BOARD MEETING

February 15, 2001

Name	Organization
Slick Duncan	Lovington Board
TinaShoemaker	
4d Fierro	auditor
art Karger	Lovington Supt
Saylbia Molina	Lovington Board
Bob Delacruz	Taylor Middle School
Starla Jones	Mws Sun
	3

BOARD MEETING

Thursday, February 15, 2001 **Zia Room - Library**1:30 p.m.

AGENDA

Α.	Welcome	Mr. Newman
В.	Adoption of Agenda	Mr. Newman
C.	Approval of Minutes of January 18, 2001	Mr. Newman
D.	Correspondence	Mr. Schubert
E.	President's Report	Dr. McCleery
F.	New Business	
	1. 1999/2000 Audit Report	Dr. McCleery
	2. Monthly Expenditures Report	Dr. McCleery
	3. Monthly Revenue Report	Dr. McCleery
	4. Oil and Gas Revenue Report	Dr. McCleery
	5. Schedule of Investments	Dr. McCleery
	6. Amended Resolution - NMJC Board Election	Dr. McCleery
	7. Resolution - Purchase Card Program	Dr. McCleery
	8. Consideration of RFP #53 - Facilities Management Upgrade for Library	Dr. McCleery
	9. Consideration of RFP #55 - Food Services for the College	Dr. McCleery
1	10. Personnel Consideration - Director of Physical Plant	Dr. McCleery
G.	Public Comments	Mr. Newman
Н.	Announcement of Next Meeting	Mr. Newman
I.	Adjournment	Mr. Newman

BOARD MEETING

JANUARY 18, 2001

MINUTES

The New Mexico Junior College Board met on Thursday, January 18, 2001, beginning at 1:30 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Monty Newman, Chairman; Mr. Gary Schubert, Secretary; Mr.Ferrel Caster; Mrs. Bonnie Moran; Mrs. Yvonne Williams; and Mr. Bill Lee. Not present was Mr. Donald Whitaker.

Mr. Newman called the meeting to order and welcomed visitors and guests present: Starla Jones, Hobbs News Sun.

Upon a motion by Mr. Lee, seconded by Mr. Caster, the agenda was unanimously adopted, as presented.

Upon a motion by Mrs. Moran, seconded by Mr. Lee, the board unanimously approved the minutes of December 12, 2000.

Under *President's Report*, Dr. McCleery reported that several candidates had filed for board positions yesterday with the county clerk. He shared copies of the newspaper article covering the Fire Science Academy with the board. Sam Oswald gave an update on CDL training and New Mexico Works Training. He also shared copies of the Communication and Event Services handbook with the board. In closing, Dr. McCleery reported he had received more than sixty thank you notes from Taylor Middle School. The notes were available for anyone interested.

Under *New Business*, Dan Hardin presented the December financial reports and with a motion by Mrs. Moran, seconded by Mr. Lee, the board unanimously approved the expenditures for December 2000.

Richard Fleming presented a recommendation for a \$80 course fee for the new telecommunications course. The per student fee will cover consumable supplies for this course only. Upon a motion by Mr. Schubert, seconded by Mr. Caster, the board unanimously accepted the recommendation.

Dr. McCleery recommended that Sharon Morales be employed as a custodian. Ms. Morales is related to Jesse Morales, a college employee in the physical plant grounds department. Upon a

motion by Mr. Caster, seconded by Mrs. Moran, the board unanimously accepted the recommendation.

Dan Hardin recommended Ruth Luallen for the Director of Bookstore Services position with an annual salary of \$29,528. Upon a motion by Mr. Caster, seconded by Mr. Lee, the board unanimously approved the employment of Ms. Luallen.

Richard Fleming recommended Karen Cummings for the Director of Allied Health Fields position with an annual salary of \$53,000. Upon a motion by Mr. Lee, seconded by Mrs. Moran, the board unanimously approved the employment of Ms. Cummings, effective January 19, 2001.

Regina Organ recommended Eliza Groettum for the Upward Bound Academic Coordinator position with an annual salary of \$28,000. Upon a motion by Mr. Schubert, seconded by Mrs. Moran, the board unanimously approved the employment of Ms. Groettum, effective January 22, 2001.

Dr. McCleery recommended Renee Wharton for the Director of Student Information Tracking/Institutional Research position with an annual salary of \$49,000. Upon a motion by Mrs. Moran, seconded by Mr. Caster, the board unanimously approved the employment of Ms. Wharton, effective February 1, 2001.

Mr. Newman called for comments from the community. There being none, the next board meeting was scheduled for February 15, 2001, beginning at 1:30 p.m. in the Zia Room of Pannell Library.

Upon a motion by Mr. Lee, seconded by Mr. Schubert, the board unanimously voted to adjourn at 2:10 p.m.

			CHAIRMA	N	
ATTEST:					
	SECRETARY				

Others present:

Regina Organ

Frank Collins

Richard Fleming

August Fons

Dan Hardin

Mickey Best

Sharon Jenkins

Steve Davis

Bill Morrill

Sam Oswald

Marilyn Jackson

Linda Neel

Bill Kunko

Tim Perry

Cc Nelson

Lisa Brown

Robert Bensing

Pat Gorman



STATE OF NEW MEXICO Corrections Department

Gary E. Johnson, Governor

Robert J. Perry, Cabinet Secretary

Alan Shuman, Director

CORRECTIONS
TRAINING DIVISION

Post Office Box 5277 4337 State Road 14 Santa Fe, NM 87502-5277 Phone: (505) 827-8900-8901

Fax: (505) 827-8904

January 31, 2001

Steve McCleery, President New Mexico Junior College 5317 Lovington Highway Hobbs, New Mexico 88240

Dear President McCleery:

I am pleased to inform you that the New Mexico Junior College's Basic Correctional Officer Academy has successfully completed the period of provisional certification which began on May 18, 2000 and having maintained the standards established by the New Mexico Corrections Academy is awarded full certification as of February 1, 2001.

The New Mexico Junior College is the only college to have successfully met and maintained the standards established by the state's Corrections Academy and as such is the only college with a program whose graduates are recognized as state certified Correctional Officers.

Sincerely,

Alan Shuman

Director, NMCA



State of New Mexico OFFICE OF THE STATE AUDITOR

Domingo P. Martinez, CGFM State Auditor Carl M. Baldwin, CPA, CFE Deputy State Auditor

January 26, 2001

SAO Ref. No. 952

Dr. Steve McCleery, President and Members of the Board of Regents New Mexico Junior College 5317 Lovington Highway Hobbs, NM 88240

SUBJECT:

Audit Report—New Mexico Junior College—1999-2000 Fiscal Year—Prepared by Fierro &

Fierro

The referenced report was received on December 29, 2000. In accordance with the terms of the audit contract, Section 2-B, the contractor was to deliver to your agency, a specified number of copies of the audit report on the same date delivery was made to this office.

The audit report has been submitted to this office by a licensed public contractor who was required to perform the audit in accordance with generally accepted auditing standards. The audit report is being released subject to a comprehensive review by this office.

Ten days from the date of this letter the audit report will be released to the Legislative Finance Committee, the Department of Finance and Administration and the Office of the State Treasurer and the Commission on Higher Education.

The independent public accountant's comments and findings are included on pages 33 - 38 of your audit report. It is the governing authority's ultimate responsibility to take corrective action on all findings and comments.

This letter is your authority to make final payment to the contractor.

