining records as the SFA will need to support its claim for reimbursement and must, at a minimum, report claim information to the SFA promptly at the end of each month and maintains such records as the SFA will need to support its claim for reimbursement and such records be made available to the SFA upon request. 7 CFR 210.16(c)(1)

w. The FSMC must report the daily number of meals served by type and must retain records to support the SFA's claim for reimbursement for the daily number of meals served by type. 7 CFR 210.16(c)(1)

x. The FSMC and the SFA will comply with all appropriate federal and state labor laws.

y. The SFA and FSMC recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163)(OMB Circular No. A-102, Attachment O, paragraph 14.j)

z. Where applicable, all contracts awarded by grantees and sub grantees in excess of $2,500 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or
mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (OMB Circular No. A-102, Attachment O, paragraph 14f)

aa. The SFA and FSMC agree to certification of compliance with the provisions of the following Acts and regulations as specified. (OMB Circular No. A-102, Attachment O, CFR Parts 3017 and 3018)

Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Department of Labor Regulations. (OMB Circular No. A-102, Attachment O, paragraph 14.c)

bb. The FSMC shall issue certification regarding debarment/suspension from participating in federal contracts/grants/awards. A new certification is also required for each renewal period. (7 CFR Part 3017)

c. Pursuant to 31 USC 1352 the FSMC must submit a certification regarding lobbying which conforms in substance with the language provided in 7 CFR Part 3018. A new certification is also required for each renewal period. (7 CFR Part 3018)

dd. Pursuant to 31 USC 1352 the FSMC must submit a certification regarding lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. (7 CFR Part 3018)

ee. The FSMC will maintain compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations, (40 CFR Part 15), which prohibit the use of under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The FSMC shall report violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

ff. The SFA shall adhere to the procurement standards specified in 7 CFR 210.21. (210.16(a)(1)

gg. The FSMC will not use USDA-donated foods for special functions conducted outside the nonprofit school food service (e.g., catered meals).

hh. Any silence, absence or omission from the contract document specifications concerning any point must be regarded as meaning that only best commercial practices are to prevail, and that only materials (food, supplies, etc.) And workmanship of a quality that would normally be specified by the SFA are to be used.

ii. The FSMC will conform with all civil rights requirements applicable to the SFA. Compliance with the following, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education
Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b, and FCS Instruction 113-6, civil Rights Compliance and Enforcement in the School Nutrition Programs.

jj. The FSMC will comply with the Buy American provisions under 7 CFR Part 250.

kk. The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of federal/state reviews/audits.

ll. The FSMC accepts liability for any negligence on its part that results in loss of, improper use of, or damage to USDA-donated foods.

mm. All FSMC records pertaining to the SFA should be maintained at the SFA while the contract is in effect, and preferably, for the required retention period.

nn. The FSMC is responsible for nutrition education activities, as applicable.

2. Should authorized health inspectors find upon inspection violations by the Contractor of the specifications and requirements of the statutes and regulations of the New Mexico Health and Environment Department and Environmental Improvement Division, the Contractor will have twenty-four (24) hours to bring the food services facility into compliance. Contractor shall be responsible for costs for student meals at a local restaurant at any time such violations affect meal preparation/serving. Failure to comply with these requirements may result in termination of the food services contract and no payment will be made nor will any amount be owed to the contractor for any period of time in which the facility is out of compliance.

3. The Contractor must have a minimum of five (5) years of experience in the area of institutional food service management. Proof of such experience and references shall be provided with the contract bid.

4. Contractor staff shall not become over familiar with residents or otherwise engage in activities with clients that could endanger anyone’s life, liberty, property or disrupt CYFD programs.

I. **Computerized System**

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

M. **Personnel**

1. Contractor agrees to provide all coordinating management, supervisors, training, and technical personnel required to meet the requirements set out in this RFP or as amended by mutual agreement of both parties and in accordance with the terms of this agreement. The Contractor will provide the following positions, at a minimum:
State of New Mexico  
General Services Department  
Purchasing Division  
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<table>
<thead>
<tr>
<th>LOCATION</th>
<th>DIRECTOR</th>
<th>ASSISTANT MANAGER(S)</th>
<th>OTHER STAFF</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>YDDC*</td>
<td>.5</td>
<td>.5</td>
<td></td>
<td>**</td>
</tr>
<tr>
<td>CNYC*</td>
<td>.5</td>
<td>.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>JPTC</td>
<td>1</td>
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<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>2</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

contractor shall employ one (1) food director and one (1) Assistant Manager who shall divide their time between YDDC and CNYC.

