

NEW MEXICO HIGHLANDS UNIVERSITY

**REQUEST FOR PROPOSALS #18-005-8
CAMPUS POLICE RECORDS
MANAGEMENT SYSTEM SOFTWARE
NIGP CODE 20857**

This Request for Proposals (RFP) is seeking offers for a university campus police records management system.	
Date Request For Proposals Issued: Friday, September 22, 2017	Date and Time Proposals are Due: Prior to 2:00 pm local time on Friday October 6, 2017
NMHU Point-of-Contact: Adam Bustos Director of Purchasing	Email Questions to: adambustos@nmhu.edu

RFP CONDITIONS

New Mexico Highlands University (hereinafter called “NMHU”) is seeking offers (hereinafter called “Proposal”) for a university campus police records management system (hereinafter called “Services”) requested in this Request for Proposals Number 18-005-8 and its attachments (hereinafter called “RFP”). You or your company (hereinafter called “Proposer”) may submit an offer (hereinafter called “Proposal”) to provide the Services set forth in this RFP. NMHU may accept Proposals, in whole or in part that most closely meets all the criteria described herein and may issue an award and contract to multiple Proposers. NMHU reserves the right to cancel this RFP in whole or in part at any time if it is in its best interest.

If following successful negotiations with NMHU, the successful Proposer(s) will enter into a legally binding contract (hereinafter called “Contract”) with NMHU.

Proposals submitted in response to this RFP shall represent a firm offer to contract on all the terms and conditions described in this RFP and its addenda. Each representation of fact and promise of future performance therein will be incorporated into the Contract as a warranty or covenant.

For definitions and description of the procurement process refer to Sections VI. and VII. of this RFP.

ACCEPTANCE OF TERMS AND CONDITIONS OF RFP FORM

During the period of the bidding, your point of contact (hereinafter called “POC”) will be limited to Adam Bustos, Director of the Purchasing Department. He has been designated as the contact person for this RFP. No Proposer may contact any NMHU employee, officer or member of the Board of Regents other than Mr. Bustos regarding this RFP through the date of the execution and award of the Contract. Any Proposer who makes such unauthorized contact shall be deemed to have violated the terms and conditions of this RFP and Proposer’s Proposal may be rejected as a result. Questions regarding the RFP should be submitted in writing via email to the POC. Any question, statement or response from the POC or other individual from NMHU that is not submitted and responded to in writing will not be incorporated into the Contract, RFP & attachments and addenda. NMHU will not be responsible for any misinterpretations, discrepancies or contradictory information that Proposer may claim if correspondences for clarification are not submitted to and received in writing. Every effort will be made to respond to your questions within a timely manner. The question and response will be shared with all Proposers, with personal information removed to ensure anonymity.

By signing below Proposer signifies that he is an authorized agent of his company and understands all of the terms and conditions of this RFP, its Attachments, and all addenda and agrees to cause himself or his company to be bound by them. Only an authorized agent of the Proposer’s company may sign this document.

Name of Firm

Authorized Representative Name Title

Signature Date

Provide point of contact of Proposer:

Name Title

Mailing Address

Telephone Number(s) Fax Number

Email Address

**SECTION I.
GENERAL INFORMATION**

TABLE OF CONTENTS

Section II.	Background and Purpose
Section III.	Scope of Services and Submittals
Section IV.	General Terms and Conditions
Section V.	Evaluation Components
Section VI.	Submittal Procedures
Section VII.	Instructions to Proposers

PROPOSAL SCHEDULE

ALL DATES AND TIMES ARE SUBJECT TO CHANGE

Issuance of RFP	September 22, 2017
Last Day to Submit Requests for Clarification	to be received by 5 pm on September 27, 2017
Final Addendum Issued to Prospective Proposers	no later than September 29, 2017
Proposal Submittal Deadline	to be received by 2 pm on October 6, 2017
Evaluations of Proposals	approximately one week
Presentations (if necessary)	following evaluations
Negotiations	following completion of evaluations and presentations (if necessary)
Award of Contract(s)	following successful negotiations

SECTION II. BACKGROUND AND PURPOSE

2.1 BACKGROUND

NMHU is a state-funded institution of higher education primarily serving northeastern New Mexico. NMHU is in its 124th year with its main campus located in Las Vegas, New Mexico. It currently serves several other communities and regions within the state through its centers and via distance education technologies.

