

TAOS MUNICIPAL SCHOOL DISTRICT

**Proposal: school Security
Services**

SUBMIT PROPOSAL TO:

Taos Municipal School District
134 Cervantes
Taos, NM 87571
(575) 770-3194

**DEADLINE DATE: August 25, 2021 at
3:00 PM Local Time**

Offeror (Company)	Address	City	State	Zip Code
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Signature of member authorized to sign for firm (Title).
(I certify that I have proposed according to the specifications
and conditions of this proposal).

Doing Business under the Company Name of:

Telephone Number with area code

Facsimile Number with area code

**Proposal must be submitted in as sealed envelope with
The outside marked: Proposal: Taos High School
Security Services
Include Company Name and Address.**

(There are 18 pages plus cover page, Appendix A, B, and C to this proposal).

Proposal School Security Services

Introduction

Taos Municipal Schools ("District") is soliciting proposals for security services at Taos High School for SY 2021-2022 and subsequent years. The District may award a single contract for all District security needs or may, at its sole discretion, award separate contracts to different contractors for the provision of services to individual schools, and for particular events and after-hours needs.

As described in the Scope of Work, key elements of this RFP include on-site coverage on school days, coverage for certain hosted events and special events, scheduled patrols after regular hours and on weekends, emergency response, site staff training, and data collection and analysis. The funding for this RFP is capped at **\$150,000** for the first year.

Term, Renewal, Early Termination

Initial Term -

The initial term of the parties' agreement will be for one (1) year, starting on or about September 1, 2021 and ending June 30, 2022

Renewal-

The parties will have the option to renew the agreement, each year for a maximum of three (3) full fiscal years.

Early Termination -

Either party may terminate the agreement prior to the term for any reason upon the provision of sixty (60) days' written notice. If the District determines the Contractor's services are unsatisfactory then the District may terminate the agreement upon the provision of thirty (30) days' written notice.

Submission of Proposal

Six documents (1 original and 5 copies) of the completed proposal must be submitted in a sealed envelope addressed to the Taos High School, 134 Cervantes, Taos, NM 87571. The front-outer sealed envelope shall have the notation marked with the Proposal for School Security Services. Include Company Name and Address.

Proposal Deadline

August 25, 2021 at 3:00 pm local time. Proposals received after the deadline date will not be accepted.

Scope of Work

Taos High School requires a total of two (2) full-time equivalents each school day, (see attached school calendar), from 7:30 am through 7:00 pm. Schedules for safety officers will be staggered to cover this period of time, with peak coverage required in the morning drop off, lunch time, and after school pick up time periods. Schedules will be approved by the site administrator, or designee, before implementation.

The schedule and amount of FTE services for the school site are subject to change and will require reasonable adjustments to the schedule to meet the District's needs. See the attached 2021 - 2022 school calendar for days when school is in session, breaks, and holidays. Also see the table below for average weekly security officer workload and distribution.

The Contractor will make every effort to maintain continuity and stability in providing staff for the District.

2020-2021 TMSD WEEKLY SECURITY COVERAGE				
SITE	SHIFT COVERAGE	DAYS COVERED	# OF SECURITY GUARDS	AVERAGE WEEKLY HOURS
TAOS HIGH SCHOOL	7:30AM-7PM	EACH SCHOOL DAY	2	80
			TOTAL	80

TOTAL 80

Special events such as athletics, assemblies, school dances, musical productions, etc., extra coverage during graduation week, and possible coverage during holidays, are in addition to this RFP. However, the rates charged shall be priced at a straight time hourly rate in excess of the base total.

It may become necessary to increase or reduce the number of security officers at schools during the term of this contract. The District will notify the Contractor about the need for adjustments and the Contractor will adjust the billing amount on a pro rata basis.

Security officer certifications, training, and expectations: The contractor will be required to staff the site fully, each school day, with security officers, who have:

- A current State of New Mexico Level 1, (or higher) Security Guard Certification, which includes Level- I Security Guard Training and a background check as required by 61 - 27b-1 6NMSA and TMSD.
- 4 hours of Verbal De-escalation & Passive Restraint Techniques.
- During the first month of school, security officers who have not already done so will complete Incident Command Systems online, FEMA independent study courses IS-100.sca and IS-362.A. This training will be done during normal duty hours.
- The contractor will have security officers available for additional training provided by the District, not to exceed eight (8) hours annually per officer.

