



CUBA INDEPENDENT SCHOOL DISTRICT

PO Box 70

Cuba, New Mexico 87013

REQUEST FOR PROPOSALS (RFP)

RFP #2023-01 – School Security Officer Services

Applicable NIGP Commodity Code(s): 990-46

RFP Release Date: June 17, 2022

Proposal Due Date: July 18, 2022

Procurement Manager

Rhiannon Chavez, CPO, MBA

Finance Director/Federal Programs Director

Cuba Independent School District

575-289-3211 Ext. 103

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**CUBA INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS
RFP #2023-001 – School Security Officer Services**

The Cuba Independent School District (CISD) is requesting qualification-based competitive proposals for School Security Officer Services. Proposals will be accepted until July 15, 2022 at 4pm MDT. Proposals that are received will be reviewed by an evaluation committee that will provide a recommendation for award to the School Board based on the highest-ranking offer in regard to specific criteria outlined in this Request for Proposals. The Cuba Independent School District reserves the right to accept or reject any proposal or any part thereof; to defer action on the request for proposals; to reject all proposals; to waive any technicalities or informalities in the solicitation process and to accept the proposal or proposals, which, in its judgment, is/are most advantageous to the District. Failure to comply with the instructions, specifications, terms and conditions of this RFP may result in the offer's submittal being deemed non-responsive and disqualified. New Mexico criminal law prohibits bribes, gratuities and kickbacks §13-1-191 NMSA 1978.

IMPORTANT:

DEADLINE TO SUBMIT PROPOSALS: JULY 15, 2022 4PM MDT

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE PROCUREMENT MANAGER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

Procurement Manager

Rhiannon Chavez, CPO, MBA
Finance Director/Federal Programs Director
Cuba Independent School District
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DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“Board” (also “School Board”) means the elected board of the Cuba Independent School District who are responsible for the proper and efficient administration of the financial and other business for the District.

“CISD” means the Cuba Independent School District.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or “Agreement” means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful offeror who enters into a binding contract.

"Determination" means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” refers to the terms "may", "can", "should", "preferably" or "prefers," which identify a discretionary item or factor. (As opposed to a “mandatory” item or factor.)

“District” means the Cuba Independent School District

"Evaluation Committee" means a body appointed by County management to perform the evaluation of offeror proposals.

"Evaluation Committee Report" means a report prepared by the Procurement Manager and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive proposals.

"Finalist" is defined as an offeror who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Offeror" is any person, or entity who chooses to submit a proposal.

"Procurement Manager" means the person or designee authorized by the District to manage or administer a procurement; also referred to as "Chief Procurement Officer," or "Procurement Officer," in this document and attachments.

"Page" means one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages.

"Procuring Agency" or "Procuring Department" means the department or other subdivision of Cuba Independent School District that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document that directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means Cuba Independent School District Purchasing Office, personnel, or the Cuba Independent School District Chief Procurement Officer.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an offeror who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this RFP.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the offeror in their proposal, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement." "The [NAME HERE] Company concurs with this requirement." and the [NAME HERE] Company agrees to participate as required."

I. OVERVIEW

The Cuba Independent School District (also referred to herein as “the District” or “CISD”) hereby seeks formal, sealed proposals from qualified companies to provide security services for the Cuba Independent Schools. Services will be provided at all three schools (elementary, middle and high) located on a single campus at 50 County Road 13 in Cuba, NM 87013. Key elements of this RFP include on-site coverage on school days, coverage for hosted events and special events, possible scheduled patrols after regular hours and on weekends, emergency response, site staff training, and data collection and analysis.

The successful offeror will provide services as outlined in this RFP and as otherwise negotiated through final contract. It is anticipated that this RFP will be awarded to a single offeror, however the District reserves the right to issue multiple contracts/agreements if it is determined to be in the District’s best interest, to cover services to individual schools and for particular events and after-hours needs. If multiple awards are made, the District anticipates up to approximately three (3).

The Offeror shall demonstrate substantial experience in undertaking and completing the type of work required.