NMHU offers bachelors and master's degrees in programs such as social work, the sciences, education, business, the arts, and many other fields of study. NMHU is an open enrollment comprehensive university with students from throughout the country and numerous other nations.

2.2 PURPOSE

NMHU's Campus Police and Security Department (hereinafter called "CPSD") currently maintains hardcopies of its documents and is requesting a records management system to improve efficiency, ensure permanent access to its documents, to compile a database so as to enhance the safety and security at NMHU, and for compliance with laws pertaining to records management.

SECTION III. SCOPE OF SERVICES AND SUBMITTALS

3.1 SCOPE OF SERVICES

Proposers are to offer a records management system (hereinafter called “RMS”) offering the Services specified in this Section and throughout the RFP documents. If your company is unable to provide any of the requested Services you are to clearly state this within your Proposal. If your system can offer any alternatives to the requested Services you are to specify alternative options and their capabilities and limitations.

A. Modules

The RMS is to provide storage and access for the following types of information/reports:

1. Incident reporting;
2. Investigative case management;
3. Property and evidence management;
4. Warrant;
5. Arrest;
6. Booking with photos and finger print cards;
7. Juvenile contact;
8. Traffic accident reporting;
9. Citation, misdemeanor and parking citations;
10. Field contact;
11. Pawn;
12. Civil Process;
13. Protection orders and restraints;
14. Permits and licenses;
15. Equipment and asset management;
16. Fleet management;
17. Personnel with the ability to create files within each personnel folder;
18. Internal affairs;
19. Vehicle Information;
20. Analytical support (crime analysis);
21. RMS reporting;
22. RMS system administration; and
23. RMS interfaces.
24. Computer Automated Dispatch

B. Internal and External Databases

The RMS is to provide capabilities for users to generate inquiries to internal and external data sources, such as:

1. State Department of Motor Vehicles and criminal history files;
2. National Crime Information Center (hereinafter called “NCIC”); and
3. Existing and emerging criminal justice systems.

C. Form Compatibility

The RMS is to allow for electronic processing, printing and saving of the completed form in the same format, query, and saving of the following reports or their most recently approved version:

1. State of New Mexico Uniform Incident Report (see Attachment 7); and
2. State of New Mexico Uniform Crash Report (see Attachment 8).

D. Master Indices

1. Query and retrieval by name, vehicles, location, organization, and/or property to produce a comprehensive response displaying all related records in the RMS;
2. Standard external data exchange for internal and external information sharing, state databases, and NCIC; and
3. All data entered in report forms “A” and “C” need to have query/cross referencing capabilities.

E. Statutory Requirements

The RMS must be capable of and provide easy access to reports and information required by Federal and State of New Mexico laws, including, but not limited to the following:

1. Federal Bureau of Investigation’s Uniform Crime Reporting program;
2. Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act;
3. Title IX of the Education Amendments of 1972 and related laws;
4. Federal Bureau of Investigation’s National Incident Based Reporting System; and
5. Federal Bureau of Investigation’s Criminal Justice Information System.

F. Additional Capabilities

1. Export to Microsoft Excel functionality;
2. Mobile accessible (Optional) if funding permits
3. Advanced Dashboard;
4. Partner dispatching; and
5. Daily logs.