**The offeror must submit a proposed staffing pattern for “Other Staff”. Based on approved staffing pattern, CYFD reserves the right to request additional staff if issues arise out of food service delivery delays, quality, etc. at no additional cost to CYFD. Staffing pattern should include cooks, aids, and dishwashers.

2. Contractor agrees to maintain a management staff on duty during operating hours at all times and will provide administrative offices, dietetic, purchasing, and personnel guidance and consultation. In the event that a vacancy or vacancies occur on the Contractor’s staff, for any period exceeding (30) calendar days, the Contractor will provide financial credit to CYFD at a rate equal to the salary and fringe benefits applicable to the vacant position(s) for each day over 30 days that the position is vacant until the position is filled and the employee has reported for his/her first day of work. Contractor will cover staffing vacancies with overtime. If Contractor fails to cover a vacant position by overtime, the Contractor will credit CYFD the value of salary and benefits for the number of hours not covered by overtime.

3. Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the agreement.

4. Contractor shall maintain a position number and a written job description for each member of the Contractor’s staff, which clearly describes assigned duties and responsibilities. Contractor’s employees must be able to fluently and clearly speak, read and write English in order to communicate with clients and staff to meet the medical and dietary needs of the food service program.

5. Contractor shall be solely responsible for all personnel costs including salaries, taxes, and fringe benefits.

6. All personnel employed by the Contractor shall comply with all policies and procedures of CYFD and directives issued by the Superintendent for each designated facility.

7. All personnel applicants shall be required to pass a background investigation conducted by CYFD as a
prerequisite for initial and/or continued employment. CYFD shall review all applicants and reserves the right to deny access to its facilities by any of the Contractor’s employees for security reasons.

8. All Contractor personnel assigned to a facility shall be required to undergo and pass a drug urinalysis test as both a pre-requisite for initial and/or continued employment with the Contractor at the Contractor’s expense.

9. The Department shall retain the right to request removal of any of the Contractor’s personnel at any time.

N. Client Labor

1. The facilities shall provide clients for assistance in certain duties. Client availability is at the discretion of CYFD and is not guaranteed.

2. All salaries for client labor shall be paid directly by CYFD. Salaries shall be based on information provided by the Contractor in accordance with established client payroll procedures.

3. The Contractor is responsible for conducting a documented health and sanitation check on all client food service workers reporting to work. Client food service workers shall be temporarily removed from work if they have open wounds on the skin or if they appear to have respiratory, gastrointestinal, or skin diseases. Such clients shall not return to work until medically cleared. Clients who report to work with dirty hands, fingernails, clothes, or the like, shall not be permitted to work.

O. Employee Development and Training

1. The Contractor shall require all its personnel to complete a, pre-service orientation training period; such orientation to be provided by any of the CYFD facilities, with the exception of on-the-job training.

2. All employees must be certified in a food safety program approved by CYFD within thirty (30) days of employment with the Contractor. Proof of certification shall be provided to CYFD.

3. The Contractor shall provide ongoing training for the proper operation and use of all food service equipment.

4. Other in-service training shall be provided by the Contractor to include: sanitation techniques and procedures, emergency feeding, dish washing, food borne illness, safety, food preparation, food storage and other training needs as they are assessed and deemed necessary by CYFD or the Contractor.

5. The Contractor will maintain written documentation of training required by this paragraph B and any other training provided which must be permanently maintained and documented in each employee’s personnel file.

6. Contractor will be solely responsible for providing and maintaining the applicable training films, slides, literature, daily work schedules, standard operating procedures, and training manuals used in training Food Service staff. These materials shall at all times remain the property of the Contractor.
P. **Health Examinations**

1. The Contractor shall ensure that Contractor’s employees maintain compliance with all Federal, State, and Local health rules and regulations throughout the term of the contract.

