



**RIO RANCHO PUBLIC SCHOOLS
PURCHASING DEPARTMENT
500 LASER RD NE
RIO RANCHO, NEW MEXICO 87124**

**Request For Proposals Number: RFP No. 2018-019–SEC
TITLE: School Security Vehicle Patrol Services**

**Submittal Due Date: May 29, 2018
Time: 2:00 PM (MT)**

Rio Rancho Public Schools (“RRPS”) is seeking to establish a price agreement for School Security Vehicle Patrol Service. (*Dependent upon available funding*)

All interested parties are strongly encouraged to submit a proposal for the services identified within this Request for Proposals (RFP). Please carefully read all instructions, specifications, terms and conditions. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in your offer submittal being classified as unresponsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

PROPOSAL SUBMITTALS

Proposal submittals must be submitted to the submittal address identified in ink or typed and corrections must be initialed. Proposal submittals must be in a sealed envelope and must be clearly marked with the RFP Number and Opening Date (see Submittal Due Date above) in the lower left hand corner. Failure to mark the sealed envelope may result in the offer submittal being opened early or being declared non-responsive.

Contact Person:

Michael P. Madrid CPPB, CPO
Fiscal Agent
Rio Rancho Public Schools
Purchasing Department
500 Laser Road NE
Rio Rancho, New Mexico 87124
e-mail: michael.madrid@rrps.net

CONTACT INFORMATION

Any inquiries or requests regarding this procurement should be submitted to the Procurement Office in writing. Please be advised that other RRPS employees do not have the authority to respond on behalf of RRPS.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

Rio Rancho Public Schools (RRPS) is requesting proposals for design Professional Services to perform Architectural Design Services on an as required basis. All potential offerors are encouraged to read this request for proposals carefully, especially mandatory requirements.

B. PROJECT CONTACTS

For questions regarding the selection process:

Michael Madrid CPPB, CPO
Purchasing Agent
500 Laser Road, NE
Rio Rancho, New Mexico 87124
(505) 896-0667, Ext. 51143
michael.madrid@rrps.net

C. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this request for Proposal (RFP), including appropriate abbreviations.

“RRPS Board of Education” is governed by a five member elected board that sets policy and approves the annual budget. The board also hires the RRPS Superintendent who oversees the operations of the district. The RRPS Board approves all architectural and contractor selections.

“Award of Contract” shall mean a formal written notice by the District that a firm(s) has/have been selected to enter into a contact for services.

“Contract” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Contractor” means successful Offeror awarded the contact.

“Determination” means the written documentation of a decision of the Selection Committee, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“District Representative” is the individual who is an employee of the school district, named in this Agreement, with the authority to act for RRPS with respect to this Agreement unless otherwise specifically noted.

“Entity” means the District for the purposes of Section 13-1-120(B)(6), NMSA 1978; Evaluation Criteria; and is the entity requesting proposals.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“Owner” is the Board of Education of the Rio Rancho Public Schools (RRPS).

“Proposal” is the Offerors response to this RFP.

“Request for Proposals” or “RFP” means all documents, attached or incorporated by reference, used for soliciting proposals.

“Resident Business” or “Resident Contractor” means an entity that has a valid resident certificate issued by the NM Taxation and Revenue Department pursuant to Section 13-1-22 NMSA 1978.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the proposal.

“Responsive Offer” or Responsive Proposal” means an offer or proposal, which conforms in all material, respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to quality, quantity or delivery requirements.

“Selection Committee” means a body constituted in accordance with Section 13-1-121 NMSA 1978 to perform the evaluation of Offeror proposals.

“User” means the school district staff occupying the facility or facilities, for which a project is being designed.

“User contact” is the person designated by the District to speak on behalf of the staff concerning the scope of work and programming requirements for the project.

The terms **“must,” “shall,” “will,” “is required,” or “are required”** identify a necessary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal.

The terms **“can,” “may,” “should,” “preferably,” or “prefers”** identifies a desirable or discretionary item or factor. Failure to comply with such an item or factor may result in the rejection of the Offerors proposal. Rejection of the proposal will be subject to review by the Selection Committee and the final decision or rejection will be made by the Committee Chairman.