3.2 TECHNOLOGY REQUIREMENTS

A. Software Interfacing

The RMS is to easily interface with NMHU’s existing computer network, Ellucian’s Banner. The RMS is to interface with the following, at a minimum:

1. All Microsoft Office products.

B. Software

The successful Proposer may provide its software to NMHU via remote installation or on-premise solution. The preference is on-premise. The successful Proposer is to offer on-site or remote training to NMHU’s Information Technology Services staff. This training is to include the following at a minimum: software maintenance, user administration, and installing of updates/patches. Provide NMHU Information Technology Services staff up to three (3) weeks of notice prior to scheduling the installation and training.

C. Hardware

Proposers are to provide a quote for the hardware required to operate the RMS he is quoting. The quote is to list each hardware component individually with specifications and pricing. NMHU reserves the right to procure those hardware components from the successful Proposer or from another vendor.

D. Number of Users

Proposer's RMS is to allow for the following, at a minimum:

1. Eight (8) concurrent users;
2. Twenty five (25) individual registered users; and
3. Proposer's RMS is to interface with NMHU's 'Active Directory'.

E. Maintenance Agreement Term

Proposers are to provide pricing options for the following:

1. One (1) year maintenance agreement;
2. Three (3) years of maintenance agreement; and
3. Five (5) years of maintenance agreement.

Note: NMHU reserves the right to choose the length of the term of the maintenance agreement. If NMHU chooses a multi-year term, payments will be made on an annual basis. NMHU is legally restricted from making payments beyond one (1) year in advance of receipt of services.

3.3 TRAINING

Training costs are to be included within Proposer's pricing.

- A. The successful Proposer is to offer on-site or remote training to NMHU's Information Technology Services (hereinafter called "ITS") staff. This training is to include the following at a minimum: software maintenance, user administration, and installing of updates/patches. Provide NMHU ITS staff up to three (3) weeks of notice prior to scheduling the installation and training;
- B. The successful Proposer is to offer on-site or remote training to NMHU's CPSD. This training must be adequate and thorough enough to allow for NMHU's users to seamlessly traverse within Proposer's RMS; and
- C. Explain how NMHU's ITS and CPSD staff can receive training in the future (website, remote, on-site, etc).

3.4 BUSINESS PROPOSAL SUBMITTALS

To be considered a Responsive Proposer, a Proposal must contain the following, at a minimum, referenced by number and in the following order:

A. Summary

The selected Proposer must show extensive experience with providing the Services requested within this RFP. Proposer's Statement of Qualifications should include at a minimum:

1. General Information

- a. Summary of the Proposer's business history and structure;
- b. Home office address;
- c. Customer representative's name and contact information;
- d. Toll-free customer support number(s) and if available, describe your online customer support;
- e. Qualifications and number of years of experience of the management team;
- f. Number of current customers, specify how many are university or community college police departments; and
- g. Company's Federal Taxpayer Identification Number issued by the U.S. Internal Revenue Service and Dun & Bradstreet number.
- h. Current List of New Mexico customers

2. Technology

- a. Describe the hardware and software supported by the RMS;
- b. Describe the hardware and software provided for the RMS;
- c. Describe the accessibility to and storage limits of your company's "cloud" or other online document and information storage system if designated by University to utilize a cloud storage system;
- d. Describe the accessibility to and storage limits of your company's "on premise" solution. (Non-cloud based).
- e. If your company is currently or plans to perform upgrades to your RMS explain them and how they may affect the existing RMS proposed to NMHU;
- f. Explain the data back-up capabilities and procedures;
- g. Explain the security levels capabilities and vulnerabilities;
- h. Explain the encryption process for communications between NMHU and your RMS;
- i. Specify how frequently your network experiences "down-time" and not accessible or minimally accessible. Explain how your company mitigates "down-time";
- j. Describe the installation and testing processes;
- k. Specify the number of concurrent users allowed; and
- l. Specify any legally required security and/or procedural steps which NMHU will be required to comply with for the housing of the server. The server will be housed at the ITS department on the NMHU main campus in Las Vegas, New Mexico.