II. SCOPE OF WORK

CISD requires a minimum of ONE (1) full-time equivalents each school day, (see school calendar in attachments), from 7:30 am through 3:30 pm. Schedules for security 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. The attached school calendar will show days when school is in session, breaks, and holidays. The Contractor will make every effort to maintain continuity and stability in providing staff for the District.

Special events such as athletics, assemblies, school dances, musical productions, etc., extra coverage during graduation week, and possible coverage during summer and holidays will necessitate provision of security services at times. Rates charged for special events shall be priced at a straight time/firm fixed cost hourly rate.

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.

III. **SPECIFIC CONDITIONS**

A. **Contract Term.**

The initial term of the parties' agreement will start on or about August 1, 2022, and end June 30, 2023. The District will have the option to renew the agreement, each year for up to 9 additional one-year terms. 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 written notice to the Contractor. Attempt will be made to give at least 30 days' notice in such case unless the situation warrants immediate cancellation.

B. **Procurement Manager.**

The Procurement Manager is responsible for this procurement, whose name and contact information are listed below. Any inquiries or requests regarding this procurement shall be submitted to the Procurement Manager in writing. Offerors may contact ONLY the Procurement Manager regarding this procurement. Other County employees do not have the authority to respond. Contacting any other Cuba Independent School District employee, Board member, department head or manager in regard to this RFP (other than as allowed in regard to a site visit) may result in disqualification of the potential offeror's proposal.

Procurement Manager
Rhiannon Chavez
Cuba Independent School District
575-289-3211 Ext. 103
Email: rchavez@cuba.k12.nm.us

C. **Certifications, Training, and Expectations**

1. The contractor will be required to staff security officers who have a minimum of LEOSA Certified and Qualified security officers.
2. The contractor is responsible for the hiring, training and supervision of all security personnel. Failure to provide properly certified and adequately trained security officers as above described may result in an early termination of the contract.

D. Uniforms, Equipment and Vehicles

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

E. 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 the District. 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 Superintendent, security officers who are not fulfilling these requirements may be replaced.

F. 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 Superintendent. 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.

G. Misconduct

The contractor will immediately notify the Superintendent 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 Superintendent. 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 Superintendent may request the replacement of a security officer while a report of a serious nature is being investigated.

H. Records

The contractor will be required to maintain detailed time records, which shall be made available to the District upon request. In addition, records related to all services provided for the CISD shall be kept by the Contractor for a period of three (3) years following the end of the initial term or any subsequent terms of contract for auditing purposes.

I. 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 monthly to the CISD Business Office. The District has up to fifteen (15) days to certify an invoice is accurate and that all services invoiced have been received, and up to thirty (30) days to pay following certification.

J. Insurance

Contractor shall provide to the District proof of General Liability Insurance coverage of at least two million dollars (\$2,000,000.00) 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.

IV. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the general requirements governing the procurement.

A. SEQUENCE OF EVENTS

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

ACTION	RESPONSIBILITY	DATE
Issue RFP	Procurement Manager	June 16, 2022
Pre-Proposals Conference	CISD/Potential Offerors	N/A
Deadline to Submit Questions	Potential Offerors	July 1, 2022 by 4pm MDT
Response to Written Questions (if applicable)	Procurement Manager	July 8, 2022 by 4pm MDT
Submission of Proposal	Offerors	July 15, 2022 at 2pm MDT
Proposal Evaluation	Evaluation Committee	July 17 at 10am MDT
RFP Award	CISD School Board	July 20, 2022*
Protest Deadline	Offerors	15 days after Notice of Award

*Subject to change at the discretion of Cuba Independent School District

B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events in this RFP.

1. Issue RFP

This RFP is being issued by the Cuba Independent School District Procurement Manager on behalf of all schools in the District.

2. Return of “Acknowledgment of Receipt” Form for Distribution List

Potential Offerors should hand deliver, mail or return by e-mail (preferred method) or fax the “Acknowledgement of Receipt” form included with this document (see appendices) to be placed on the procurement distribution list for this RFP. The form should be signed by an authorized representative of the organization, dated and returned by the close of business on the date indicated in the Sequence of Events.