D. BACKGROUND INFORMATION

Rio Rancho Public Schools was founded in 1995 and is the third largest school district in New Mexico with 2,340 staff members. Enrollment, as of December of 2015, includes 17,227 students across 19 schools (1 preschool, 10 elementary schools, 4 middle schools and 3 high schools and 1 district office). District enrollment growth is currently flat; the district anticipates opening one additional elementary school in the next five years.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement, describes the major procurement events, and the conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Estimated Date</u>
1.	Advertisement	May 13, 2018
2.	Issue RFP http://rrps.net	May 14, 2018
3.	Non-Mandatory Pre-Proposal at Rio Rancho Public Schools – District Office, 510 Laser Rd NE, Rio Rancho, NM 87124	May 22, 2018 @ 10:00 a.m.
4.	Deadline To Submit Additional Questions	May 23, 2018 @ 2:00 p.m.
5.	Response to Written Questions/RFP Amendments/Addendum will be posted on the Procurement Website http://rrps.net (If Required)	May 25, 2018
6.	Submission of Proposal	May 29, 2018 @ 2:00 pm
7.	Proposal Evaluation	TBD
8.	Multiple Award	TBD
9.	Pre-Interview meeting (If required)	TBD
10.	Notice of Finalists (If required)	TBD
11.	Interviews with Finalists (If required)	TBD
12.	Notice of Award	TBD
13.	Contract Negotiations	TBD
14.	RRPS School Board Approval	TBD

B. EXPLANATION OF EVENTS

1. **Issue of RFP** - This RFP is being issued by the District in accordance with the provisions of Sections 13-1-120 and 13-1-121 NMSA 1978.
2. **Deadline to Submit Additional Questions/Clarifications/Site Visits** - Potential Offerors **may** submit additional written questions as to the intent or clarity of this RFP until close of business on the date specified in the Sequence of Events. All written questions **must** be sent by email and addressed to the Purchasing Agent. Between the time of issuance of the

RFP and the submission deadline, prospective Offerors are encouraged to call the District Representative concerning any questions about the scope of the project or the RFP schedule.

Prospective Offerors are also encouraged to visit with the District Representative. After the proposal submission due date, the Offerors are not allowed any contact with the district representative.

3. **RFP Amendments/Addendum** Should an amendment/addendum to this RFP be deemed necessary between the issuance of the RFP and the proposal submission deadline, it will be posted on the Procurement Website <http://rrps.net>. The form **must be downloaded by the offeror** signed by the Offeror's representative, and included with the response to this procurement. Please refer to the sequence of events section for an exact date when the amendment/addendum would be posted.

4. **Submission of Proposals**

ALL OFFEROR PROPOSALS **MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PURCHASING AGENT OR DESIGNEE NO LATER THAN 2:00 PM MOUNTAIN DAYLIGHT TIME ON May 29, 2018. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to:

Agency: Rio Rancho Public Schools
Name: Michael Madrid CPPB, CPO
Title: Purchasing Agent
Address: 500 Laser Rd., NE
Rio Rancho, NM 87124
Telephone: 505-896-0667
Email: michael.madrid@rrps.net

Proposals must be sealed and labeled on the outside of the package to clearly indicate a response to the Professional Architectural Services RFP. Proposals submitted by facsimile or other electronic means will not be accepted. A public log will be kept of the names of all Offerors. Pursuant to section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors during the negotiation process.

Proposals will be reviewed, for completeness and compliance with requirements, by the Purchasing Agent, or designee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination and the method of protesting that Determination.

5. **Proposal Evaluation/Short listing** - The evaluation of proposals will be performed by the Selection Committee appointed by Rio Rancho Public Schools management. During this time, the Purchasing Agent may initiate discussion with Offerors who submit proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

It is at the Selection Committees sole discretion to hold interviews with the firms with the highest scored proposals. The Selection Committee may award the selection based on results of the short listing. If fewer than three proposals are received the Selection committee may recommend an award or direct that the RFP be reissued.

6. **Multiple Awards** – If the Selection Committee makes a determination that interviews are to be held, or that no interviews will be held depending on the solicitation, the District reserves the right to award a contract to more than one Offeror based on technical expertise, capabilities, or capacity to perform the work within the timelines required for the work to be accomplished.