3. Process and Technical Questions

- a. Explain how NMHU will be able to "audit" a user's access to the RMS;
- b. Explain how NMHU staff will be trained to utilize the RMS;
- c. Describe the levels of user access which can be granted to NMHU personnel;
- d. Specify if hardware provided to NMHU will be included at no-cost, sold, or leased;
- e. Describe the limitations of storage of data and documents, for example, resolution of documents, number of pages of scanned images, color scans, etc.;
- f. Explain how NMHU's documents and information stored on your network would be transferred to another provider or NMHU if Services are discontinued; and
- g. Provide a copy of your company's terms and conditions for the Services.

4. Electronic Demonstration

Your company may provide an electronic demonstration with its Proposal. The demonstration can be provided:

- a. On a USB-device; or
- b. On a CD-Rom/DVD-Rom; or
- c. On your company's website. Provide the internet link.

5. Subvendors

If your company plans to utilize sub-vendors to assist with any of the Services or technological aspects of the Services provide the company's name, home office contact information, and a description of their services offered to your company.

6. References

- a. Proposer must furnish a minimum of three (3) references of higher education institutions (associates level or higher) that Proposer has provided similar Services to within the last five (5) years. Include for each reference, at a minimum: the institution's name, highest degree level offered by the institution (associates, bachelors, masters, doctorate), its mailing address, a contact name, telephone number, and a brief description of the services provided;
- b. Proposer, by furnishing these references, agrees to allow NMHU to contact any persons and/or institutions listed, and to utilize information obtained in evaluation of his Proposal; and
- c. Failure to submit the information may result in your Proposal being considered as non-responsive and will be rejected.

7. Other

Provide any additional information which would demonstrate your company's ability to provide the Services and your RMS's capabilities.

Note: Documents which should be considered 'Confidential' in accordance with the State of New Mexico's Inspection of Public Records Act, §14-2-4 N.M.S.A. 1978 (hereinafter called "IPRA"), should be clearly labeled 'Confidential' on the top or bottom of each page. NMHU, as a state-funded entity, is required by law to comply with the IPRA.

B. Proposed Fee

1. Provide within your Proposal a Fee Schedule listing all costs for anticipated services, installation, training, travel & per diem for on-site training/installation, and other services not specifically requested in this RFP; and
2. Specify the cost for annual licensing and maintenance support.

SECTION IV. GENERAL TERMS AND CONDITIONS

4.1 AWARD

- A. In accordance with the State of New Mexico “Procurement Code”, §13-1-28 through §13-1-199 N.M.S.A. 1978, NMHU reserves the right to issue an award to the best qualified responsible Proposer which provides all of the required Services. An award will not be based solely on the Fee Schedule rates. The RFP will be evaluated based on all criteria listed in this RFP, its attachments, and addenda; and
- B. In accordance with §13-1-115 N.M.S.A. 1978, NMHU reserves the right to negotiate with Proposers. Issuing an Intent to Negotiate with a Proposer does not guarantee an award. An award and Contract will be made only after NMHU and Proposer complete successful negotiations.
- C. The resultant award of this proposal shall be available for use by any other agency or local public body and is conducted on behalf of other agencies and local public bodies. Resultant contracts from this solicitation will be solely between the proposer and individual agency.

4.2 PRESENTATIONS

- A. NMHU may choose to invite Proposers to make a presentation and answer questions asked by the search committee or others that NMHU deems appropriate. The Proposer may offer the presentation in-person on the NMHU main campus or via electronic transmission. Proposers will NOT be penalized if the presentation is offered electronically;
- B. NMHU reserves the right to invite as many Proposers that are in its best interest;
- C. Prior to the presentations NMHU may, with adequate time, specify requirements for the presentation and anything that is allowable and unallowable to present and discuss; and
- D. All costs associated with providing presentations will be borne on the Proposer.