2. All personnel employed by the Contractor shall have a medical statement certifying that they are free of any contagious form of tuberculosis, hepatitis, or any other infectious disease. T.B. skin tests shall be administered annually by the Contractor on all personnel under their employ except those employees with documented past positive T.B. tests. A chest x-ray is required for personnel with positive tests at the time of hiring and for all personnel who convert their tests to positive at the Contractor’s expense.

3. Contractor personnel shall be removed temporarily from work if they develop contagious respiratory, gastrointestinal, or skin diseases, and shall not return to work until medically cleared.

Q. **Security**

1. The Contractor staff shall comply with all policies and procedures of CYFD and the facilities. Contractor staff vehicles shall be subject to search while on facility grounds. Published rules and regulations shall be available from CYFD staff to the Contractor.

2. The facilities shall provide identification badges for all Contractor personnel. The Contractor is responsible for paying the cost of all lost badges for persons under their employ.

3. The Contractor staff shall not engage in illegal, prohibited or other activities with clients, which could endanger or disrupt the orderly operation of the facilities.

4. During the duration of the contract period, the facilities shall provide security measures for the Contractor’s employees comparable to that provided for CYFD employees.

5. The facilities reserve the right to restrict access to the facilities and require the immediate removal of any person(s) without prior notification for security reasons.

R. **Record Keeping Requirements**

The Contractor shall maintain the following records which shall be made available to CYFD upon request.

1. Complete and accurate records of the number of meals served by location in accordance with the established institutional procedures. CYFD reserves the right to verify the number of meals served.

2. A two week current staffing pattern and work schedules for all employees.

3. Records of all staff to include days worked and absences.

4. Records of meal counts for each meal by location according to established meal count procedures.

5. Maintain daily records documenting all refrigerator and freezer temperatures, serving temperatures of
all menu items at each meal, wash and rinse temperatures at all meals and any other records necessary to
meet health standards and to document compliance New Mexico Environment Department Food Service
and Food Processing Regulations, Public Education Department, CYFD or any other applicable federal or
state regulation

The planned menu for the six (6) week cycle shall be dated, and posted.

1. Maintain nutritional analysis, recipes, and portion sizes for all menu items. Recipes must include
procedures for hazard analysis critical control point (HACCP Plans).

2. Maintain, for testing purposes, a sample meal for seventy-two (72) hours for each meal served.

S. **Record Accountability and Payment Procedures**

1. The Contractor shall maintain its own record keeping systems and retain the records for a period of four (4)
years at its main office and upon request make them available for audit purposes to the CYFD, Department
of Finance and Administration, Attorney General’s Office, and the State Auditor. The CYFD shall have
the right to audit billing both before and after payment. Payments under this agreement shall not foreclose
the right of the agency to recover excessive illegal payments.

2. Contractor shall be required to maintain his own accounts relating to cash sales and follow proper accounting
procedures. Records should be maintained as elsewhere stipulated in contract.

3. Contractor shall submit bi-monthly billings on the 1st and 16th day of each month for the preceding bi-
monthly period with the proper supporting documentation such as daily meal logs and billing recaps to
justify amounts charged.

4. The Facility shall submit payment to the Contractor within 30 days of receipt of billing, unless the Facility is
dissatisfied with services.

The Contractor shall maintain its fiscal records and books of accounts during the term of this contract and for a
period of three (3) years from the date of termination of this contract. If any litigation, claim, negotiation, or
other action involving the records has been started before the expiration of the three (3) year period, the records
shall be retained until completion of the action and resolution of all issues which arise from it or until the end of
the regular three (3) year period, whichever is later.

T. **Inspections and Meetings**

1. Personnel of CYFD may at any time inspect the following: the food storage area, preparation area,
-serving areas, and test food for palatability, proper portion size, accuracy of medical diets, and
attractiveness. The Department may reject food or material for not meeting the specifications contained
in the terms of the contract or in the approved menu, and require the Contractor to substitute food or
material, which complies with the specifications.