The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to RRPS, taking into consideration the specified evaluation criteria and/or any other pertinent factors. RRPS reserves the right to waive technical irregularities in the form of the bid or proposal of the low bidder or offeror which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid or offer. RRPS shall provide a written determination showing the basis for the award, which shall become a permanent part of the procurement file.

The contents of any proposal shall not be available to competing offerors or any other person without a lawful interest during the negotiation process or until the contract is awarded. Upon award, unless exempted under the confidentiality provision, all proposals are open and available for public inspection.

The schedule of payment will be as agreed upon during final negotiations or upon receipt of good/service as applicable. All proposals will be considered valid for a period of 90 days unless otherwise stated by the offeror.

Once awarded, any contract issued as a result of this solicitation will be the final expression of the agreement between the parties and may not be altered, changed or amended except in writing. The contract between RRPS and the successful offeror shall be deemed to contain the terms and conditions of this request for proposal, unless expressly stated otherwise in writing.

Any offeror who is aggrieved in connection with an award or any other procurement action may protest to the Rio Rancho Public Schools Procurement Division. The protest shall be submitted in writing within fifteen (15) calendar days after the facts or occurrences giving rise thereto.

7. **Pre-Interview Meeting (If Required)** – Included, with the notice to firms selected for interview, will be a notice of date and time for the pre-interview meeting. The pre-interview meeting may be held by the District Representative, to answer questions from the short listed firms about the interview process. Also, at the Pre-Interview meeting, the Selection Committee may issue, through the District Representative, the list of prepared questions to be addressed by the firms at the interview. These questions are the basis of scoring by the committee.

8. **Notice of Finalists** – Each responsive Offeror will be notified in writing as to the results of the short listing. This notice will include the overall scores awarded by the Selection Committee for all proposals submitted and will note firms selected for interviews. In general, the Selection Committee attempts to mail notices two weeks prior to the interview date. A public log will be kept with the names and overall scores of all Offerors short listed for interviews.
9. **Interviews with Finalists** – For those proposals selected for interview, notices to finalists will include the interview date and time. Interviews are generally held at the office of the District. The interview location may be changed at the discretion of the Selection Committee. Scoring for the interview will be based on responses to questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points. The points will be equally divided between the prepared questions and points will be allocated by each member. Each member’s point totals will be totaled together to determine the overall scoring of firms for the interview.

The firm(s) with the highest combined scores from shortlist and interview (if held) may be awarded the selection.

10. **District Rights** - The District may reserve the right to make multiple awards depending on the expertise, technical capabilities or capacity of the offeror(s) to perform the work within the timelines required for the work to be accomplished.

The district reserves the right to assign projects.

11. **Notice of Award** – The District will notify finalists in writing of the final award(s). This notice will include the interview scores of firms and final combined scores for the project award(s). At this time, all proposals that were submitted are open for public inspection for a period of 30 days after the award.
12. **Contract Negotiations** – The Owner and the successful Offeror(s) will begin contract negotiations as soon as possible after notice of award. DESIGN PROFESSIONAL fees are determined during contract negotiations and depend on such factors as project size and complexity as related to the approved DESIGN PROFESSIONAL Rate Schedule. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm and begin negotiations with the next highest scored firm based on final scoring.
13. **RRPS School Board Approval** – The award is not final until approved by the RRPS School Board.

C. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process and conditions under which this RFP is issued and conditions concerning how the project will be completed

1. **Protest Deadline** - Any protest by an Offeror must be in conformance with 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15)-day protest period for responsive Offerors shall begin on the day following the contract award and will end as of 5:00 PM MDT on the fifteenth (15) calendar day following the agreement award. Protests must be written and must include the name and address of the Protester and the request for the solicitation number(s). It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Director. The protest must be delivered to the following address

Name Michael Madrid, CPPB, CPO
Title Purchasing Agent
Address: Rio Rancho Public Schools
 500 Laser Road, NE
 Rio Rancho, NM 87124
Telephone: (505) 896-0667, Ext 51137
E-Mail: michael.madrid@rrps.net

Protests received after the deadline will not be accepted.