4.3 PERIOD OF PERFORMANCE

- A. The initial term for the Contract will be for one (1) year as of the Effective Date of the subsequent Contract;
- B. The Contract may be extended if such renewals are mutually agreed to and found to be in the best interest of NMHU;
- C. Renewals are to be in one (1) year increments and are not to exceed seven (7) renewal years. Contracts shall not exceed eight (8) years including all renewals; and
- D. Renewals must be mutually agreed upon and made in writing.

4.4 REQUIRED AND INFORMATIONAL FORMS AND DOCUMENTS

- A. The following are to be completed and submitted with your Proposal:
 - 1. Acceptance of Terms and Conditions of RFP Form (page 2 of this RFP);
 - 2. Addendum Acknowledgement Form (Attachment 1);
 - 3. Supplier Conflict of Interest and Debarment/Suspension Certification Form (Attachment 2);

4. New Mexico Business Preference Form, if applicable (Attachment 3); and
 5. Resident Veterans Preference Certification Form, if applicable (Attachment 4).
- B. Informational Documents
1. Advertisement (Attachment 5); and
 2. Additional Terms and Conditions (Attachment 6)
 3. State of New Mexico Uniform Incident Report (Attachment 7); and
 4. State of New Mexico Uniform Crash Report (Attachment 8).

**SECTION V.
EVALUATION COMPONENTS**

Proposers shall ensure that all the information required herein be submitted with their Proposal.

Award of a Contract will not be based solely on cost. Proposers will be evaluated based on the criteria listed in this Section.

QUALIFICATION COMPONENTS

Proposals will be scored based on the following criteria. The maximum number of points that may be awarded is one-hundred (100) points.

Criteria Number	Description	Total Available Points
1	RMS capabilities and company’s ability to offer the Services requested.	20
2.	Technology: compatibility with NMHU’s computer network, existing RMS technologies, expansion capabilities of RMS system, ease of management of the RMS by NMHU ITS staff, future technologies, system security & accessibility, amount of “down-time” of company’s system, etc.	20
3.	Company history of offering the Services, number of existing customers, and references.	10
4.	Customer support: accessibility to customer support and technicians.	10
5.	Ease of use of the RMS: accessibility, navigating, uploading, and report making.	15
6.	Costs of Services: one-time costs and annual support/maintenance fees.	25

TOTAL POSSIBLE POINTS 100 POINTS

SECTION VI. SUBMITTAL PROCEDURES

6.1 Number of Proposals

- A. Proposer is to submit **FIVE (5)** complete hard copies of his Proposal. At least one (1) of the Proposals must have original signatures. On the front cover and/or cover letter of the Proposal with original signatures, state the following: ‘Original’; and
- B. It is preferred that Proposer also submit all Proposal documents on a USB Flash Drive.

6.2 Number of Pages Allowed

Proposer’s Proposal may not exceed twenty (20) pages. Double –sided printed pages will count for two (2) pages. The following will not count towards the limit of twenty (20) pages:

- A. Acceptance of Terms and Conditions of RFP Form (page 2 of this RFP);
- B. Pages which primarily include graphics and pictures;
- C. Completed RFP Attachment forms numbers 1 through 4; and
- D. Cover Letter of Proposal.

6.3 Instructions

- A. Instructions
 - 1. Proposals must be received in the NMHU main campus’ Purchasing Department office (903 University Avenue, Las Vegas, NM) by the due date and time as listed on page one (1) of this RFP or by a revised due date and time provided in an addendum. If a Proposal is late NMHU will not accept it. Postmarked or estimated delivery dates issued by carriers will not be considered as received by NMHU;
 - 2. All Proposals must be submitted in a SEALED envelope or box. Please write on the outer sealed envelope or box the following:

**"Sealed Proposal #18-005-8 to be received prior
to 2:00 PM on October 6, 2017"**

Failure to mark the sealed envelope or box may result in the Proposal being opened early or later and the Proposal may be declared non-responsive;

- 3. NMHU is not responsible for Proposals lost during delivery regardless of the means of delivery. A late Proposal may be accepted if received by an NMHU employee prior to the due date and time and not delivered to the Purchasing Department office and only when the error was made by an NMHU employee. NMHU will make this determination; and
- 4. Faxed and emailed Proposals will not be accepted.