2. A Contractor’s representatives and CYFD representatives shall meet quarterly to discuss contract
compliance by the parties. A written report of meetings, outcomes, and necessary corrective action shall
be submitted to the facility superintendent and Food Service Contract Monitor.

U. Default by Contractor

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

V. Notice of Default and Liquidated Damages

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

W. Performance Measures

The contractor is expected to meet the following Performance Measures. Except as to those measures containing a specific period of time for compliance; in the event the Contractor fails to meet any of the Performance Measure, after written notice from CYFD and a reasonable opportunity to cure the failure, CYFD may charge the Contractor the amount stated. No opportunity for cure shall be required for items 1 or 13.

1. For each staff vacancy of a mandatory FTE over 30 days, $50 per day for each day the position is not filled.

2. Compliance with two-week inventory of non-perishable food goods. $100 per day for each day of non-compliance.

3. Compliance with prescribed medical diets and approved religious diets. $100 for each instance of non-compliance.

4. Compliance with maintaining required records. $100 for each day a required record is not maintained, for each record.

5. Compliance with employee development and training. $100 per day for each employee who does not receive required training on a timely basis, until training is received. For required training that is provided by CYFD (e.g., new employee orientation), no penalty shall accrue if CYFD failed to make such training available on a timely basis.

6. Each instance of deviation from the published menu, $100 without prior approval CYFD approval.
7. Each instance of insufficient food amount to feed each client the published meal at the required portions, $1000 to include the availability of 2 entrees for lunch and dinner.

8. Each instance of failing to follow recipe (proper amount and/or correct ingredients), $100.

9. Each instance of deviation and/or shortage on sack lunch, $100.

10. Meal start time more than 30 minutes late, due to fault of Contractor; $100 per occurrence.

11. Each instance of failing to meet minimum standards of food purchase specification, $100 each occurrence.

12. Compliance with CYFD Food Service Inspection, $100 for each inspection that notes a deficiency.

13. Critical violation on any Environment Department inspection report, $1000 per each cited Critical violation;

14. Non-critical violation on any Environment Department inspection report, $100 per each cited violation.

15. For over-billing (billing for more than the number of meals actually served), $100 per occurrence + refund the cost of meals billed but not served.

16. Any contract requirement, not cited above, found to be in non-compliance; if reported in writing to the Contractor and Contractor does not cure within prescribed time lines; $100 per day for each day of non-compliance until corrected.

X. Performance Bond and Insurance Requirements

1. The Contractor shall be required to furnish CYFD with a performance bond equal to ten (10)% percent of the face value of the total annual contract, throughout the term of the contract. A binder to obtain this Bond shall be secured and delivered to the CYFD Procurement Manager.

2. Contractor agrees that in order to protect itself as well as CYFD under this indemnification clause herein, it shall, at all times during the term of this agreement, have and keep in force liability insurance. Such insurance shall be written by an insurance company licensed to conduct business in the State of New Mexico and shall cover all liability which might arise out of the provision of services under this agreement. Such insurance shall provide the following minimum limits of coverage.

a. Comprehensive General Liability, $1,000,000 Combined Single Limit, to include coverage for the following:

i. Premises-Operations

ii. Products/Completed Operations

iii. Contractual Insurance

iv. Broad Form Property Damage
State of New Mexico
General Services Department
Purchasing Division
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v. Independent Contractor

vi. Personal Injury

b. Automobile Liability, $1,000,000 Combined Single Limit

c. Workers’ Compensation and Employers’ Liability

i. Workers’ Compensation – Statutory

ii. Employer’s Liability - $1,000,000

d. A certificate of Insurance of Contractor’s insurance coverage shall be submitted with each proposal.

Y. Certifications

The FSMC has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Attachment I, which was attached as an addendum to the FSMC’s bid/proposal and which is incorporated and made a part of this contract. This is required of contracts of $25,000 or more. (Reference 7 CFR §3017.)

SUSPENSION AND DEBARMENT CERTIFICATION

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility

And Voluntary Exclusion – Lower Tier Covered Transactions
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

________________________________________
FSMC Name

________________________________________
Name and Title of Authorized Representative

________________________________________
FSMC Signature

__________________________
Date
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00070

CYFD

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities
ADMINISTRATIVE STANDARDS

Note: For-Profit contractors are required to adhere to all local, state and federal regulations as applicable to their operations. For-Profit contractors are required to follow audit and reporting requirements set forth in this document.