2. **Incurring Cost** - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. **Subcontractors** - All work that may result from this procurement must be performed by the offeror for payments will only be made to the offeror. Use of consultants identified in the proposal is permitted, but since the award is made on a quality-based evaluation process, subcontracting of work is not acceptable.
4. **Amended Proposals** – An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. District personnel will not collate or assemble proposal materials.
5. **Offeror's Rights to Withdraw Proposal** - Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative(s) addressed to the Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

6. **Disclosure of Proposal Contents** - The proposals will be kept confidential until Contracts are awarded by the RRPS Procurement Department. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Confidential data are normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Rio Rancho Public Schools Purchasing Manager shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

7. **Termination** - This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the Procurement Department determines such action to be in the best interest of the Rio Rancho Public Schools.

RRPS may by written notice cancel contract for contractor’s default in whole or in part, at any time contractor refuses or fails to comply with the provisions of the contract, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or to perform the service(s) within the time specified or any written extension thereof. In such event, RRPS may purchase of otherwise secure item(s) or service(s) and, except as may be otherwise provided; contractor shall be liable to RRPS for any excess costs occasioned thereby.

If after notice of cancellation for default, RRPS determines that the contractor was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the contractor, cancellation shall be deemed for the convenience of RRPS, unless RRPS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet requirements.

RRPS may by written notice stating the extent and effective date, cancel the contract for convenience, in whole or in part, at any time. RRPS shall pay contractor as full compensation for performance until such cancellation (1) the unit or prorated price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by contractor as approved by RRPS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total contract price.

If RRPS determines that contractor has been delayed due to causes beyond the control and without the fault and negligence of the contractor, RRPS may extend the time for completion when promptly applied for in writing by the contractor. Sole remedy of contractor in event of delay by failure of RRPS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. Contractor is defined as the contractor and any sub-contractors at any tier.

8. **Sufficient Appropriation** – Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The Owner’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If determination is made that there is insufficient funding to continue or finalize a project, the contractor will be compensated to the level of effort performed, as authorized by the Owner prior to that determination.

9. **Standard Contract** – The Owner will use the RRPS document agreement between Rio Rancho Public Schools and the Design Professional.

10. **Offeror Qualifications** - The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in 13-1-83 and §13-1-85 NMSA 1978.

11. **Right to Waive Minor Irregularities** - The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all responding Offerors failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

12. **Notice** - The Procurement Code, 13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

13. **Release of Information** – Only the Owner is authorized to release information about projects covered by this RFP. The Offerors must refer to the Owner any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

14. **RECORDS, STATUTES** – Records shall be maintained by the successful Offeror as required by applicable municipal, federal or state laws, ordinances, codes, and any contract arising from this solicitation. At any time during normal business hours and as may be deemed necessary, there shall be made available to RRPS for examination all of contractor’s records relevant to this or any subsequent agreement. RRPS may audit, examine and/or make excerpts or transcripts from such records including but not limited to

invoices, materials, payrolls, records of personnel, conditions of employment or any other such data as may be pertinent.

The proposal and any subsequent contract are to be governed by the laws and statutes of the state of New Mexico. Any provision required to be included in a contract of this type by an applicable valid executive order, federal, state, or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. **INDEMNIFICATION** – Offeror agrees to defend, indemnify, and hold harmless RRPS and its officials, agents, and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any services performed by the contact under this agreement.

16. **CONFLICT OF INTEREST** – Offeror warrants that he/she or other members of proposed project team has no interest, and shall acquire no interest, which would directly or indirectly conflict in any manner or degree with the performance of this proposal. No person or selling agency may be employed or regained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fid employees or bona fid established commercial or selling agencies maintained or utilized by offeror for the purpose of securing business. For violation or beach of this warrant, RRPS shall have the right to annul this contract without liability or, at its discretion, to deduct price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

In signing this proposal the offeror certifies that he/she has neither directly nor indirectly entered into action in restraint of the fee competitive process in connection with this solicitation.

Procurement Code, Sections 13-1-21 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 kick-backs.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Only one proposal may be submitted by each individual entity for the project(s), which is the subject of this RFP.

B. NUMBER OF COPIES

Offerors shall provide one original (1) and five (5) identical copies one (1) digital copy of their proposal to the location specified in Section II, paragraph B, and one digital copy on or before the close date and time for receipt of proposals.