The procurement distribution list will be used to notify those that submitted the form of any written responses to questions and all addenda issued under this RFP. If not received, potential offeror’s name may not be included on the distribution list which may result in the potential offeror not receiving crucial information that may affect their proposal.

3. Pre-Proposal Conference

A pre-proposal conference will not be held.

4. Deadline to submit written questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 5:00 PM MT on the date indicated in the Sequence of Events. All written questions must be sent by e-mail to the Procurement Manager specified in this RFP. Questions ***must*** be submitted in writing, NOT over the phone.

5. Response to written questions/RFP Addenda

Written responses to written questions that have been timely submitted, and any RFP amendments (addenda), will be posted to the District’s Website at: http://cuba.k12.nm.us/departments/business_and_finance/procurement and also may be emailed to parties who submitted questions.

6. Submission of Proposal

Three documents (1 original and 2 copies) of the complete proposal must be submitted in a ***sealed envelope*** addressed to: Procurement Manager, Cuba Independent School District, 50 County Road 13, PO Box 70, Cuba NM 87013.

The front-outer sealed envelope shall have the following information on it:

- this RFP number and title
- Company's name and address

7. Correction or Withdrawal of Proposals

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by an Offeror **prior to** the time set for proposal opening by delivering written or telegraphic notice to the location designated in the Request for Proposals as the place where Proposals are to be received. Proposals withdrawn for correction may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the Request for Proposals. CISD personnel may **at no time** assist with correction of proposals or opening of envelopes **for any reason** prior to date and time of official opening.

8. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by CISD management and the Procurement Manager. During this time, the Procurement Manager may, at their option, initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

9. Selection/Notification of Finalists

The Evaluation Committee may select, and the Procurement Manager may notify "finalist" offerors, at the discretion of the District. Only finalist offerors will be invited to participate in the subsequent steps of the procurement, if any. The Evaluation Committee reserves the right not to utilize the finalist process if they deem it in the best interest of the District.

10. Contract Negotiations/Finalize Agreement

If necessary, contract negotiations may commence with the most advantageous offeror. In the event mutually agreeable terms cannot be reached within a reasonable time, the District reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Board Approval

This contract is subject to the approval of the CISD School Board before award.

12. Contract Award

After review of the Evaluation Committee Report and the tentative contract, the Purchasing Manager anticipates the School Board will award the contract on the date indicated in the Sequence of Events. This date is subject to change at the discretion of the Board. Any contract awarded shall be awarded to the offeror whose proposal is most advantageous to the District, taking into consideration the

evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points.

13. Protest Deadline

Any protest by an offeror must be timely, in conformance with, and will be governed by, Sections 13-1-172 through 13-1-176 NMSA 1978 and Cuba Independent School District Policy. The fifteen (15) day protest period for timely offerors shall be within fifteen days following the notice of contract award. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer at: Rhiannon Chavez, Cuba Independent School District Chief Procurement Officer at 50 County Road 13, PO Box 70, Cuba NM 87013.

14. Penalties

The Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Cuba Independent School District Policy.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

2. Incurring Cost

Any cost incurred by the offeror in preparation, transmittal, presentation of any proposal or material, or negotiation associated with its response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with CISD. CISD will only make contract payments to the prime contractor.

4. Subcontractors

The use of subcontractors is not allowed under this contract. The prime contractor shall be wholly responsible for the entire performance of the

contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from CISD before any subcontractor is used during the term of this agreement. Use of subcontractors must be clearly explained in the proposal and each must be identified by name. Substitution of subcontractors, after contract award, must receive prior written approval of the District's Superintendent, Chief Procurement Officer or their designees.

5. 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. CISD personnel will not merge, collate, or assemble proposal materials.

6. Offerors' 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 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.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which 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.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is 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, 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 Chief Procurement Officer 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 continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Cuba Independent School District or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Procurement Manager and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any, and all, proposals may be rejected in whole or in part when CISD determines such action to be in its best interests.