DOMINGO,P) MARTINEZ, CGFM

STATE AUDITOR

cc: Legislative Finance Committee

Department of Finance and Administration-

Office of the State Treasurer

Commission on Higher Education

Fierro & Fierro

NEW MEXICO JUNIOR COLLEGE Expenditure Report January 2001

58% of Year Completed

2000-01 1999-00 Year-to-Date Percentage Year-to-date Current Percentage **Final Expended** or of Budget Original Expended or Expended or of Budget Fund Budget **Encumbered** Expended **Budget** Encumbered Encumbered Expended **CURRENT UNRESTRICTED FUND Instruction and General:** 5,216,596 2,446,716 47% 5,322,453 359,278 2,639,384 50% Instruction 671,303 **Academic Support** 919,691 574,917 63% 1,012,220 74,559 66% 636,369 64% 1,020,190 75,745 687,682 67% **Student Services** 991,692 1,048,009 45% **Institutional Support** 1,617,362 947,171 59% 2,321,133 170,919 Operation & Maintenance of Plant 1,591,981 829,561 52% 1,674,751 148,484 1,031,229 62% Subtotal - Instruction & General 10,337,322 5,434,734 53% 11,350,747 828,985 6,077,607 54% **Student Activities** 109,847 59,264 54% 118,724 8,859 72,167 61% 11,125 24,968 24,949 45% 329 1% **Public Service Internal Service Departments** 308,980 248,319 80% 309,131 (14,812)225,522 73% 108% Student Aid 153,705 107,375 70% 139,605 41,542 150,104 1,254,436 **Auxiliary Enterprises** 1,294,716 938,992 73% 129,845 994,424 79% 307,519 53% 558,129 28,169 387,218 69% **Athletics** 581,756 57% 7,107,328 550/ 13,755,740 1,022,588 7,907,371 **Total Current Unrestricted Fund** 12,811,275 **CURRENT RESTRICTED FUND** 2,784,410 1,270,036 46% 3,135,237 231,889 1,600,072 51% Grants 2,863,200 83% 3,204,007 537,762 3,283,557 102% Student Ald 3,436,841 **Total Current Restricted Fund** 6,221,251 4,133,236 66% 6,339,244 769,651 4,883,629 77% **PLANT FUNDS** Capital Outlay / Bldg. Renewai & Repl. 36,449 **Projects from Institutional Funds** 1,152,097 710,993 62% 2,126,546 764,148 36% **Projects from State GOB Funds** 686 0% 0 374,617 45.015 481.910 0% **Projects from State STB Funds** 12% **Projects from Other State Funds** 156,793 88,767 57% 116,172 93,670 110,009 95% 844,775 50% 1,356,067 60% Subtotal - Capital and BR&R 1,684,193 2,242,718 130,119 **Debt Service** 264,845 133,541 50% 263,723 133,281 51% Revenue Bonds 130,119 **Total Plant Funds** 1,947,916 978,056 50% 2,507,563 1,489,608 59% **GRAND TOTAL EXPENDITURES** 58% 63% 20,980,442 12,218,620 22,602,547 1,922,358 14.280.608

NEW MEXICO JUNIOR COLLEGE Revenue Report January 2001

GRAND TOTAL REVENUES

		1999-00			2000)-01	
			Percentage				Percentage
	Final	Year-to-date	of Budget	Original	Current Month	Year-to-date	of Budget
Fund	Budget	Revenue	Received	Budget	Revenue	Revenue	Received
CURRENT UNRESTRICTED FUND	1						
	1						
Instruction and General:	I						
Tuition and Fees	1,162,200	1,059,118	91%	1,168,950	102,373	1,156,305	99%
State Appropriations	5,884,500	3,537,750	60%	6,566,300	532,575	3,815,800	58%
Advalorem Taxes - Oil and Gas	2,075,000	1,814,795	87%	2,500,000	664,536	2,826,353	113%
Advalorem Taxes - Property	1,800,000	1,367,555	76% 111%	1,900,000	854,161	1,243,372	65% 86%
Interest Income Other Revenues	135,000	149,497	43%	125,500	16,170	107,944	34%
	196,800	85,148		384,886	28,309	132,193	
Subtotal - Instruction & General	11,253,500	8,013,863	71%	12,645,636	2,198,124	9,281,967	73%
Student Activities	38,000	39,130	103%	40,000	3,032	43,238	108%
Public Service	0	0	0%	0	8,000	37,100	0%
Internal Service Departments	77,000	26,855	35%	21,000	342	7,147	34%
Auxiliary Enterprises	1,297,900	1,332,386	103%	1,442,050	362,912	1,459,337	101%
Athletics	37,600	19,450	52%	33,600	2,761	19,970	59%_
Total Current Unrestricted	12,704,000	9,431,684	74%	14,182,286	2,575,171	10,848,759	76%
CURRENT RESTRICTED FUND]						
Grants	2,784,410	1,270,036	46%	3,135,237	379,232	820,751	26%
Student Ald	3,436,841	2,863,200	83%	3,204,007	0	2,627,421	82%
Total Current Restricted	6,221,251	4,133,236	66%	6,339,244	379,232	3,448,172	54%
PLANT FUNDS							
Capital Outlay / Bidg. Renewal & Repl.							
Projects from State GOB Funds	686	0	0%	o	0	0	0%
Projects from State STB Funds	374,617	45,015	12%	o	0	0	0%
Projects from Other State Funds	156,793	88,767	57%	116,172	0	0	0%
Interest Income	0	29,667	0%	0	8,657	67,155	0%
Subtotal - Capital & BR&R	532,096	163,449	31%	116,172	8,657	67,155	58%
ebt Service							
Interest Income	0	0	0%	55,000	7,598	48,287	88%
Total Plant Funds	532,096	163,449	31%	171,172	16,255	115,442	67%
LOAN FUND							
Interest Income / Service Fees	0	208	0%	0	0	0	0%
Total Loan Fund	0	208	0%	o	0	0	0%

19,457,347 13,728,577

71%

20,692,702 2,970,658 14,412,373

70%

NEW MEXICO JUNIOR COLLEGE Oil and Gas Revenue Report January 2001

58% of Year Completed

OIL			GAS	COMBINED				
Mos	nth of	Price	Lea County	Price	Lea County	Monthly	2000-01 Original	Variance Over (Under
Sales	Distribution	per BBL	BBLs sold	per MCF	MCF sold	Revenue	Budget	Budget
April	July	\$25.13	3,385,212	\$3.20	16,968,001	309,135	177,083	132,052
Мау	August	\$27.75	3,566,511	\$3,36	17,837,831	356,052	177,083	178,969
June	September	\$29.78	3,550,473	\$4.28	17,687 <u>,</u> 354	347,144	177,083	170,061
July	October	\$29.43	3,363,692	\$3.93	20,220,892	363,689	177,083	186,606
August	November	\$30.24	3,350,022	\$4.14	17,377,642	408,106	177,083	231,023
September	December	\$31.12	3,471,552	\$3.27	26,113,754	371,528	177,083	194,445
October	January	\$31.51	3,543,050	\$5.22	18,704,823	432,951	177,083	255,868
November	February						177,083	
December	March						177,083	
January	April						177,083	
Februar <u>y</u>	Мау						177,083	
March	June						177,087	
				Produ	iction Tax Revenue	2,588,605	2,125,000	1,349,024
			Equ	ipment Tax Re	evenue (see below) _	237,749	375,000	0
					il and Gas Revenue		2,500,000	1,349,024

Source: New Mexico Taxation and Revenue Department

In order to stabilize the budgetary process for the 2000-01 fiscal year, oil and gas revenues were budgeted at a long-term historical average of \$15.00 per bbl for oil and \$1.90 per mcf for gas. It is recognized that actual collections will exceed this conservative historical average. Therefore, collections for the 2000-01 year that exceed this budgeted amount will be considered for transfer to the college's capital fund at the end of the year.