C. PROPOSAL FORMAT (The following items are not counted against the 20 Page limitation)

- Front cover (blank on back side)
- Submittal Letter (one page maximum)
- Table of Contents page (one page maximum)
- Divider Pages (See Sections Below)
- Completed Campaign Contribution Disclosure Form (Provided at the end of this RFP)
- Resident Veterans Preference Certification (provided at end of this RFP)
- Certificate(s) of insurance
- Conflict of Interest and Debarment /Suspension Certification Form (provide at end of this RFP)
- Offeror Information Signature Page
- Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Divider Pages are noted herein. The Selection Committee will score proposals based on these Sections. A more detailed description and points assigned to each Section is provided under V. EVALUATION.

- | | |
|-----------|---|
| Section 1 | Business Profile |
| Section 2 | Capacity and Capability |
| Section 3 | Past Record of Performance |
| Section 4 | - Attachments |
| | - Insurance Certificate must be provided |
| | - Campaign Contribution Disclosure Form must be provided |
| | - Resident or Veterans Resident Certificate must be must be provided (A COPY OF ANY AND ALL CERTIFICATES IS REQUIRED TO RECEIVE POINTS) |
| | - Conflict of Interest and Debarment/Suspension Certification Form |
| | - Offeror Information Signature Page |

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE – SHALL BE COUNTED TOWARDS THE 20 PAGE MAXIMUM.

Any proposal deemed non-conforming by the Selection Committee Chairman in regard to format will be considered non-responsive. Offerors shall contact the District Representative to clarify any questions concerning format prior to submission.

1. **Proposal Organization** - All pages should be numbered except for those specifically excluded as noted above. All foldout pages shall be counted as two (2) pages and should be numbered as such. Proposals should be organized in the same order as the evaluation criteria. Tabs for each evaluation criteria, Section 1 through 7, are helpful.

2. **Submittal Letter** – Each proposal must be accompanied by a submittal letter. The submittal letter (the following information will be required in order to contract for the project(s)) should:
 - a. Identify the submitting business, including valid resident certificate number (copy of certificate is required);
 - b. Identify name and title of the person(s) authorized by the company to contractually obligate the business for purposed of this RFP ;
 - c. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP;
 - d. Be signed by a person authorized to contractually obligate the Offeror;
 - e. Acknowledge receipt of any and all amendments to this RFP;
 - f. Contain a statement indicating a commitment to comply with all requirements of the Americans with Disabilities Act as currently required for work performed as a result of this RFP;
 - g. If a joint proposal, contain a statement indicating the percentage of services to be completed by the nonresident business based on the dollar amount of the fee proposed in Section IV and;

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

After Hour Campus Security Vehicle Patrol

Nighttime Vehicle Patrol works from 9:00 pm until 5:00 am, year round Monday through Sunday. The scope of work for Vehicle Patrol is to provide one (1) security officer, in a security vehicle provided by the contractor, to patrol RRPS District Office, Rio Rancho High School, Sue Cleveland High School, Independence High School (1) one to (2) two times each shift. Rio Rancho Middle School, Eagle Ridge Middle School and Lincoln Middle School (1) one time each shift. Security Vehicle Patrol will also be required to patrol as many of the other RRPS properties to include RRPS Cyber Academy, Rio Rancho Elementary, Martin Luther King Elementary, Maggie Cordova Elementary, Puesta Del Sol Elementary, Ceilo Azul Elementary, Colinas Del Norte Elementary, Enchanted Hills Elementary, Sandia Vista Elementary, Mountain View Elementary and Vista Grande Elementary that time allows within the assigned shift. Or as assigned by the RRPS Director of Security.

In addition to the above patrol requirements vehicle patrol will also require security officers to respond to alarms, or responding to calls for service as dispatched by the Alarm Monitoring Station.