11. 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 affected by sending written notice to the contractor. CISD's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

CISD requires that all offerors agree to be bound by the General Requirements contained in this RFP. Any offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied by CISD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of offeror proposals.

15. Contract Terms and Conditions

The contract between CISD and the contractor will follow the format specified by CISD and contain the terms and conditions set forth in a negotiated contract following awarding. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the

contract. CISD reserves the right to negotiated provisions in addition to those contained in a RFP Sample Contract (if applicable) with any offeror.

Cuba Independent School District discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of CISD (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require substantial proposal rewrite to correct.

Should an offeror object to any of CISD's terms and conditions as contained in this RFP strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. CISD may or may not accept the alternative language, at its sole discretion. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to CISD and **will** lead to disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (The RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with their proposal a complete set of any additional terms and conditions which they request are included in a contract negotiated with CISD. CISD may or may not accept the additional language, at CISD's sole discretion.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between CISD and the selected offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is

not a responsible offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Disclosure Regarding Responsibility

Any prospective Responsible Offeror and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with CISD for professional services, tangible personal property, services or construction, agrees to disclose whether they, or any principal of their company:

- a) Are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or local public body;
- b) Have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
- c) Are presently indicted for, or otherwise criminally or civilly charged by any (federal, state, or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
- d) Have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remain unsatisfied.
 - i. Taxes are considered delinquent if both of the following criteria apply:
 - (a) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
 - (b) In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - ii. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- e) Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will

not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- f) Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the CISD School Board or Chief Procurement Officer may terminate the involved contract for cause. Still further, the Chief Procurement Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the District.

20. Right to Waive Minor Irregularities

The Chief Procurement Officer (CPO) and Evaluation Committee reserves the right to waive minor irregularities. The CPO and Evaluation Committee also reserves the right to waive mandatory requirements provided all the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

CISD reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of CISD, meeting its needs adequately.

22. Notice of Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kickbacks.

23. County Rights

CISD reserves the right to accept all or a portion of an Offeror's proposal.

24. Right to Publish

Through the duration of this procurement process and contract term, potential offerors and contractors must secure from CISD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become the property of CISD. However, any technical or user documentation submitted with the proposals of non-selected offerors may be returned after the expiration of the protest period, by request, at the expense of the Offeror.

26. Ambiguity, Inconsistency or Errors in RFP

Offerors shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the RFP.

27. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of Cuba Independent School District.

28. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence.

29. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by CISD, the version maintained by CISD shall govern.

30. Default

CISD reserves the right to cancel all or any part of any orders placed under this contract without cost to CISD, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by CISD due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the

Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless CISD determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the District provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

31. Conflict of Interest

The Offeror warrants by submitting a proposal that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.

32. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the included Campaign Contribution Disclosure Form as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made. **Failure to complete and return the signed, unaltered form may result in disqualification.**

33. Preferences

The New Mexico Procurement Code provides for preference to be given to eligible resident businesses and contractors, resident veteran businesses and contractors, and Native American resident and resident veteran businesses and contractors, under certain conditions. If applicable, preference will be provided to those bidders or offerors that have provided a valid preference certificate with their bid or proposal. In order for a bidder/offeror to receive a NM preference, the bidder/offeror must submit a copy of their preference certificate with their bid or proposal. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or copy of a submitted application is not acceptable. For more information, or to obtain application forms, please go to: <https://www.tax.newmexico.gov/businesses/in-state-veteran-preference-certification/>.

NM Preference does not apply to contracts that use federal funds.

V. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) response to this RFP.

B. NUMBER OF COPIES

Offeror shall submit 1 original and 2 copies of the completed proposal in a sealed envelope(s) labeled with the RFP # and title and the offeror's company name and address.

C. PROPOSAL FORMAT

1. Ability to follow instructions and formatting is of the utmost importance to Cuba Independent School District. This attention to detail shows the evaluation team your level of commitment to this RFP and your work as an organization. Proposals not following format may be deemed non-responsive and rejected on that basis.