B. DELIVERY MAY BE MADE AS FOLLOWS

- 1. **If via delivery in person:**
New Mexico Highlands University
Attn: Purchasing Department-RFP #18-005-8
903 University Avenue
Las Vegas, NM 87701

- 2. If via United States Postal Service:**
New Mexico Highlands University
Attn: Purchasing Department-RFP #18-005-8
P.O. Box 9000
Las Vegas, NM 87701
- 3. If via FedEx, United Parcel Service, or other carrier:**
New Mexico Highlands University
Attn: Purchasing Department-RFP #18-005-8
1005 Diamond Avenue
Las Vegas, NM 87701

SECTION VII. INSTRUCTIONS TO PROPOSERS

7.1 Definitions and Terms

- A. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals which clarifies, corrects, or changes the RFP. Plural: addenda.
- B. **Determination:** means the written documentation of a decision of the Purchasing Agent including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
- C. **On-Call:** Successful vendor may be asked to provide a quote for Services based on the terms & conditions of a resultant Contract. The successful Proposer may be contacted for multiple projects throughout the duration of the term of the Contract.
- D. **Proposer:** any person, corporation, or partnership legally licensed to provide professional services in this state who chooses to submit a Proposal in response to this RFP.
- E. **Purchasing Agent:** means the person or designee authorized by NMHU to manage or administer a procurement requiring the evaluation of proposals.
- F. **RFP:** means all documents, including attachments, addenda, or other documents incorporated by reference which are used for soliciting Proposals.
- G. **Responsible Proposer:** means a Proposer who submits a responsive Proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the Services described in this RFP.
- H. **Responsive Proposal:** means a Proposal which conforms in all material respects to the requirements set forth in this RFP. Material respects of an RFP include, but are not limited to; price, quality, quantity, or delivery requirements.
- I. The terms **must, shall, will, is required, or are required**, identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the rejection of the Proposer's Proposal.
- J. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

7.2 RFP Documents

- A. **Costs**
Any cost incurred by the Proposer in preparation, delivery, and presentation of any Proposal or material submitted in response to this RFP shall be borne solely upon him.
- B. **Copies of RFPs**
 - 1. A complete set of the RFP shall be used in preparing Proposals; NMHU assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the RFP; and
 - 2. A copy of the RFP shall be made available for public inspection at the Purchasing Office of NMHU.
- C. **Interpretations**

1. All requests of clarification about the meaning or intent of the RFP shall be submitted in writing and to the POC. The date listed as the deadline for submitting questions is the date of receipt. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect; and
 2. Proposers should promptly notify NMHU of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFP.
- D. Addenda
1. Addenda will be mailed, by facsimile or emailed to all whom are known by NMHU to have received a complete set of RFPs; and
 2. Each Proposer shall ascertain, prior to submitting the Proposal, that the Proposer has received all Addenda issued, and shall acknowledge their receipt in the Proposal transmittal letter (Attachment 1).

7.3 Proposal Submittal Procedures

- A. Correction or Withdrawal of Proposal
1. A Proposal containing a mistake discovered before Proposal opening may be modified or withdrawn by a Proposer prior to the time set for Proposal opening by delivering written, telegraphic, or electronic notice to the location designated in the RFP as the place where Proposals are to be received; and
 2. Withdrawn Proposals may be resubmitted up to the time and date designated for the receipt of Proposals, provided they are then fully in conformance with the RFP.
- B. Rejection or Cancellation of Proposals
- A rejection or cancellation of this RFP may be made in accordance with §13-1-131 N.M.S.A. 1978. NMHU reserves the right to waive irregularities, reject any or all Proposals, cancel this RFP for any reason and at any time, and/or award a Contract that is in its best interests.