In January 2001 \$231,586 in equipment tax was received

NEW MEXICO JUNIOR COLLEGE Schedule of Investments January 2001

58% of Year Completed

Financial Institution	Amount Invested	Date Invested	Maturity Date	Period of Investment (Days)	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	5,825,000	N/A	N/A	N/A	102-2394	6.42%	30,636
Wells Fargo Bank of Hobbs	250,000	8/8/00	2/8/01	183	231611237	6.06%	1,286
Total investments	6,075,000						31,922

Summary of Current Month's Activity				
Beginning amount	5,325,000			
Plus: deposits	750,000			
Less: withdrawals				
Ending amount	6,075,000			

LEGAL NOTICE

AMENDED RESOLUTION

WHEREAS, it is provided by Sections 1-22-6B and 1-22-12 C of the New Mexico Statutes Annotated, 1978 Compilation as amended, that in the event only one candidate has filed a declaration of candidacy for each position to be filled and no declared write-in candidates have filed for any position and there are no questions or bond issues on the ballot, only one polling place for the election shall be designated and it shall be in the office of the County Clerk or a designated polling place in the school district. The County Clerk shall perform the duties of the precinct board and no other precinct board shall be appointed.

NOW, THEREFORE, pursuant to said provisions of the law, we, the Board of the New Mexico Junior College District do amend the Election Resolution published in the Hobbs News Sun on December 28, 2000 to read as follows:

LEA COUNTY CLERK'S OFFICE in the Lea County Courthouse Lovington, New Mexico shall be the voting place for the New Mexico Junior College District Election to be held March 6, 2001.

PASSED AND ADOPTED this 15th day of February 2001.

	DISTRICT
¥	Monty Newman, Chairman
ATTEST:	
Gary Schubert, Secretary	

NEW MEVICO HIMIOD COLLEGE

GOVERNING BOARD RESOLUTION

State of New Mexico Purchase Card Program - Linking Agreement

AGREEMENT BETWEEN <u>NEW MEXICO JUNIOR COLLEGE</u> ("LOCAL PUBLIC BODY") AND BANK OF AMERICA, N.A. (USA), FOR PURCHASE CARD SERVICE

Local Public Body is authorized under RFP 91-000-0-00165 to utilize the cooperative purchasing card program of the State of New Mexico and participate in the Bank of America, N.A. (USA), Purchase Card Contract dated March 28, 2000 between Bank of America, N.A. (USA), and the State of New Mexico.

The documents constituting the Agreement are the State Issued RFP 91-000-00-00165 dated <u>July 23, 1999</u>, the Contractor's Response from Bank of America dated September 30, 1999 and the State of New Mexico/Bank of America Purchasing Card Contract dated <u>March 28,2000</u>.

NOW THEREFORE BE IT RESOLVED

The governing board of hereby authorizes its chief executive office to request

New Mexico Junior College to become a party to the State of New Mexico Purchase

Card Program Linking Agreement, and to participate in its program.

Dated this 15th day of February, in the year 2001.

Signed, Governing Board President

Attest Governing Board Secretary

REQUEST FOR PROPOSAL #53

FACILITIES MANAGEMENT SYSTEM UPGRADE FOR PANNELL LIBRARY

BOARD DOCUMENTS

Date:

Prepared by:

February 6, 2001

Frank Collins

Coordinator of Purchasing

BOARD DOCUMENTS

General Information

- 1. On January 8, 2001, a legal notice was posted on the NMJC Bulletin Board and faxed to the following newspaper requesting sealed proposals for the facilities management upgrade for Pannell Library:
 - 1) The Hobbs Daily News Sun
- 2. On January 8, 2001 bid packets were mailed to four (4) potential bidders.
- 3. Only (1) bidder responded to the proposal.
- 4. That bidder was not at the opening.
- 5. The evaluation committee evaluated the bid received and our recommendations are shown on Page 2.

Evaluation and Recommendations

Board Documents

Only one vendor responded to the Request for Proposal #53. That vendor was Energy Control Inc., Albuquerque, New Mexico.

The proposal was evaluated and graded by an evaluation committee. The members consisted of Ismael Zuniga, Interim Director of Physical Plant, Philip Ingram, Maintenance Foreman, Dan Hardin, Vice President of Finance and Frank Collins, Coordinator of Purchasing.

The Evaluation Committee and Business Office recommends the acceptance of Energy Control Inc. of Albuquerque, New Mexico as the successful vendor for the facilities management system upgrade for Pannell Library as follows:

Cost of Materials and Supplies:

\$40,916.00

Cost of Labor:

\$20,581.00

Cost of Permits:

60.00

TOTAL

\$61,557.00

2000/2001 Capital Fund Budget

<u>Source of Funding</u>: Building Renewal & Replacement – Library Facilities Management System Upgrade

Account Number:

9-2729-01-051

\$61,557.00 plus 6% gross receipts tax

NEW MEXICO JUNIOR COLLEGE REQUEST FOR PROPOSAL #53 – EVALUATION CRITERIA FACILITIES MANAGEMENT SYSTEM UPGRADE FOR PANNELL LIBRARY

	EVALUATION CRITERIA	POTENTIAL POINTS
A.	Qualified and capable to supervise and train personnel In the operation and servicing of Direct Digital Control (DDC) Systems – 20%	15 Points
B.	Ability to meet the scope of work guidelines - 10%	10 Points
C.	Knowledge of FMS and experience in CSI systems - 10%	10 Points
D.	Provide Services/Equipment that allow for future expansion	20 Points
E.	Ability to provide satisfactory service to the College – 20%	15 Points
	Subtotal	70 Points
F.	Pricing: Ability to offer competitive pricing for the system – 30%	30 Points
	Maximum Potential Points	100 Points

Board Documents

SCOPE OF WORK

Install a Direct Digital Control ("DDC") system that will replace pneumatic controls on the second floor of Pannell Library. All equipment will be manufactured by Control Systems International ("CSI"), which will be connected to the existing local area network ("LAN").

- 1. Shall include any preparation of submittals and provision of all related services.
- 2. Shall furnish and load all software required, associated with Direct Digital Controls (DDC) of upstairs Pannell Library.
- 3. Shall include furnishing and installation of all related hardware such as controllers for VA Boxes, Thermostats, VAV box pressure sensors, DDC I/site I/O LED display units for A/C units and any other required equipment needed but not specified or show to complete this project.
- 4. Shall include all software, for the FMS operating system based on INET 2000, labor, wiring, conduit, material and graphic pictures.
- 5. Shall connect into existing fiber optic LAN system.
- 6. Shall include variable frequency drives for the air conditioning units.
- 7. Shall include training for operating personnel and telephone support.
- 8. Shall include a NET PLUS Router that will tie the entire FMS system into the Internet.
- 9. Shall include all warranties for all installed system equipment.
- 10. Shall include all equipment and material submittals.
- 11. No exception to this system shall be accepted or proposed as a substitute for the specified system.
- 12. Shall include Test and Balance of DDC System after installation is completed.

REQUEST FOR PROPOSALS #53

FACILITIES MANAGEMENT SYSTEM UPGRADE FOR PANNELL LIBRARY

Opening Date and Time: January 31, 2001 -- 3:00 P.M. - NMJC time

Administration Building - Business Office Coordinator of Purchasing 5317 Lovington Highway Hobbs, New Mexico

New Mexico Junior College invites you to submit a sealed proposal for Facilities Management System ("FMS") Upgrade for Pannell Library. Failure to comply with the instructions, terms, conditions and specifications of this Request for Proposals ("RFP") may result in your proposal being classified as unresponsive. Proposals must be submitted to the above address no later than the time and date specified above. New Mexico criminal law prohibits bribes, gratuities and kickbacks.