Proposals shall be limited to 20 pages total, including required Proposal Forms and excluding cover page and any tabbed dividers.

- a. **Cover Page** – shall include the following:
 - i. Offeror's company name, address and phone number
 - ii. Number and title of this RFP
- b. **Table of Contents**
- c. **Signed Submittal Letter/Executive Summary:**

The submittal letter must: Identify the submitting business; Be signed by a person authorized to contractually obligate the Offeror; Include an introduction stating organizational history, core values, mission statement.
- d. **Company Profile, Experience and References:**

Company's most recent fiscal year financial summary, previous experience and three job references with full contact information.
- e. **Service, Support and Training**

Include a description of how offeror will meet or exceed Scope of Work requirements including current training program, training program for proposal, Incident Command Systems and Critical Incident Management training for officers and capacity to train school staff; 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.

- f. **Price Proposal**
Using the Price Proposal form provided as an appendix in this RFP, offeror shall state the offered costs of services to be rendered. All costs associated with provision of services must be detailed, whether specifically listed or not.
 - g. **Proof of Insurance**
Proof of General Liability Insurance coverage; proof of Motor Vehicle Insurance coverage; 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.
 - h. **General Conditions Agreement**
See Appendix A for Proposal Form. This form is to be completed, signed and included with the proposal.
 - i. **Proposal Forms**
All forms marked "Proposal Form" in this RFP (See Appendices).
 - j. **Supporting Documentation**
Copies of any required and desired supporting documentation and information (i.e. NM preference certification, licenses, other certificates, spec. sheets, brochures, etc.) not previously specified.
2. Within each section of the proposal, offeror should address the items in the order in which they appear in the list above. Any forms provided in the RFP must be thoroughly completed, with signatures where required, and included in the proposal. Failure to include required documentation may result in the proposal being determined non-responsive.
 3. To preclude any possible errors or misrepresentations, proposal prices must be affixed legibly in ink or typewritten. Corrections or changes must be either by complete replacement of the original page or must be signed or initialed by Offeror prior to the scheduled proposal opening. All changes must be made prior to deadline for submittal. No changes will be allowed after the deadline for submittal except as allowed through NM state law. Failure to comply may be just cause for rejection of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

VI. EVALUATION

This section describes the criteria to be used for analyzing and evaluating the proposals. Cuba Independent School District reserves the right to make an award based directly on the proposals, to negotiate with one or more Offerors, or reject all proposals. The award shall be made to the responsible offeror or offerors whose proposal is most advantageous to the School District, taking into consideration the evaluation factors set forth in the RFP.

A. CRITERIA AND POINT VALUES/CRITERIA SUMMARY

Criteria	Maximum Points Possible
Executive Summary	15
Company Profile, Experience and References	25
Service, Support and Training	30
Price Proposal	30
Total Possible Points	100

B. EVALUATION PROCESS

1. Initial Review

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration.

2. Clarifications

The Procurement Manager may contact the offeror for clarification of the response.

3. Scoring and Contract Award Recommendation

Responsive proposals will be evaluated by an Evaluation Committee and assigned point values based on the factors in this RFP. Finalist offerors may be asked to submit revised proposals or pricing for the purpose of obtaining best and final offers. CISD may, at their discretion, choose to negotiate with the highest-ranking offeror any aspect of this RFP or the proposal submitted, prior to awarding. The responsible offeror whose proposal is deemed most advantageous to CISD, taking into consideration the evaluation factors in this RFP, may be recommended for contract

award and for consideration by the CIDS School Board and any other required approving authorities. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Appendices

**Cuba Independent School District
RFP 2023-001 School Security Officer Services**

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted by the date specified in the Sequence of Events or as soon as possible thereafter (note that submitting after the date specified in the Sequence of Events may result in missed distributions and Offerors should verify with CISD to see if any documents have been issued previously to submittal of this form.) Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX F.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

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

Submit Acknowledgement of Receipt Form to:

To: Rhiannon Chavez, Chief Procurement Officer

rchavez@cuba.k12.nm.us

Subject Line: RFP 2023-001 – School Security Officer Services

PROPOSAL FORM

APPENDIX A – LETTER OF TRANSMITTAL FORM

RFP 2023-001 – School Security Officer Services

Items #1 to 4 **MUST** EACH BE RESPONDED TO AND INCLUDED IN THE PROPOSAL. Failure to respond to all four items MAY RESULT IN THE DISQUALIFICATION OF THE PROPOSAL

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in "General Requirements."