Daytime / Evening Weekend Security Vehicle Patrol:

Dayshift/Evening hours worked 5:00 am to 9:00 pm Saturday and Sunday. The scope of work for weekend daytime/evening shifts security vehicle patrol is to provide one (1) security officer, in a security vehicle provided by contractor, to patrol RRPS District Office, Rio Rancho High School, Sue Cleveland High School, Independence High School (1) one to (2) times each shift. Rio Rancho Middle School, Eagle Ridge Middle School and Lincoln Middle School (1) One time each shift. Security Vehicle Patrol will also be required to patrol as many of the other RRPS properties RRPS to include Cyber Academy, Rio Rancho Elementary, Martin Luther King Elementary, Maggie Cordova Elementary, Puesta Del Sol Elementary, Ceilo Azul Elementary, Colinas Del Norte Elementary, Enchanted Hills Elementary, Sandia Vista Elementary, Mountain View Elementary and Vista Grande Elementary that time allows within the assigned shift. Or as assigned by the RRPS Director of Security. In addition to the above patrol requirements, vehicle patrols will also require security officers to respond to alarms, or responding to calls for service as dispatched by the Alarm Monitoring Station.

At a minimum, all shift vehicle patrols will drive onto the school property, survey the area, get out of the vehicle to check if doors are locked, look for damage such as broken windows, ruptured water lines, graffiti, signs of unauthorized entry etc. Security Officer will make contact with persons on the property after hours, determine if their presence is authorized, and notify supervisors, or the authorities, when unauthorized persons are found on school property. Security Officer will also notify a supervisor or authorities when irregular conditions are discovered i.e. forced entry into structures, vandalism, broken utilities, etc. Security Officers will document irregular conditions on an incidents report.

Uniforms and equipment:

The Contractor will be required to provide its own uniforms and equipment to the staff on duty cell phone. Security personnel shall wear uniforms at all times when performing services pursuant to the agreement between the District and the Contractor. The Contractor will be required to provide a full marked security vehicle and identifiable as such vehicle. Contractor(s) vehicle must have a clearly marked security. The vehicle must have the name and phone number of the company clearly displayed on the vehicle in use. Security Officers will not carry weapons, repellents or restraints of any kind, including but not limited to handcuffs, repelling liquid sprays, knives, batons, tasers, or firearms. Any weapons used by the security officers must be agreed upon by both the District and the Contractor and must be added in addition to the Security work agreement contract.

Security Responsibilities and Conduct:

Security will patrol all key post locations through the RRPS District. Security Officers will respond to all alarms in a timely manner, driving responsibly and safely within all traffic ordinances. At the location of the alarm, the security officer will investigate the cause of the alarm notify a supervisor or authorities when appropriate, and complete a report agreed upon by Contractor and the Director of Security. Professionalism is key to the success of security officers patrolling the schools. Therefore, Security officers are expected to be neatly groomed, dress in appropriate uniform, and interact with staff, students and guests in a mature, respectful manner that reflects favorably on Rio Rancho Public Schools. It is inevitable security officers will encounter students, staff of guests during highly charged emotional events. All security officers are expected to utilize the de-escalation techniques on which they have been trained. Security personal will avoid spending working time in non-productive activities.

Reports:

Security Officers will be required to complete detailed reports documenting serious incidents such as all alarms (fire alarms, motion detection, force entry, failure to close). Security personnel will also report all and any type of building or property damages, or trespassing to any of the facilities. The reports must be completed by the end of the security officer's scheduled shift. At a minimum, the report must contain the date and time of the incident, observations of the security officer, the nature of the incident, the name's or descriptions of those involved and the action of the security officer. Information documented by security officers in all reports must be factual, nonbiased, comprehensive, and accurate. Security officers who are not fulfilling these requirements may be replaced at the request of the Director of Security. In addition to incident reporting, security officers will be required to document and report any unsafe condition (facility, grounds, streets, ect.) to their area supervisor or the director of security who will forward this information to the affected school principal or designee.

Background Investigation:

Security officers will be required to pass a background investigation, approved by PED, at the expense of contractor.

Records:

Contractor will be required to maintain time records.

Payment:

Payment will be made every two weeks.

Billing:

Invoices shall have complete information such as purchase order number, dates of services, itemized cost, and itemized accounting to hours worked and any other back up information to support the billing. Invoices will be submitted every two weeks to the Director of Security.

References:

Submit three (3) local references where you have provided installation services with your bid.

Contractor:

Shall comply with the Rio Rancho Living Wage Ordinance for services provided in the Rio Rancho Public School District.

Shall comply with government (federal, state, city, county, etc.) rules, and regulations Including Megan’s Law.

Shall carry at his/her own expense applicable insurances including liability for any injuries that may occur while providing security service to the District.