Training provided by the schools or the District will be part of the normal work day, or compensated at the normal school day rate if conducted after hours.

The contractor shall provide the Principal with copies of state security guard certifications and training completion certificates for all security officers assigned to work pursuant to the agreement between the District and the Contractor:

- Within ten (10) calendar days before the first day of each school year
- Within ten (10) calendar days before end of each second semester of the school year
- On the first day of service if the Contractor has not previously provided certifications and certificates to the District.

Failure to provide properly certified and adequately trained security officers as above described may result in a claw back of amounts paid for the services of uncertified security officers or early termination of the contract.

Uniforms and equipment: The Contractor will be required to provide its own uniforms. Security personnel shall wear uniforms at all times when performing services pursuant to the agreement between the District and the Contractor.

The District may require, and the Contractor then shall require, security personnel to wear additions to their uniforms, such as removable patches, arm bands, caps or other school site-specific accessories provided by the school.

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.

Security Officer Responsibilities and Conduct: In all schools, key post locations and times will be determined jointly between the site security officer supervisors, and the site administrator.

Security officers are responsible for the safety and security of all persons entering the school they are assigned. Therefore, it is expected that security officers will spend their working hours patrolling, being alert for safety hazards, investigating unusual conditions such as large groupings, ensuring doors are secured, identifying persons entering the school grounds, investigating thefts or disturbances, monitoring security cameras, reporting violations of school policy or code of conduct, reporting criminal activity to the proper administrator or authorities, escorting students or visitors when appropriate, assisting with evacuations or drills, and performing other tasks as assigned by their supervisor in coordination with the school administrator.

Professionalism is key to the success of security officers in schools. Therefore, security officers are expected to be neatly groomed, dress in the appropriate uniform, and interact with staff and students in a mature, respectful manner that reflects favorably on Taos Municipal Schools. It is inevitable security officers will encounter students and staff during highly charged emotional events. All security officers are expected to utilize the de-escalation techniques on which they have been trained.

Security personnel will avoid spending working time in non-productive activities such as making personal phone calls, congregating with other security officers for the purpose of socializing, or leaving the school grounds for personal business. At the request of the school administrator and with the concurrence of the Director of Facilities, security officers who are not fulfilling these requirements may be replaced.

Reports: Security officers will be required to complete detailed reports documenting serious incidents such as physical altercations, reports of bullying, drug possession, stolen property, etc. 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 incident, the name/s or description/s of those involved and the actions of the security officer. In all cases where follow up is reasonably expected, the security officer shall do so in a timely manner and submit a detailed supplemental report documenting the additional

actions taken by the security officer, additional information learned, and any other items relevant to the incident.

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 school administrator and with the concurrence of the Director of Facilities. Continued failure of security personnel to report and/or accurately document serious incidents will result in an escalating series of financial penalties, up to and including termination of the contract for cause

In addition to incident reporting, safety officers will be required to document and report any unsafe condition (facility, grounds, streets, etc.) to their supervisor who will forward this information to the affected school principal or designee.

Misconduct Reports: The contractor will immediately notify the Director of Facilities and the affected school administrator of all reports of misconduct by security officers. Serious reports of misconduct occurring while the security officer is working for the District will be jointly investigated by the contractor and the Director of Facilities. All reports of misconduct by security officers will be thoroughly investigated in a timely manner. The school administrator will be apprised of the progress and findings of the investigation. The Director of Facilities may request the replacement of a security officer while a report of a serious nature is being investigated.

In the first year of this contract, the successful contractor will be required to interview existing safety officers for possible jobs with the company. The selection or rejection of these individuals is the sole responsibility of the awarded contractor.

The program administrator and security officers will also be required to participate in District and site critical incident planning exercises to enhance site security through technology, multi-agency coordination, and emergency/disaster preparedness.

Records

The contractor will be required to maintain detailed time records.

Payment

Payments may be made every two weeks.

Billing

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

Insurance

Contractor shall provide to the District proof of General Liability Insurance coverage of at least five million dollars (\$5,000,000.00) per occurrence; proof of Motor Vehicle Insurance coverage of at least one million dollars (\$1,000,000.00) per occurrence; Worker's Compensation Insurance coverage in an amount that meets or exceeds statutory minimums; and any other insurance coverage mandated by law or rule or recommended as a best practice for Contractor's industry.