Proposals must be submitted in a sealed envelope with the attached labels on the outside marked: RFP #53

NUMBER OF COPIES TO SUBMIT: Original plus one copy

This mailing contains 11 pages (includes 4 pages of schematic drawings of Pannell Library)

POLICIES & PROCEDURES: Frank Collins - Coordinator of Purchasing

Phone: (505) 392-5278

TECHNICAL INFORMATION: Philip Ingram - Maintenance Foreman

Phone: (505) 392-4510, extension #590

GENERAL TERMS AND CONDITIONS

Request for Proposals #53

- <u>COMPLIANCE</u>: Failure to comply with all of the following terms and conditions may subject proposal to rejection. Successful Offeror shall agree to and comply with the Terms and Conditions, Vendor Data Sheet and Proposal Price Form.
- DELIVERY OF PROPOSAL: All proposals shall be <u>sealed</u>, addressed and delivered to: New Mexico Junior College, Administration Building - Business Office - Coordinator of Purchasing, 5317 Lovington Highway, Hobbs, New Mexico 88240. Attach the enclosed label on the outside of the envelope.
- TIMELINESS: It is the Offeror's responsibility to ensure his/her proposal arrives at the proper place <u>prior</u> to the designated opening date/time. Late proposals will not be considered. Telephone proposals, faxes and telegrams will not be accepted.
- 4. <u>PRICE/SIGNATURE</u>: Each contractor is to submit his/her proposal price on the form provided by NMJC. The form must be fully completed and must bear the original signature of the contractor.
- 5. <u>TAX</u>: All prices shall <u>exclude</u> applicable sales or gross receipts taxes. NMJC pays gross receipts or sales tax on services and construction materials included as part of a construction service. Non-taxable transaction certificates will be issued upon request.
- 6. <u>SPECIFICATIONS</u>: The attached proposal specifications indicate a minimum standard of quality, performance or other pertinent characteristics of the item(s) being proposed. All options variations or exceptions to specifications must be clearly listed by the contractor. After examination and comparison of specifications, New Mexico Junior College reserves the right to make the selection.
- 7. <u>SIGNATURE</u>: For a proposal to be considered, it must bear the original signature of the Offeror.
- 8. <u>CLARIFICATIONS</u>: Any clarification of instructions, terms and conditions, insurance, bonds, or quote preparation shall be made only by the persons shown on the cover sheet of this RFP. Technical clarifications should be addressed to the individual identified on the cover sheet. Clarifications made by the college may only be made in writing as an addendum to be considered as part of this Request for Proposal.
- NUMBERS OF COPIES: Submit the number of copies of your proposal and all supporting documents stated on the cover sheet. Failure to submit the required number of copies may result in your proposal being considered non-responsive.
- FAILURE TO RESPOND: NMJC reserves the right to remove from its bidder list the names of vendors who do
 not respond to Requests for Proposals. A response marked "No Proposal" will not ensure retention on the
 bidder list.
- 11. <u>CONFIDENTIALITY</u>: Confidential information must be marked "CONFIDENTIAL" in red letters in the upper right hand corner of the sheets containing the confidential information.

- 12. <u>RESIDENTIAL/MANUFACTURERS PREFERENCE</u>: In evaluating prices for purchases over \$5,000 using State funds, a state residential and/or manufacturers preference of 5% will be used in compliance with Section 13-1-21 and Section 13-1-22 of the New Mexico Statutes 1978 Annotated, Chapter 13, for those vendors indicating the state number on the vendor data form. A preference may not be used when the expenditure involves Federal funds.
- 13. <u>IRREGULARITIES</u>: NMJC reserves the right to waive technical irregularities in the form of the proposal which do not alter price, quality or quantity and to reject any or all proposals when it is in the best interest of the College to do so.
- 14. <u>STATUTORY REQUIREMENT</u>: New Mexico criminal statutes impose felony penalties for bribes, gratuities, or kickbacks used in the procurement process. In addition, the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA imposes civil and criminal penalties for its violations.
- 15. It is agreed that proposals accepted for consideration by New Mexico Junior College shall be valid for a period of ninety (90) days following the date of the proposal opening.
- 16. It is always the intent of New Mexico Junior College to purchase proper and adequate services or tangible items at the best value, for the best interest of the constituents of the New Mexico Junior College District and the taxpayers of New Mexico.
- 17. By the vendor's signature on Page 5, the vendor proposes to provide all labor, supplies, equipment, and any other materials needed to provide the FMS Upgrade for Pannell Library as specified in this Request for Proposal #53.
- 18. The vendor agrees that for any item which the manufacturer creates, or law requires to have a Material Safety Data Sheet (MSDS), the vendor will include 4 copies of the MSDS with the Material having or requiring such with the shipment to the ordering agency.
- 19. All equipment must be new and have the original manufacturer's warranty.
- 20. The successful contractor shall provide a specimen insurance certificate with their bids. Prior to the commencement of work, the successful contractor must provide a Certificate of Insurance along with applicable endorsements amending coverage or limits, naming New Mexico Junior College as a additional insured with limits not less than the following:
 - i. Employers liability (Must include a waiver of subrogation on workers compensation in favor of New Mexico Junior College) of \$1,000,000 per occurrence.
 - ii. Comprehensive general liability (Must include explosion, collapse, and underground hazards) of \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - iii. Automobile liability of \$1,000,000 per occurrence.
- 21. Prospective bidders shall contact the Maintenance Foreman or the Physical Plant Director for an on-site inspection of Pannell Library and may obtain additional copies of the schematic drawings the Physical Plant Office.
- 22. Please provide a detailed equipment and installation list with your submittals for approval by the Maintenance Foreman or the Physical Plant Director.

FACILITIES MANAGEMENT SYSTEM UPGRADE FOR PANNELL LIBRARY

REQUEST FOR PROPOSAL #53

SCOPE OF WORK

Scope of Work:

Install a Direct Digital Control ("DDC") system that will replace pneumatic controls on the second floor of Pannell Library. All equipment will be manufactured by Control Systems International ("CSI"), which will be connected to the existing local area network ("LAN").

- 1. Shall include any preparation of submittals and provision of all related services.
- 2. Shall furnish and load all software required, associated with Direct Digital Controls (DDC) of upstairs Pannell Library.
- 3. Shall include furnishing and installation of all related hardware such as controllers for VAV boxes, Thermostats, VAV box pressure sensors, DDC I/site I/O LED display units for A/C units and any other required equipment needed but not specified or show to complete this project.
- 4. Shall include all software, for the FMS operating system based on INET 2000, labor, wiring, conduit, material and graphic pictures.
- 5. Shall connect into existing fiber optic LAN system.
- 6. Shall include variable frequency drives for the air conditioning units.
- 7. Shall include training for operating personnel and telephone support.
- 8. Shall include a NET PLUS Router that will tie the entire FMS system into the Internet.
- 9. Shall include all warranties for all installed system equipment.
- 10. Shall include all equipment and material submittals.
- 11. No exception to this system shall be accepted or proposed as a substitute for the specified system.
- 12. Shall include Test and Balance of DDC System after installation is completed.