Status of contractor:

The Contractor, his agent and employees shall be independent contractors performing security services for the RRPSD.

B. SPECIFICATIONS

1. **Submittal Letter** – Proposals must include a submittal letter and should include all the information identified in Section III.C.2
2. **Format** – Comply with requirements of Section III

C. BUSINESS INFORMATION

1. **Staff Role** – The Owner will assign staff, as it deems necessary.

V. EVALUATION

A. EVALUATION CRITERIA

IMPORTANT: Offeror needs to ensure that the response provided addresses the six evaluative areas including proximity to or familiarity section four. The response should identify working knowledge and experience with RRPS standards.

1. **Short listing** – A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. A resident business, pursuant to Section 13-1-22 NMSA 1978, shall be awarded the equivalent of five percent of the total possible points to be awarded. When a joint proposal is submitted by both resident and nonresident business, the resident preference shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the fee proposed in Section IV that will be performed by a nonresident business. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are as follows:

	Factor	Points
1.	Business Profile and technical competence of the business, including a joint venture or association, regarding the type of services required	20
2.	Capacity and capability of the business to perform the work	20
3.	Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules	20
4.	Pricing	40
ATTACHMENTS		
	Insurance certificate	
	Project Listing Form must be provided	
	Campaign Contribution Disclosure Form	
	Resident or Veterans Resident Certificate Must be provided	
	Conflict of Interest and Debarment/Suspension Form	
	Offeror Information Signature Page	
	Total Points without Oral Presentation/Interview	100
	Total (100 Points with Oral Presentation/Interview if required)	200

2. **Interview** – Approximately 100 points are possible in scoring each interview for this RFP. The selection Committee will provide at the pre-interview meeting, a list of questions relevant to the project. These questions shall be addressed by the firms at the interview. Each question will carry equal point value. The interview will allow time for a question and answer session in response to the prepared question.

B. SHORT LIST EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each separate category.

1. **Business Profile/Specialized Design** – Provide information about the firm’s specific technical experience to successfully complete this procurement. Demonstrate the successful aspects of past experiences and the corresponding applications to the proposed scope of work.
2. **Capacity and Capability** - Provide information about the business that demonstrates the ability to provide sufficient professional competence, meet time schedules and administration requirements. Indicate the relationship of the work in this RFP to the firm's other current workload. Indicate key team members and their specific roles, experience and background. Demonstrate or indicate team organization and working relationships. Other items could include references from clients, financial institutions and insurance carriers.
3. **Past Record of Performance** - Demonstrate through historical documentation that the firm has the ability to meet schedules, and program goals. References from past clients can be included.
4. **Pricing** – Provide a pricing format which indicates an hourly rate for services identified in this RFP.

C. EVALUATION PROCESS

1. **Notice of Non-Responsiveness** – For any proposal submitted which is deemed non-responsive, the Offeror will be notified in writing of such determination and the method for protesting the determination.
2. **Selection Advisory Committee** – All committee members will be in attendance at all meetings. In the event of the unforeseen resignation of a committee member due to illness or other extenuating circumstances, the Selection Advisory Committee reserves the right to replace that individual with an appropriate designee or to continue with the remaining members only. The full committee will be maintained unless the process has evolved beyond the point where a designee could reasonably recover full knowledge of the prior proceedings. In this event, selection will be based upon the scores of the remaining members.
3. **Short listing Meeting** – The Selection Committee established by Section 13-1-121 NMSA 1978 will meet to review the proposals. The Selection Committee will review each Offeror’s proposal. Points will be allocated as outlined in Section V.A. and B. of this RFP, by each

member of the committee. Each member's point totals will be combined to determine the Selection Committees overall scoring of the firms. If more than three proposals are submitted, it is the general practice of the Selection Committee to hold interviews with the three high-scored proposals.