Proposal Evaluation Process

Proposals will be evaluated by a Selection Committee of District staff and perhaps a community member, facilitated by the site administrator and Director of Facilities. The Selection Committee may interview the top three rated written proposals. The interview will allow the committee time to ask questions and clarify written materials, as well as to allow the proponent the opportunity to reinforce its suitability and interest in the offer. The contents of any proposal shall not be disclosed to competing contractor(s) during the negotiation process.

Each proposal will be evaluated by the Selection Committee as indicated in the above paragraph for a possible 100 points using the rating criteria listed in this proposal. The Selection Committee will evaluate the proposals and may conduct interviews with contractor(s) applying for selection.

Interviews: If interviews are requested, 100 points are possible in scoring each interview for this RFP. Should interviews be conducted, the Contractor(s) is encouraged to fully address each question completely, as points will be assigned for response. Question(s) will be given to the Contractor(s) prior to the scheduled interview. TMSD may interview any contractor(s) that submits an acceptable proposal or the highest ranked Contractor(s). However the proposal may be awarded without such interviews.

If interviews are conducted only to obtain clarifying information and/or to promote a better understanding in the RFP, there will not be other questions asked for the interview, therefore, no points will be scored.

Final Ranking: If interviews are conducted and points are given for each question response, the proposal total scored will weight 60% and interview total scored (responses to questions) will weight 40%. The combined weighted points from the proposal evaluation and interviews determine the final rankings. The one or two Contractor(s) with the highest ranking (highest numerical total) shall be awarded the proposal.

Award: Proposal will be awarded to possibly one or two Contractors selected to perform the work as indicated in the above paragraph, "Final Ranking".

Contract Approval: Upon award and Board approval, awarded contractor(s) will be notified in writing by the Purchasing Manager. A contract will be negotiated and upon agreement by both parties (TMSD and awarded contractor(s)), a contract will be issued to the awarding Contractor(s) and approved as to form, legal sufficiency and budget requirements by the TMSD. A contract

will not be effective until completed with authorized signatures, approved purchase order issued and signed by the TMSD Finance Department.

All overall committee rankings are public record and will be available for public inspection at the Purchasing Office after a contract and an approved purchase order from the Business Office has been issued to the awarding contractor(s). Individual scores and rankings by each committee member shall be confidential.

Proposal Format

Any proposal deemed non-conforming by the Selection committee in regard to format will be considered non-responsive and require mandatory disqualification of the proposal.

1. **Proposal Organization** -For each proposal all pages must be numbered. Each section of a submitted proposal must not exceed maximum indicated page length. Each Proposal shall be organized in the same order as the evaluation criteria. **Tabs for each evaluation criteria are required.**
2. **Submittal Letter** - Each proposal must be accompanied by a submittal letter.

The submittal letter must:

- a. identify the submitting business;
- b. be signed by a person authorized to contractually obligate the Offeror;
- c. include introduction stating organizational history, core values, mission statement, and experience. (two page maximum)
- d. include: description of how agency will meet or exceed Scope of Work requirements as stated on pages 2- 7 including current training program, training program for proposal, Incident Command Systems and Critical Incident Management training for officers and capacity to train school staff as stated on page 5, (two page maximum)
- e. contain a statement Contractor shall comply with government and school district (federal, state, city, county, etc.) rules and regulations, including FERPA and Megan's Law.

MANDATORY SPECIFICATIONS:

Failure to include the following shall constitute a non-response and require mandatory disqualification of the proposal:

- I. Submittal Letter- proposals must include a signed submittal letter.
- 2. Agency's most recent fiscal year budget or financial summary
- 3. Five-year summary of comparable jobs, including gross budget for each.
- 4. Three job references with full contact information.
- 5. General Liability Insurance - proof of General Liability Insurance coverage of at least five million dollars (\$5,000,000.00) per occurrence; proof of Motor Vehicle Insurance coverage of at least one million dollars (\$1,000,000.00) per occurrence; Worker's Compensation Insurance coverage in an amount that meets or exceeds statutory minimums; and any other insurance coverage mandated by law or rule or recommended as a best practice for Contractor's industry must be attached to the proposal in the form of current Certificates of Insurance. Documentation should identify the Taos Municipal School District as the additional insured.
- 6. Campaign Contribution Disclosure Form - Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file the Campaign Contribution Disclosure Form (See Appendix A) with the state agency of local public body. This form is to be completed, signed and included with the proposal.