VENDOR DATA

Request for Proposal #53 Due Date: January 31, 2001 Time: 3:00 P.M. NMJC Time Title: Facilities Management System Upgrades for Pannell Library The following information must be completed and returned with your bid: RESIDENTIAL PREFERENCE (if applicable) Residential Preference Number Is material grown, produced or wholly manufactured in New Mexico? **BUSINESS SIZE/CLASSIFICATION** __Small Business Concern _____Large Business Concern _____Women Owned Small Business Concern Please note that the above information is for reporting purposes only and will not be used in evaluating or awarding the contract. TELEPHONE NUMBER FOR OFFER CLARIFICATION: Name: _______Telephone Number: _____ Title: ACKNOWLEDGMENT OF ADDENDA (if applicable): The undersigned acknowledges receipt of the following addendum Addendum No. _____ Dated Addendum No. _____ Dated The undersigned, as an authorized representative for the company named below, acknowledges that he/she has examined this Request for Proposal with its related documents, and, being familiar with all the conditions surrounding the described materials and/or services, including the availability of materials and labor, hereby offers to furnish all labor, materials and supplies necessary to comply with the specifications in accordance with the Terms and Conditions set forth herein and at the prices stated in the price quote. Company Name: Address:____ City/State/Zip:____ Federal ID# or SSN: _____ Signature of Authorized Representative: PRINTED OR TYPED: Name:___ Title:_____ Date:_____ FAX #: ____ Phone#: ____

Request for Proposal #53

Facilities Management System Upgrade for Pannell Library

PROPOSAL PRICE FORM

The undersigned as an authorized representative of the company whose information is contained herein and on page 5, proposes to provide all labor, supplies, equipment, and any other materials needed to provide A FMS Upgrade for Pannell Library on the campus of New Mexico Junior College. You may review and obtain additional copies of the schematic drawing by contacting Philip Ingram, Maintenance Foreman at the Physical Plant Office (505) 392.5530. Please provide a detailed equipment and installation list with your submittals for approval by the Maintenance Foreman. If this sheet does not provide sufficient space for your cost summarization, you may provide that information on a separate sheet.

Indicate cost of Materials and Supplies:	\$							
Indicate cost of Labor:	\$							
Indicate cost of Permits:	\$							
Indicate any other costs associated with this project: (Please explain and describe in detail below):								
Any Special Equipment required for this p (Please explain and describe in detail be Indicate the cost of special equipment:	project? Yes Plow):	No						
			X10.4 C. 10 - 10.4 C.					
TOTAL COST OF THE PROJECT: \$								
Name of Company:		- 49						
Signature of Authorized Representative:			_					
Date:								
Phone Number:								

NEW MEXICO JUNIOR COLLEGE REQUEST FOR PROPOSAL #53 – EVALUATION CRITERIA FACILITIES MANAGEMENT SYSTEM UPGRADE FOR PANNELL LIBRARY

EV	ALUATION CRITERIA	POTENTIAL POINTS
A.	Qualified and capable to supervise and train personnel In the operation and servicing of Direct Digital Control (DDC) Systems – 20%	15 Points
В.	Ability to meet the scope of work guidelines - 10%	10 Points
C.	Knowledge of FMS and experience in CSI systems – 10%	10 Points
D.	Provide Services/Equipment that allow for future expansion – 20%	20 Points
E.	Ability to provide satisfactory service to the College – 20%	15 Points
	Subtotal	70 Points
F.	Pricing: Ability to offer competitive pricing for the system – 30%	30 Points
	Maximum Potential Points	100 Points

Request for Proposals #55

Food Services for New Mexico Junior College

BOARD DOCUMENTS

Date: Prepared by:

February 9, 2001

Frank Collins

Coordinator of Purchasing

BOARD DOCUMENTS

General Information

- 1. On January 24, 2001 a legal notice was posted on the NMJC Bulletin Board and faxed to the following newspaper requesting sealed proposals for Food Services for the College:
 - 1) The Hobbs Daily News Sun
- 2. On January 25, 2001, proposal packets were delivered to six (6) potential bidders.
- 3. Two (2) vendors submitted a proposal within the time frame specified by the proposal package.
- 4. One (1) bidder was present at the opening.
- 5. The Business Office has evaluated the bids received and their recommendations are shown on Page 2.

Evaluation and Recommendations

Board Documents

Two vendors responded to the Request for Proposal #55. They were Fine Host Corporation of Scottsdale, AZ and Great Western Dining Service Corporation, Tipton, MO.

The evaluation criteria used to award the food services contract is enumerated on Page 13.

Recommendation

The Business Office recommends acceptance of the proposal received from Great Western Dining Service Corporation of Tipton, MO for an initial contract period of one (1) year, renewable annually by mutual agreement for up to seven (7) additional years.

Source of Funding: Contracted Meal Plan Expense – 2000/2001 Operating Budget

Account Number – : 2-441-74-200 Amount to be prorated from date of contract: April 1,2001 to end of fiscal Year June 30, 2001

FOOD SERVICES SPECIFICATIONS

1. COLLEGE DESIGNATED REPRESENTATIVES

The official College agents authorized to represent the College on behalf of this account are the President, Vice President of Finance, and Vice President of Student Services. No other College employee is authorized to request or direct program or operational changes to the food service operation on behalf of New Mexico Junior College.

2. TERMS AND PERIOD OF CONTRACT

The period of this contract will initially be for one year (1) year. The College may renew this contract annually for up to seven (7) additional years if satisfied with the service and quality of food offerings provided by the Contractor.

The Terms and Conditions as well as Specifications under this RFP #55 will be incorporated into and become an integral part of the contract executed between the College and the successful contractor.

3. SCOPE OF OPERATIONS

Provide all food services in areas designated and approved by the College, including:

- a. Student Dining/Board Plan (7 days / week)
- b. Snack bar operations (5 days / week, cash only)
- c. Catering, conferences and special events
- d. Other food service activities as necessary (i.e. summer basketball and baseball camps, grant program student activities, etc.)

Contractor will have first right of refusal to provide service for special functions or activities on campus at prices agreed upon by the College. Contractor may choose to waive service rights to certain events sponsored by outside groups, student clubs, groups or organizations if in the best interest of the contractor to do so.

4. HOURS OF OPERATION

STUDENT DINING (Fall and Spring semesters only; closed during the Summer.)

	<u> Monday – Friday</u>	<u>Saturday - Sunday</u>
Breakfast:	7:00a.m. – 8:45a.m.	N/A
Lunch:	11:30a.m. – 1:15p.m.	10:30a.m 12:30p.m. (Brunch)
Dinner:	5:00p.m 6:45p.m.	5:00p.m. – 6:45p.m.

SNACK BAR (Year-round operation except between semesters and during breaks.)

Fall / Spring:	Monday – Thursday	7:00a.m. – 5:00p.m.
	Friday	7:00a.m 3:30p.m.
Summer:	Monday - Thursday	7:00a.m 2:00p.m.
	Friday	7:00a.m 1:30p.m.

5. SERVING DAYS

Serving days are determined by the College in accordance with the annual instructional calendar and are published in advance.

Cafeteria: Estimated serving days for 2001 - 2002 academic year is approximately 230 days. The cafeteria closes for the summer (except for other food service activities), major holidays, and college break periods.

Snack Bar: Open year-round except for breaks between semesters and during major holidays and break periods.

6. CONTRACTOR CAFETERIA STUDENT MEAL PLANS

The College currently offers the following meal plans for students. Students who purchased meal plans are as follows:

	<u>Fall 2000</u>	<u>Spring 2001</u>
19 Meals / 7 Days:	54	49
15 Meals / 7 Days:	98	89
12 Meals / 7 Days:	5	3
8 Meals / 7 Days (Optional):	2	2

All students in the College dormitories are required to purchase either the 19 or 15 meal plan. Maximum occupancy rates for the two (2) dorms total 200.