4. **Notice of Finalists** – Each responsive Offeror will be notified in writing whether their proposal has been short listed. In general, the Selection Committee attempts to mail notices two weeks before the interview date. A public log will be kept of the names and scores of all Offerors short listed for interviews.
5. **Pre-Interview Meeting with Finalists** – the pre-interview meeting will be held by the District Representative to answer questions from the short listed firms about the interview. In addition, the Selection Committee shall issue, through the District Representative, to the short listed firms a list of prepared questions to be addressed at the interview. The prepared questions will be the basis of scoring at the interview.
6. **Interviews with Finalists** – For those firms included in the interview, notice of finalists will include the interview date and time as well as the date and time for the pre-interview meeting. Interviews are generally held at the District Office, unless otherwise scheduled at the discretion of the committee. Scoring for the interview will be based on responses to the questions presented at the pre-interview meeting. Interview scoring will total approximately 100 points, equally divided between the prepared questions. Points will be allocated, by each member. The individual member scores will be totaled together to determine the overall score of firms for the interview.
7. **Final Scores** – The combined scores from shortlist and interview determine the final scores. The firm with the highest score shall be awarded the selection.

However, the District reserves the right to make multiple awards depending on the expertise, technical capabilities or capacity of other offerors to perform the work within the timelines required for the work to be accomplished

If the offeror has otherwise qualified sufficiently, RRPS reserves the right to assign a particular project based on the specialized expertise and strengths of an offeror. Typically projects will be assigned based on highest scores by the selection committee, however should a project require specialized requirements, the district reserves the right to assign certain projects regardless of ranking based on the best interest of the district.

APPENDIX A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO. 2018-019-SEC School Security Vehicle Patrol Services

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a

candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX B
Resident Veterans Preference Certification

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

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Representative)*

(Date)

(Signature of Business

*Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or =award of the procurement involved if the statements are proven to be incorrect.

APPENDIX C

**CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM
RFP NO. 2018-019-SEC
School Security Vehicle Patrol Services**

As utilized herein, the term “Vendor” shall mean that entity submitting a proposal to Rio Rancho Public Schools in response to the above referenced request for proposals.

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or board member of Rio Rancho Public Schools (or close relative), with the exception of the person(s) identified below, has a direct or indirect financial interest in the Vendor or in the proposed transaction. Vendor neither employs, nor is negotiating to employ, any Rio Rancho Public Schools employee, board member or close relative, with the exception of the person(s) identified below. Vendor did not participate, directly or indirectly, in the preparation of specifications upon which the quote or offer is made. If the Vendor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Vendor, please identify the legislator: _____
List below the name(s) of any Rio Rancho Public Schools employee, board member or close relative who now or within the preceding 12 months (1) works for the Vendor; (2) has an ownership interest in the Vendor (other than as an owner of less than 1% of Vendor’s stock, if Vendor is a publicly traded corporation); (3) is a partner, officer, director, trustee or consultant to the Vendor; (4) has received grant, travel, honoraria or other similar support from Vendor; or (5) has a right to receive royalties from the vendor. _____

DEBARMENT/SUSPENSION STATUS

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Federal Government, or any State agency or local public body, or in receipt of a notice or proposed debarment from any Federal or State agency or local public body. The vendor agrees to provide immediate notice to Rio Rancho Public School’s Procurement Department in the event of being suspended, debarred or declared ineligible by any department or agency of the Federal government, or any agency of local public body of the State of New Mexico, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or offer but prior to the award of the purchase order or contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named **and that the information contained in this document is true and accurate to the best of their knowledge.**

Signature: _____

Name of Person Signing (typed or printed): _____

Title: _____

Date: _____

Name of Company (typed or printed): _____

Address: _____

City/State/Zip: _____

Telephone: _____

APPENDIX D

OFFEROR INFORMATION/SIGNATURE PAGE

**RFP NO. 2018-019-SEC
School Security Vehicle Patrol Services**

THE UNDERSIGNED AGREES TO FURNISH SERVICES AND MATERIALS AS REQUIRED BY THE TERMS AND CONDITIONS OF THIS PROPOSAL DURING THE TME PERIOD SPECIFIED. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY MUST SIGN ALL RFPs. RFPs NOT SIGNED WILL BE CONSIDERED AS NON-RESPONSIVE AND WILL BE REJECTED.**

PLEASE RETURN THIS PAGE COMPLETED IN FULL WITH YOUR PROPOSAL.

NAME OF FIRM OR OFFEROR _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE

ALTERNATE CONTACT _____

STREET ADDRESS _____

PO BOX _____

CITY/STATE/ZIP CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

ALTERNATE SIGNATURE _____

TYPE OR PRINT NAME OF ABOVE

TITLE