- I concur that submission of our proposal constitutes acceptance of the Mandatory requirements and Evaluation Factors contained in this RFP.

-I acknowledge receipt of the following addenda to this RFP (if any):

Addendum # ____ Dated ____; Addendum # ____ Dated ____; Addendum # ____ Dated ____

Addendum # ____ Dated ____; Addendum # ____ Dated ____; Addendum # ____ Dated ____

Authorized Signature (**Must be signed** by the person identified in **item #2**, above.)

Date

PROPOSAL FORM

APPENDIX B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP 2023-001 – School Security Officer Services

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive 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.

PROPOSAL FORM

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

“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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

Name(s) of Applicable Public Official(s) if any: Dianna Maestas, Taylor Pinto, Vivian Keetso, Elizabeth Martin, James D. Casaus

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

PROPOSAL FORM

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)

PROPOSAL FORM

Appendix C - Statement of Compliance

RFP 2023-001 – School Security Officer Services

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one, of the declarations stated below and then submit as part of the proposal.

No Exceptions Taken.

The undersigned declares that the Proposal submitted by _____
(Name of firm) will provide services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken.**

Signature

Date

Printed Name and Title

Exceptions Taken. By signing below, the Offeror acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP. By signing below, the Offeror declares their **proposal includes a statement that identifies each item to which the Offeror is taking exception** or is recommending change to, including any suggested rewording of the contractual obligations or suggested change, and identifies the reasons for submitting the proposed exception or change. Cuba Independent School District reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken.

Signature

Date

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

PROPOSAL FORM

Appendix D - Conflict of Interest and Debarment/Suspension Form

RFP 2023-001 – School Security Officer Services

Conflict of Interest

The authorized Person, Firm and/or Corporation states that to the best of his/her belief and knowledge: No employee or Governing Member of Cuba Independent School District (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 Cuba Independent School District employee, Governing 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 RFP 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 District or New Mexico employee, Regent 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 Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to Cuba Independent School District Purchasing Department Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the RFP or offer but prior to the award of the Purchase Order/Agreement 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

Date

Name and Title

Company Name

Company Address/City/State/Zip

PROPOSAL FORM

Appendix E – Cost Response Form

RFP 2023-001 – School Security Officer Services

Prices offered shall **NOT** include any applicable gross receipts tax. Applicable tax may be billed as a separate line item on invoices related to this contract.

Hourly price for Standard Security services at Cuba Independent Schools:

\$ _____ per guard/per hour

Hourly price for Special Events Security services at Cuba Independent Schools:

\$ _____ per guard/per hour

Costs offered shall be inclusive of **all** fees (except GRT) associated with the provision of services. No additional fees will be considered or paid under this contract.

PROPOSAL FORM

Appendix F – Preference Certification

RFP 2023-001 – School Security Officer Services

_____ (Name of Business) hereby certifies the following in regard to application of New Mexico Preference to this formal request for proposals process:

Please check one box only:

- This business does not have a qualifying New Mexico Preference Certification.
- This business has a qualifying New Mexico Resident Business/Mfr., Resident Veteran Business/Mfr. or Resident Native American Business/Mfr. Preference Certification **(Must include a copy of the certificate with bid or proposal.)**

If claiming a Resident Veteran Business/Mfr. or Native American Business/Mfr. Preference Certification, please state annual gross revenue for preceding calendar year:

\$ _____

“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.”

(Signature of Business Representative) *

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to inspection and/or protest. A denial of award or recension of award may be made if the statement is proven incorrect.