7. ESTIMATED OPERATING REVENUES

Approximate Current annual revenues from the food service operation are:

Student meal plans: \$253,828 Snack bar sales: \$78,994 Catering and conferences: \$72,617

8. COMMISSIONS

The College seeks a monetary return from its operations sufficient to defray the cost of facilities, maintenance, utilities and other expenses associated with providing food services plus revenues to help offset debt service requirements. Commissions will be paid to the College on gross sales. Gross sales include all revenues on operations, excluding the student meal plan program, which includes but is not limited to: Snack bar sales, cash sales, vending, catering, and conferences, etc. Commissions will be paid to the College within fifteen (15) working days following the close of the monthly accounting period.

9. PAYMENTS TO CONTRACTOR

The Contractor will invoice the College for daily meal plan costs based on the current net participations in the various meal plan programs sold by the College. The College will provide the Contractor of the participation by student name on a weekly basis. The Contractor will bill the College for contracted meal plans on a weekly basis. The College will make payment within fifteen (15) working days upon receipt of the Contractor's billing.

10. NMJC CATERING AND OTHER EVENTS

The successful Contractor will work with the Vice President of Finance in developing a mutually agreeable method of establishing an approval and tracking system for all catered and special events held on campus.

11. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS

The Contractor shall comply with all ordinances, laws and regulations pertaining to the operation of the food services. Contractor shall apply for, obtain and maintain in force all required permits and licenses required by all laws and agencies having jurisdiction in this area.

12. FOOD STANDARDS

The Contractor shall submit to the College for approval proposed menus to be served no less than two (2) weeks in advance.

The following minimum grade requirements shall be used in procuring food supplies:

MEATS

BEEF All Beef cuts will be USDA Top Range Choice Steers and heifers only. Primal cuts that will be purchased will include round loin, flank, rib, and chuck. No plate or shank cuts will be used.

PORK USDA No. 1, Cured, smoked and fresh

LAMB US Choice, no mutton used

VEAL US Choice

DAIRY - MINIMUM STANDARDS

MILK Grade "A" under 3,000 bacteria c.c.

CREAM 20% butterfat

BUTTERMILK 8 4/8 Milk solids

WHIPPING CREAM Heavy, 36% butterfat, whipping topping and dried milk solids will be used for baking purposes only

ICE CREAM 12% butterfat

CHEESE US Grade "AA"

BEVERAGE OTHER THAN MILK

COFFEE grade "1", no soluble used

TEA Pekoe and Orange Pekoe

EGGS Grade "AA" Fancy, Fresh, no storage eggs will be used

FISH Grade "A", where grade exists

CANNED FRUITS AND VEGETABLES US Grade "A" or US Fancy only

FRESH & FROZEN FRUITS & VEGETABLES

Highest Grade obtainable in each commodity

Example:

Apples US Grade Fancy

Apricots US No. 1

Grapes Fancy

Winter pears Extra No. 1

Brussel Sprouts

US No. 1

Broccoli

Fancy

Tomatoes

Fancy No. 1

CONDIMENTS US Grade "A"

MISCELLANEOUS GROCERIES Highest grade obtainable

Example: Nuts - No. 1

12A. CAMPUS MENU FORMAT – General desired format/Minimum standards

BREAKFAST

Breakfast will be offered daily. Bacon, sausage, or ham, as well as biscuits and gravy will be offered daily.

GRILL: Eggs to order will be served daily featuring omelets, fried eggs, and scrambled eggs. These items will be grilled on the serving line.

A fried potato such as hash browns, American fries or fried potatoes with onions will be offered daily.

A supplementary entrée will be offered such as French toast, waffles, pancakes or fritters along with syrup and butter.

CEREAL: An assortment of SIX (6) cold cereals will be offered daily. Also a selection of ONE (1) hot cereal will be available.

SWEETS: A minimum of TWO (2) fresh pastries or hot fresh cake donuts will be offered. Fresh fruits (in season) along with canned fruit will be offered daily.

CONDIMENTS: Four (4) assorted breads will be available for toast daily, with jams, jellies, and peanut butter and will be offered along with other assorted condiments.

BEVERAGES: White milk, chocolate milk, skim milk, coffee, hot tea, hot chocolate, decaffeinated coffee, and **FOUR (4)** fruit and vegetable juices will be offered daily. A variety of carbonated beverages will also be available.

LUNCH

SOUP: One fresh made soup will be offered with the appropriate condiments daily. A **Chili Bar** will be offered with traditional condiments daily, in season. A **Bean Pot** with hot cornbread will be rotated with chili.

<u>SALAD</u>: A Salad Bar with FIVE (5) salads, SIX (6) dressings, TWO (2) diet dressing and TWENTY (20) accoutrements will be offered daily.

<u>DELI</u>:A Deli Bar with **THREE** (3) meats, and **TWO** (2) cheeses and **ONE** (1) spread will be offered Monday through Friday, with a variety of breads and rolls.

MAIN LUNCH: THREE (3) entrees will be offered as a choice daily, ONE (1) being a non-port entrée and ONE (1) being a vegetarian entrée.

LUNCH GRILL: Will also feature ONE (1) fast food item daily.

<u>SWEETS</u>: The Dessert Bar will feature **THREE** (3) desserts daily. Cookies or brownies, cake or pie, pudding, or Jell-O, **ONE** (1) canned fruit and a variety of fresh fruit will be offered daily. A **Cobbler Bar** will feature a different cobbler served hot on Mondays, Wednesday, and Fridays.

<u>CONDIMENTS</u>: FOUR (4) assorted breads with jams, jellies, honey, apple butter, peanut butter, and whipped butter will be offered along with other condiments.

BEVERAGES: As at dinner.

DINNER

SOUP: ONE (1) Fresh made soup with an assortment of oyster and saltine crackers will be offered daily.

<u>SALAD BAR</u>: A buffet style salad bar with FIVE (5) salads, SIX (6) salad dressings, TWO (2) of diet variety will be served daily. TEN (10) accourrements will be offered daily.

DELI: A deli bar, as at lunch, will be served at dinner.

MAIN DINNER: THREE (3) entrees to be offered daily, with ONE (1) being a non-pork entrée and ONE (1) being a vegetarian entrée.

VEGETABLE: TWO (2) vegetables, ONE (1) potato, rice or pasta item will be offered daily.

SWEETS: This dessert bar will feature **THREE** (3) desserts such as pies or cakes, cookies, or brownies, pudding or Jell-O, fresh fruit will also be offered.

<u>CONDIMENTS</u>: FOUR (4) assorted breads, hot dinner rolls, fresh baked breads or muffins with jams, jellies, honey, apple butter, peanut butter, and whipped butter will be offered with an assortment of other condiments.

BEVERAGES: White milk, chocolate milk, skim milk, hot chocolate, hot tea, coffee and decaffeinated coffee, ice tea, assorted fruit base beverages and a variety of carbonated beverages will be offered daily.

<u>UNLIMITED SERVINGS</u>: Contract students will have access to unlimited food including salads, vegetables and desserts. All entrees and specialty bars will be dispensed in unlimited amounts, except the premium entrée on Steak Night.

<u>STYLE OF SERVICE</u>: Self serve and cafeteria style of service will be used for breakfast, lunch, and dinner except for special buffet meals.

<u>IDENTIFICATION OF MEALS</u>: Breakfast, lunch, and dinner will be offered on Monday through Friday, and brunch and dinner on Saturday and Sunday.

The following special services will be offered for student satisfaction and retention:

MENU PROGRAM

CEREAL BAR: A variety of **SIX** (6) cold cereals will be available at all meals.

FRESH FRUIT: A variety of fresh fruit and ONE (1) canned fruit will be available at ALL MEALS.