Board of Directors (as appropriate)

1. The Board shall have a written mission statement approved by the Board of Directors. The Board shall describe the purpose for which the agency provides services.

2. The Board shall approve and review annually the written long-range plan and goals. The long-range plan and goals should describe in general terms the clients that are served and services provided.

3. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.

4. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
   a. Membership (types, qualification, rights, duties);
   b. Size of Board of Directors;
   c. Method of selection and removal;
   d. Duties and responsibilities of officers;
   e. Committees;
   f. Quorums;
   g. Recording of minutes;
   h. Method for amending by-laws.

5. The Board shall periodically review the appropriateness of its governing documents and adherence to their specifications.

6. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.

7. The Board shall conduct a periodic, systematic assessment of the agency's effectiveness.
8. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.

9. The Board shall hold meetings as prescribed in the by-laws but not less than four (4) times per year.

10. An agenda shall be developed and followed for all Board meetings.

11. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency’s Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

12. The Board shall review and approve all aspects of the agency’s operation including policy, personnel, budget, fund-raising, etc., including quarterly financial reports.

13. The Board shall determine the amount of capital outlay expenditures and capitalization policy that must receive prior approval for the Board.

14. The Board shall review and approve agency line item budgets and all subsequent budget adjustments.

15. Provisions shall exist for the orientation of new Board members to the Board. This orientation shall consist of, but not be limited to: the organizational goals and objectives, organizations operations, roles and responsibilities of Board members, financial overview of the organization’s assets and liabilities, and receipt of the Department’s Board Member Guidance.

16. The Board shall review and approve on an annual basis the Board members and agency personnel who will have signature authority.

17. The Board shall make continual and on-going efforts to provide all Board member with training related to their participation on the Board.

Personnel

1. The agency shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the agency. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the agency.

2. The agency shall have written personnel policies and procedures approved and signed by the Boards. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc.,
shall be dated and signed by the Board. Procedures must be in place that allows employees to priced input into changes in agency and personnel policies and procedures.

3. The agency personnel policies and procedures must include, at a minimum:
   a. Mission of agency;
   b. American Disabilities Act;
   c. Annual Report;
   d. Benefits;
   e. Disciplinary Procedures;
   f. Drug Free Workplace;
   g. Employee Orientation and Annual Agency Training Plan;
   h. Equal Employment Opportunity Statement;
   i. Grievance Procedures;
   j. Hiring/Firing Policies;
   k. Hours of Work;
   l. Job Qualifications and Job Descriptions;
   m. Law Enforcement Records Checks;
   n. Leave/Holiday Policy;
   o. Performance Evaluation System:
   p. Personnel Files;
   q. Promotion Policies;
   r. Quality Assurance;
   s. Salary Policy and Plan;
   t. Termination/Resignation Procedures.

4. The agency shall distribute a copy of all personnel policies and procedures to all new employees and make them available to all employees.
5. The agency shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
   
   a. Job title;
   
   b. Salary range;
   
   c. Duties;
   
   d. Responsibilities of the positions;
   
   e. Required minimum experience;
   
   f. Required minimum training;
   
   g. Required minimum education.

6. The agency shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum:

   a. Job description;
   
   b. Initial application/resume;
   
   c. Documentation of reference letters;
   
   d. Result of employment investigation;
   
   e. Law enforcement records check;
   
   f. Education/experience required;
   
   g. Wage and salary information;
   
   h. Job performance evaluation;
   
   i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
   
   j. Incident reports;
   
   k. Commendations or disciplinary actions (if any);

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 20-000-00-00070

Note: All licensed child care facilities; adolescent shelter cares, mentoring programs experiential wilderness program and respite care services must abide by Children, Youth and Families Department regulations governing criminal record checks.

7. The immediate supervisor shall conduct job performance evaluations semi-annually for all new employees and/or at least annually for all current employees. Said evaluation should document the review and results of the evaluation with the employee and be included in the personnel file.