Proposal Evaluation Criteria

A maximum total of 100 points are possible in scoring each proposal for the evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with contractors applying for selection.

- 1. Experience and knowledge providing security services in educational environments, or comparable settings:**20 points**
- 2. Capacity of proponent agency to implement a compressive transition and complete the scope of work:**25 points**
- 3. Demonstrated understanding of work and reporting requirements:**20 points**
- 4. Budget presentation: Clarity, quality and ability to meet scope of work expectations within the funding cap allocated for this proposal:**25 points**

5. Quality of transition plan: **10 points**

..... **Total 100 points**

See Appendix B for Points Allowed - NM Resident Business Preference and NM Resident Veterans Business Preference.

List of Evaluation Factors

Experience and knowledge - Demonstrated through historical documentation that the contractor has experience providing security services in an educational or similar type environment. Indicate the relationship of the work in this RFP to the contractor's other current programs by providing records of previous contracts indicating experience in this field. Demonstrate the contractor's ability to meet schedules and budgets, as well as program requirements and goals. Include information regarding clients' budgets, bidding estimates, and completed program cost. Provide information regarding the overall success of programs and client satisfaction. Three references of past clients should be included.

Capacity - Provide information about the contractor that demonstrates the ability to provide sufficient professional competence, meet time schedules, adequately staff, and accommodate cost considerations. Indicate proposed work schedules, key team members and their specific rolls, experience and background. Demonstrate or indicate team organization and working relationships. Provide information of dates for recruiting, training, and staffing, of proponent agency to implement a compressive transition and complete the scope of work.

Understanding of scope of work - Describe in detail the anticipated scope of work for the program. Describe in detail how the contractor will meet the needs of the program. Include information about the sites, program administration, scheduling, and budget. The proposal should be comprehensive and demonstrate competent knowledge of program requirements.

Budget presentation - Demonstrate clearly, in detail, using an itemized format, the projected costs of the services required. Indicate each program requirement, (training, daytime security services, after hours patrol, etc.), and provide an itemized summary of the associated costs. Provide a total cost for each program requirement and an overall cost for the entire proposal. Demonstrate ability to meet scope of work expectations within the funding cap allocated for this proposal.

Quality of transition plan - Present a transitional plan which describes in detail the training, staffing, and implementation of security services within the sites indicated so as to minimize the impact to each the educational site. Describe the planning and preparation needed for a smooth transition, and provide a chronological timeline for the transition.

Sequence of Events:

Timeline (tentative)

August 5, 2021: RFP available

- 8/25/21 Proposal deadline by 3:00 pm local time to Taos High School, 134 Cervantes, Taos, NM, 87571. **Proposals will be accepted approximately 10:00am -2:00pm, Monday through Friday. Call (575) 770-3194 to verify personnel in building to accept proposals.**
- 8/27-8/30/21 Review proposals.
- 8/31/21 Oral Presentations, if required
- 9/22/21 Board of Education approves award
- 9/23-9/29/21 Contract negotiations
- 10/1/21 Contract year begins
- TBD: Services begin (subject to change)

Addendums

Any changes, additions and or deletions to this proposal will be in a written addendum from the TMSD Purchasing Office.

General Conditions:

The specifications, terms and conditions, and scope of work described in this RFP form the basis for any subsequent contractual agreement and are incorporated by reference.

Contractor shall fill-out and sign the attached Campaign Contribution Disclosure Form, (Appendix A) and enclose the completed form in their proposal.

Contractor shall comply with government (federal, state, city, county, etc.) rules, and regulations including FERPA and Megan's Law.

The TMSD reserves the right to contact job references.

The contractor shall carry at his/her own expense applicable insurances including liability for any injuries, damages, etc. that may occur while providing security services to the District. The Taos Municipal School District will not be responsible for any such injuries, damages, etc.

The contractor shall not assign or transfer any interest in the contract or assign any claims for money due or to become due under the contract without the prior written approval of the Superintendent and the Director of Finance.