BUFFET - STYLE SALAD BAR: Salad Bar will consist of ONE (1) tossed lettuce salad, ONE (1) cottage cheese, ONE (1) Jell-O fruit salad, ONE (1) vegetable salad or relish tray, ONE (1) canned or fresh fruit salad, ONE (1) pasta salad. Salad dressings will include French, 1000 Island, Ranch, Italian, Blue Cheese, Russian and TWO (2) diet dressings. Various varieties of salad dressing will be substituted during each week.

DELI BAR: A selection of **THREE** (3) meats and **TWO** (2) cheeses will be offered daily at lunch and dinner.

SPICE RACK: A variety of spices will be available in the dining room to enhance the flavor of the food to student preferences.

<u>SAUCES AND CONDIMENTS</u>: A variety of two jams and/or jellies will be offered daily. Honey, apple butter, peanut butter, whipped margarine will also be offered. Hot sauce, 57-sauce, A-1 steak sauce, Worcestershire sauce, tartar sauce, horseradish, fresh salsa, soy sauce, catsup, mustard, pickle relish, and one variety of pickles will be offered daily with appropriate menu items.

<u>CHICKEN FRIED STEAK ENTRÉE</u>: This entrée will be made from a fresh cube steak, breaded and fried and served with whipped potatoes and cream gravy at a minimum of **ONE** (1) time per week.

PREMIUM STEAK NIGHT: An eight (8) ounce steak will be served TWICE PER MONTH from a selection of steaks, such as a top sirloin, strip or rib eye. One other PREMIUM ENTRÉE will be offered, such as six (6) breaded clean tail (12 – 15) count shrimp, prime rib, game hen, half a chicken, triple bacon cheeseburgers, 8" deep pan pizza or salmon steaks. Steak and premium items will not be available for seconds, but a third entrée will always be available on an unlimited basis.

SICK TRAY SERVICE: Will be available upon arrangements and recommendations by Client.

<u>PHYSICIAN-PLANNED DIETS</u>: If a student is unable for medical reasons to consume the regular meal served in the dining room, the Contractor will supply, at no additional cost to the Client or the student, a meal meeting the physician's requirements.

EXAM SNACKS: Snacks and beverages will be served during finals week at a location agreed upon by the Client and the Contractor.

MIDNIGHT BREAKFAST: A Midnight Breakfast will be served the night before the final examination schedule begins. This meal will be prepared by the Contractor and we ask that the administration and faculty help serve the meal.

<u>SPECIAL MEALS OF THE MONTH</u>: Twice monthly, the Contractor will provide Special Meals. One will be served in the dining room with the appropriate decorations to create an atmosphere of exciting dining. The other

Special Meal may be at any location, coordinated with the Vice President of Student Services, Vice President of Finance, and the Food Service Committee. All will be arranged in advance and advertised to gain maximum exposure.

<u>PICNICS</u>: The Contractor will allow contract students in organized groups to have picnics or cook-outs and furnish the food in lieu of eating in the cafeteria. This will be done at no extra charge to the contract student.

<u>BIRTHDAY CELEBRATIONS</u>: The Contractor will provide, at no cost, a monthly birthday cake for boarding students in the month of his or her birthday. The College will supply the Contractor with a listing of student birthdays.

<u>CAMPUS DINING BROCHURE</u>: A brochure of explanation stating policies, goals, meal times and benefits of contract campus dining will be provided to the College.

<u>STUDENT ORIENTATION TEAM</u>: The campus dining director will take an active role on the student orientation team to review the campus dining program. Campus dining surveys will be initiated each semester.

<u>ON-SITE RESPONSE</u>: The local campus dining director will have the authority and flexibility to make decisions pertaining to campus dining and respond to your immediate needs.

<u>CAMPUS DINING COMMITTEE</u>: A regularly scheduled meeting with the Vice President of Student Services, Director of Housing, students, and campus staff will be held to discuss likes and dislikes of campus dining, plan food related activities and schedule special meals and events.

<u>VISITING EXECUTIVES</u>: The Contractor will host any luncheon or dinner when the College is entertaining a visiting college, one or more College Presidents, College Board members, Deans or Associate Deans, Athletic Directors and Coaches, Housing Directors or equivalent positions from a visiting institution, or guests of such persons, either on or off campus.

<u>COMPLIMENTARY MEALS</u>: Complimentary meals will be provided by the Contractor to TWO (2) coaches and TWO (2) housing supervisors only.

<u>VEGETARIAN PROGRAM AND DIETARY OPTIONS</u>: The Contractor will strive to accommodate the preferences of all students. Our on site manager will work with the various student groups to build and maintain a vegetarian program and work with the food service committee towards various dietary options for the students and staff of the college.

<u>SPECIAL SERVICE MEALS</u>: The Contractor will offer pre-game meals for athletic events or any other departmental events. This meal will be served at no charge, in lieu of regularly scheduled meal for the resident student. Additional non-contract students will be served at the casual meal rate or a negotiated price.

STUDENTS ON TOUR: Fresh fruit, fruit juices, canned soda, and snacks will be offered with box lunches to resident students on athletic trips or any other college sponsored trip, at no charge to the Client, in lieu of regular meal. Box lunches will also be available, upon advance request, for contract students leaving campus on vacation breaks, or at times when they have class or activity related conflicts with meal schedules.

FOOD AND SUPPLY PURCHASING: The Contractor will give maximum privileges to any vendor or purveyor

with whom the College is currently doing business and with whom the College wishes to continue a business relationship.

RECIPROCAL MEAL SERVICE: Any contract student visiting another campus whose food service is managed by the Contractor will be offered meal service, at no charge, upon valid identification of their participation in food service at College.

<u>NUTRITIONAL VALUE</u>: The Contractor will provide nutritional value for menu items. Each meal we will post a complete menu with corresponding nutritional values. Values addressed will be for fat, protein, carbohydrate and caloric content of each value.

13. PRICING AND CHARGES

<u>Snack Bar</u>: The Contractor will establish, with the consent of the College, a portion and pricing structure for all items sold in the snack bar. Any changes in portions or prices must be approved by the College in advance.

Meal Plans: The Contractor will bid proposed meal plan charges for the initial year to the College in this proposal. Meal plan charges may be increased on an annual basis by the successful Contractor for inflation in an amount up to four (4%) percent by requesting such in writing to the College. Notice of any cost increases in the meal plans must be done by March 1.

<u>Cafeteria</u>: Cash "walk-in" prices will be established and adjusted periodically by mutual agreement between the Contractor and the College.

<u>Catering</u>: The Contractor will develop a catering service manual, for approval by the College, that establishes catering and conference rates, catering services (various linen tablecloths and napkins, linen costs, silverware availability, silverware costs, table and seating configurations, etc.) offered to the College and facility users. Catering prices may be renegotiated annually between the College and the Contractor.

14. CLEANING AND SANITATION

Cleaning and sanitation responsibilities will be divided as described in Attachment "A" of this document. It is the College's intent to continuously monitor the level and quality of cleanliness and sanitation in the food service areas operated by the Contractor. Negligence in these matters on the part of the Contractor will be deemed a violation of the contract. The Contractor shall immediately notify the College of all health inspections and shall provide copies of the resulting findings and recommendations received from authoritative agencies immediately upon receipt by the Contractor.

15. SIGNS

The Contractor shall clearly display menu boards which shall be in locations approved by the College and observable by patrons approaching the serving lines. Such boards shall list the items of food and the prices thereof. No other signs or advertising shall be posted on the College's property without prior approval.

16. INSURANCE REQUIREMENTS

The Contractor shall at its own expense obtain and maintain in force at all times the following coverages and limits specified below. Insurance shall be written by companies acceptable to the College and authorized to transact business in New Mexico. Annually, upon renewals, the Contractor shall provide certificates of insurance evidencing the coverage limits below, and naming New Mexico Junior College as an additional insured.