8. The agency shall be headed by an agency director appointed by and responsible only to the Board. The Board shall delegate to the director such authority and responsibility necessary to operate the agency. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities
The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor’s programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American’s with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

Administrative Recordkeeping
Records and reports (including, but not limited to, fiscal, personnel, program evaluation, management information systems, governance, etc.) should guide the operations, support the assessment and improvement in quality of services, measure and communicate productivity, and reflect the contractor’s status. All records should be retained for a minimum of three (3) years. This would be the three prior years in addition to the current year’s records.

FISCAL STANDARDS

Compliance
1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.

2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

3. The contractor shall obtain and maintain at all times during the term of this contract a Blanket Bond covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
4. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least $100,000 for damage to or destruction of property arising out of a single occurrence; $300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or $500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

5. The contractor shall secure and maintain adequate fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement.

6. The contractor is responsible to provide Workers’ Compensation Insurance for its employees as required by New Mexico State Law.

7. The contractor shall name Children, Youth and Families Department as an “Additional Insured” with the insurance carrier of the contractor’s liability insurance. A copy of the contractor’s “Certificate of Liability Insurance” proving compliance with all the above insurance requirements must be mailed to the department within thirty days of the contract effective date.

Children, Youth and Families Department

Contract/Audit Unit

PO Drawer 5160

Santa Fe, NM 87502

FISCAL BOOKS OF RECORDS

The contractor must maintain the following books of record:

1. Chart of Accounts

2. General Ledger

3. Cash receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.

5. Subsidiary ledgers, if applicable to the organization.

6. Capital Outlay Inventory that includes at a minimum:
a. Description of property;
b. Serial number or other ID number;
c. Date of purchase;
d. Acquisition cost by funding source(s);
e. Location and use of property;
f. Disposition data including date and price, if any.

7. Payroll journals and employee earnings records.

8. Fiscal Policy and Procedures that must include:
   a. Handling of cash/checks;
   b. Handling of voided checks;
   c. Authorized check signatures;
   d. Bank reconciliations;
   e. Separation of duties;
   f. Accounting system;
   g. Travel;
   h. Cost allocation method;
   i. Accounting policies for donations.

REPORTS
1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.

3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

FINANCIAL STATEMENT
The contractor must prepare the following financial statements:
1. Balance Sheet or Statement of Net Assets (for governmental and non-profit agencies);

2. Statement of Revenue and Expenditures or Statement of Activities (for government not for profit agencies);


RETENTION OF RECORDS

The following are the requirements for the retention of financial records.

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.

2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.

3. The contractor shall maintain the funds from a contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.

4. The financial management systems established by the contractor and its Boards shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and a variance column.

Audits

A. NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Audits for a contractor receiving under $100,000.00 per year in cumulative Department funds and whose Board has elected to not conduct an audit (a total of all CYFD contracts awarded to the contractor within a fiscal year):

   a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting
used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.

2. Audits for a contractor receiving $100,000.00 to $250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with Generally Accepted Accounting Principles (GAAP). The AUP report shall be submitted to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.

b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.

3. Audits for a contractor receiving $250,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):

a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

4. Audit for an contractor receiving over $500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133, as amended, “Audits of States, Local Governments and Non-Profit Organizations.” The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also
submit a copy of the Management Letter Comments issued by the Independent Auditor in a separate report.

b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department
Contract/Audit Unit
P.O. Box 5160
Santa Fe, NM  87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the “Common Rule”.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

COST PRINCIPLES

OMB Circular A-87, Cost Principle for State and Local Governments.

OMB Circular A-122, Cost Principle for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accountability Office, Government Auditing Standards, (The Yellow Book, current revision)

FASB and AICPA Statements and Professional Pronouncements.
Attachment 4 – CYFD Business Associate Agreement

1. This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

   • The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual’s health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor’s delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.

   • Any disclosures by Contractor of the individual’s protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.

   • After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual’s protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.

   • Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department’s privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department’s privacy office.

   • Contractor agrees to bind their agents and subcontractors to the terms of this agreement.

Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties’ procedures for management of the individual’s protected health information.