The issuance of the RFP, the receipt of proposals or the selection of a contractor in no manner obligates the TMSD to the eventual purchase of services. This process is solely at the discretion of the TMSD and may be terminated without penalty or obligation at any time prior to the signing of written contract and issuance of approved purchase order.

Status of Contractor: The Contractor, his agent and employees shall be independent contractors performing safety services for the TMSD and shall not be employees of the Taos Municipal School District.

The Contractor, his agents and employees shall not accrue leave, retirement, insurance, bonding, use of school vehicles, or any other benefits afforded to employee of the TMSD.

Subcontracting: The contractor/contractor shall not subcontract any portion of the services to be performed under the contract without prior written approval of the Superintendent and the Director of Finance.

The TMSD may cancel contract within a 30 day written notification to the successful contractor(s) if it is within the best interest to the TMSD or if funds are unavailable.

The Contractor may cancel within a 60-day written notification to the Superintendent and the Director of Finance with a copy to the Purchasing Specialist due to acceptable circumstances beyond the control of the Contractor. The TMSD reserves the right to delete a contractor from receiving future proposals or service contracts if a 60 day written notice is not given as stated in this paragraph and if reason for the cancellation is unacceptable to the Superintendent and the Director of Finance.

The TMSD shall not be responsible for proposals that are mailed or emailed.

N.M. Procurement law requires sealed bids or proposals; therefore, TMSD cannot accept proposals that are transmitted using facsimile equipment.

Proposal will not be considered unless it is signed by a member authorized to sign for company/firm.

The TMSD shall reserve the right to reject any and all proposals or in part and waive any technicalities in this proposal that is within the best interest of the District.

Proposals must be submitted by the deadline date and time as specified in this RFP. Late proposals will not be accepted.

This proposal will be available to any local school District and or government agency. It will be the using agencies responsibly to be in compliance with NM Procurement Code. The TMSD will not be responsible for any transactions that may occur from this proposal by the using agency.

Failure to list information, enclose information and or insufficient information as requested in this RFP could cancel proposal.

Conflict of Interest: The contractor/contractor shall warrant that he has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of services required under the contract.

The Procurement Code, Sections 13-1-21 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statues impose Felony penalties for illegal bribes, gratuities and kick-backs.

Protest

Any offeror who is aggrieved in connection with the procurement may protest to the Director of Finance of TMSD. The protest shall be submitted in writing 15 calendar days after the fact or occurrence giving rise thereto.

Definition of Terminology:

RFP - Request for Proposals
TMSD- Taos Municipal School
District

NOTICE: TO BE A VALID PROPOSAL, PROPOSAL MUST BE SIGNED BELOW.

The undersigned certifies that he/she has read and understood the following general conditions, and that the firm represented accepts the conditions and submits the attached proposal in full compliance with the General Proposal Conditions.

Name of Proposed Contractor

DBA

Signature of Owner or Agent Authorized to Contractually Bind Proposed Contractor

Date

Mailing Address of Proposed Contractor

Telephone Number (with area code)

Email Address

Appendix A

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 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.

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

2. DEFINITION OF TERMINOLOGY:

"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 the 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 either 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 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.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"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 the person qualifies for a sole source or small purchase contract.

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

DISCLOSURE OF CONTRIBUTIONS FORM

Contribution Made By: _____

Relation to Prospective Contractor: _____

Amount(s) of Contributions: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Nature of Contributions: _____

Purpose of Contributions: _____

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)

NM Preferences

To ensure adequate consideration and application on NMSA 1978, 13-1-21 (as amended), Offerers must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

a. New Mexico Resident Business Preference

If the Offeror has provided their Preference Certificate the Preference Point for a New Mexico Resident Business is 5%.

b. New Mexico Resident Veterans Business Preference

In addition to a copy of the certification, the Offeror should sign and complete the Resident Veterans Preference Certification, as provided in this RFP (Exhibit D).

Percentage points are as follows:

10% for less than \$1M (prior year revenue)

8% for more than \$1M but less than \$5M (prior year revenue)

7% for more than \$5M (prior year revenue)

An agency shall not award a business both a resident business preference and a resident veteran business preference.

This section shall not apply when the expenditure includes federal funds for a specific purchase.

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