Commercial General Liability To include bodily injury And property damage. \$1,000,000 Per Occurrence \$3,000,000 Aggregate

This policy MUST INCLUDE PRODUCTS LIABILITY COVERAGE with at least the above limits.

Auto liability (include non-owned and hired)

Bodily injury and property damage

\$1,000,000 C.S.L. (Combined Single Limit)

Employer's Liability

\$1,000,000 Per Occurrence

Workers Compensation

Statutory limits, as provided by New Mexico law.

Must include a waiver of subrogation on workers compensation in favor of New Mexico Junior College.

17. COST OF OPERATION

The Contractor shall operate on its own credit accounts and its own expense. All incoming shipments of foodstuffs and supplies shall be to the Contractor, and under no circumstances may any shipments be charged to the College. All costs and arrangements in transporting items for the performance of catering functions shall be the sole responsibility of the Contractor.

18. UTILITIES AND MAINTENANCE

The College shall furnish all utilities for the operation. However, the College does not guarantee an uninterrupted supply of utilities, except that it will be diligent in restoring service if within the control of the College to do so. The College shall not be liable for any loss, damage, or expense to the Contractor which may result from such power interruption.

The College shall maintain all food service equipment. The Contractor shall request equipment maintenance and repairs from the College's Director of Physical Plant. Pest control services shall be the responsibility of the College.

19. RELATIONSHIP OF THE PARTIES

The relationship of the Contractor to the College shall be that of an independent contractor.

The Contractor will hire and oversee an experienced resident manager for the performance of the services provided by these specifications. The Contractor should clearly indicate the experience requirements and suggested credentials of proposed managers appropriate for the New Mexico Junior College account within its proposal.

The Contractor shall require its employees to conduct themselves in a professional and respectful manner at all times, and in compliance with the College's policies and procedures. Contractor employees shall be clean and dressed in uniforms with identifying nametags. Contractor employees shall address students and patrons with respect at all times.

Contractor shall require all of its employees to undergo health examinations no less than annually and to comply with all health regulations.

20. ACCOUNTING PROCEDURES AND REPORTING

The Contractor shall maintain strong internal controls over cash operations through mandatory usage of cash registers, computerized tracking, etc. The Contractor shall afford the College inspection of all accounting books and computer maintained records pertaining to the operation upon request.

The Contractor shall automatically submit budgets to the College and monthly operating statements within fifteen (15) working days after the close of the monthly period. Monthly operating statements shall itemize all sources of revenues and expenditures in sufficient detail to afford standard analysis of the operating performance. Contractor shall also provide the College with monthly aging reports of invoices due to Contractor for each College department.

Along with monthly opening statements, the Contractor shall furnish a detailed itemization of all food service catered events for the month, including counts of people served.

21. ACCESS TO THE FACILITIES

The College shall have complete access to the food service areas at all times in order to evaluate the Contractor's performance under the terms of the contract, and to inspect for cleanliness.

22. EQUIPMENT AND CHINA INVENTORY

The Contractor shall be responsible for the safekeeping of all food service equipment and china owned by the College. The College's business office and physical plant's inventory control specialist periodically will conduct a physical inventory of all food service equipment and china. Any theft or loss of such equipment or china shall be immediately replaced. The College and the Contractor shall share the cost of replacement china ware on a 50% by 50% split only. The College will stock the chinaware inventory only. No equipment or china shall be removed from the immediate food services facility by any employee of the Contractor without prior written consent by the Vice President of Finance.

23. ASSIGNMENT OF CONTRACT

The contract shall not be assigned in whole or in part, nor transferred directly or indirectly without prior written consent of the College.

24. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the College, its agents and employees, from and against any and all claims, demands and actions or causes of action of any nature whatsoever arising out of or by reason of the execution or performance of the duties and obligations of the Contractor under the terms of the contract.

FOOD SERVICES FOR NEW MEXICO JUNIOR COLLEGE

EVALUATION OF PROPOSALS

The award will be made to the responsible bidder whose proposal is judged to offer the most advantages to the College. Proposals will be rated on a 100-point system weighted as follows:

	be a property of the property	
1.	Length of time and extent to which Contractor has been in continuous successful business in the food service/management business	10
2.	Evidence of the Contractor's successful and satisfactory operation at other community colleges, student unions or similar facilities (Please include a reference list)	20
3.	Ability to provide quality food products and services to the College's students, faculty, staff, and community patrons	30
4.	Evidence of strong internal and accounting controls and timely performance reports to be submitted to the College	he 10
5.	Ability to provide a reasonable pricing structure and comprehensive financial plan of operation	<u>30</u>
	TOTAL	<u>100</u>

REQUEST FOR PROPOSALS #55

ATTACHMENT "A" RESPONSIBILITY CHECKLIST

DESCRIPTION	CONTRACTOR	COLLEGE
OPERATIONS & MAINTENANCE:		
Computers, software and printers	x	
Food purchases and vendor relations	X	
Office supplies/postage/office equipment/software	X	
Employee training	X	
Employee wages/benefits/physicals/workers compensation	X	
Telephone – local access		X
Telephone – long distance	X	
Laundry	X	
China replacement	X	X
(Contractor and College will share equally in rep	lacement value 50% / 50%)	
Small wares replacement		x
Cleaning/dishwashing supplies	X	
Menu printing/graphics/duplicating	X	
Kitchen paper/plastic ware	X	
Marketing/merchandising materials	X	
Promotions	X	
Business licenses and permits	X	
Operational equipment purchases		X
Operational equipment repairs (maintenance)		X
Utilities		X
Painting		X
Pest control		X
Uniforms and nametags	X	A
Garbage disposal to exterior receptacles	x X	
Garbage removal from exterior receptacles	A	X
Vendor contracts	X	А
4.	A	
CLEANING RESPONSIBILITIES:		
Kitchen		
Floors	X	
Walls	X	
Equipment	X	
Refrigerators & Freezers	X	
Vents	41	X
Ceiling		X
Duct work		X
Light replacement		X
B abuncament		A

REQUEST FOR PROPOSALS #55

ATTACHMENT "A" (continued) RESPONSIBILITY CHECKLIST

DESCRIPTION	CONTRACTOR	COLLEGE
Receiving Area		
Pick-up / spot mop	X	
Daily cleaning	X	
Storage Areas		
Floors	X	
Walls	X	
Ceiling		X
Shelving	X	
Cafeteria and Snack Bar Line Areas		
Serving line / equipment	X	
Serving line walls	X	
Serving line floor / tile	X	
Ceiling		X
Dining Areas		
Furniture	X	
Equipment	X	
Floors		X
Windows / walls		X
Ceiling		X

CONFIRMATION REPORT - MEMORY SEND

: FEB-15-01 14:07 Time

Fax number: 5053922526 Name : NMJC 505 392 2526

Job

: 714

Date

: FEB-15 10:31

Τo

9--3923221

Doc. pages

06

Start time

: FEB-15 10:31

End time

: FEB-15 10:37

Pages sent

: 06

Job:714

*** SEND SUCCESSFUL ***

NEW MEXICO JUNIOR COLLEGE

OFFICE OF THE PRESIDENT

5317 Lovington Highway • Hobbs • New Mexico • 88240



505/392-5018

FAX 505/392-2526

Date: February 15, 2001

Total # of pages including cover sheet: 6

To: Monty Newman

Recipient Fax: 505/392-3221

From: Jerri Shields

Memo: Sorry about that. I am sure glad you caught that! I will have Dr. McCleery call you when he gets in. See you this afternoon.