

**CUBA INDEPENDENT SCHOOL DISTRICT
P.O. BOX 70
50 COUNTY ROAD 13
CUBA, NEW MEXICO 87013**

March 21, 2022

RFP 2022-01 Security Services

Response to Questions

- Does CISD currently have a contract for security services?
The District does not have a formal contract, however there is a service agreement.

If so,

- Who is the current contractor? International Protective Service
 - What is the current value of the contract? N/A
 - Do the current services include vehicle patrol? Yes
 - Please provide current wages and bill rate. \$150 per hour, per officer
- What is CISD's budget for the contract associated with RFP# 2022-01?
The District does not have a set budget amount at this time.
 - Has CISD previously employed School/District employees to complete the function of security?
No.
- If so,
- Does the current program include vehicle patrol?
 - Please provide current wages.
 - Does CISD intend to continue the internal positions?
- How much notice does the District intend to provide for service requests outside the hosted/special events, after hours patrol, weekends, and site staff training?
This will be determined on a case by case basis. We will typically relay this information as soon as it becomes available.
 - Does the District intend for the security provider to regularly perform services outside of the regularly scheduled school day? (i.e. overnight patrol)
No.
- If so, how frequently? (i.e. 24/7, only after-hours/overnights, only holidays and during school closures)

- Does the District intend for the security provider to conduct after-hours vehicle patrol of the CISD properties?
No.
 - If so, please provide the property/structures (and addresses if outside the connected campus) to be included.

- Aside from the background check required for the Security Professional's guard card license, will CISD require additional background check such as through PED?
No.
 - If so, please provide the cost of the additional background check.

- The Term, Renewal, Early Termination Initial Term on page 2 notes that the initial term of the agreement would start on or about April 20, 2022 and ending June 30, 2022. However, the Sequence of Events included on page 8 notes that the District intends to Recommend Award to the Governing Board on or around April 20, 2022, Contract Negotiations April 21 – 29, 2022, Issue Notice of Award/Contract on or around May 1, 2022. Please clarify the intended start-up timeline the District expects (i.e. 30 days, 45 days) from the official contract award date.
The District expects that the contract would start between April 20, 2022 – May 1, 2022.

- Please confirm the level of licensed Security Professional CISD is requesting. (i.e. Level 1-unarmed, Level 2-Less than Lethal, or Level 3-Armed).
Level 3.
 - If CISD is requesting Level 2 and/or Level 3, does the District have a preferred Less than Lethal option (i.e. pepper foam/spray and/or baton) for Level 2 and Level 3 licensed Security Professionals?
We are open to suggestions on this.

 - If CISD is requesting Level 3, please confirm that the Security Professional would also be required to be equipped with Less than Lethal equipment. (i.e. baton and/or pepper foam/spray, handcuffs)
Confirmed.

 - To reduce risk of equipment malfunction and to maintain a professional appearance, if CISD requests Level 2 or Level 3, please clarify that security contractor is required to own and maintain all equipment appropriate that they provide to the Security Professional for their level and post. (i.e. firearm, pepper foam/spray and/or baton, and handcuffs)
The contractor would be required to own and maintain all equipment.

- Does the District expect security contractor to also provide a Site Supervisor that would manage administrative tasks such as scheduling, required reporting, etc?
Yes.

- The section of the proposal captioned “Term, Renewal, Early Termination Initial Term” on page 2 of the RFP states that:

“Either party may terminate the agreement prior to the term for any reason upon the provision of sixty (60) days written notice.”

However, Appendix A General Conditions on page 9 of the RFP states that:

- The District may cancel the contract within a 30-day written notification to the successful contractor(s) if it is within the best interest to the District or if funds are unavailable. AND
- The Contractor may cancel within a 60-day written notification ONLY due to acceptable circumstances beyond the control of the Contractor.

Please clarify the parties’ respective termination rights.
60 days.

- Regarding contract renewals, the section of the proposal captioned “Term, Renewal, Early Termination, Initial Term” on page 2 of the RFP states that “the parties will have the option to renew the agreement, each year for a maximum of three (3) full fiscal years.” We understand the foregoing provision to mean that contract renewals are contingent upon the mutual agreement of both parties. Is that correct?
Yes.
- What are the District’s standard payment terms?
Net 30.
- Is the District exempt from payment of state and local sales and use taxes?
The District is tax exempt.
- We note that the agreement could extend for a period in excess of three (3) years after expiration of the initial term on June 30, 2022.
 - Does the District expect that the quoted pricing will apply with respect to any and all of the 3 one-year renewal terms? How will rate increases be addressed for each renewal term?
The rate terms upon renewal will be negotiable.
 - Will the Contractor also be permitted to raise rates when and as needed to recoup increases in the following costs that are outside of the Contractor’s control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such a legally mandated sick leave costs; and medical and other benefit costs?
Yes.
 - Does the District have a template contract that can be distributed for review by bidders in advance of the due date for proposals? If so, may bidders submit contract

exceptions with the proposal?

The District does not have a template contract.