7.4 Consideration of Proposals

- A. Receipt, Opening and Recording
1. Proposals received on time will be opened in the presence of two (2) or more witnesses (NMHU employees), but will not be opened publicly.
 2. The contents of all Proposals shall not be disclosed so as to be available to competing Proposers during the negotiation process.
- B. Proposal Evaluation
1. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of Service required, and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 - a. acceptable, or
 - b. potentially acceptable, that is, reasonably assured of being made acceptable, or
 - c. unacceptable (Proposer whose Proposal is unacceptable shall be notified promptly).

2. NMHU shall have the right to waive technical irregularities in the form of the Proposal of the Proposer, which do not alter the price, quality, or quantity of the Services.
 3. Proposals from responsive Proposers will be reviewed for conformance with the mandatory requirements stipulated in this RFP and compliance with Federal and State laws and NMHU policies. If a Proposal is accepted following this review, the Proposer will be considered a responsible Proposer and his Proposal will be reviewed by an Evaluation Committee.
 4. If a Proposer who otherwise would have been issued an Award and Contract, is found not to be a responsible Proposer, a determination that the Proposer is not a responsible Proposer, setting forth the basis of the finding, shall be prepared by the Purchasing Agent. The unreasonable failure of the Proposer to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Proposer is not a responsible Proposer.
 5. Selection Process
 - a. The evaluation of Proposals will be performed by an Evaluation Committee composed of representatives selected by NMHU. The Evaluation Committee shall independently evaluate statements of qualifications and performance data submitted by Proposers in regard to the particular request; and
 - b. The Evaluation Committee will select and rank in order of their qualifications the Proposers which are most qualified to perform the required Services, and may choose to have the finalist(s) make an oral presentation to the committee. NMHU will determine the schedule for the oral presentations. All costs incurred by Proposer for the oral presentations will be borne on the Proposer.
- C. Negotiations
Proposers submitting Proposals may be afforded an opportunity for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to Award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Proposers who submit Proposals found to be reasonably likely to be selected for Award.
- D. Notice of Award
After Award by NMHU, with reasonable promptness, a written Notice of Award shall be issued by NMHU to the successful Proposer and a letter of non-Award to the unsuccessful Proposers.

7.5 Governing Law

This RFP, its attachments, subsequent addenda, and the resultant Contract and/or purchase order will be interpreted and governed by the Laws of the State of New Mexico.

7.6 Post-Proposal Information- Protests

Proposers wishing to submit a protest must do so in writing within fifteen (15) calendar days after knowledge of the facts or occurrences and shall be in accordance with §13-1-172 to §13-1-176 N.M.S.A. 1978.

ATTACHMENT 2

**SUPPLIER CONFLICT OF INTEREST AND
DEBARMENT/SUSPENSION CERTIFICATION FORM**

Conflict of Interest

1. No employee or Regent of New Mexico Highlands University is to have a direct or indirect interest in the Proposer, Contractor, or Vendor (hereinafter called "Contractor") or in the proposed transaction (unless Contractor is a publicly traded company and the employee or Regent's interest is less than one percent [1%] of the Contractor);
2. Contractor is to not employ nor is negotiating to employ any NMHU employee or member of the NMHU Board of Regents;
3. Contractor is to have not participated directly or indirectly in the preparation of specifications upon which the Proposal is made;
4. If the Contractor is a New Mexico State Legislator or if a New Mexico State Legislator holds a controlling interest in Contractor, please identify Legislator(s):
_____;
5. List below the name and social security number of any employee of the Contractor or person assisting in the proposed transaction in any way who was an NMHU employee within the preceding twelve (12) month period. Name of employee and SSN:
_____ ; and
6. In accordance with NMHU policy, an award cannot be made to a firm in which current or recent (last twelve [12] months) NMHU employees have a controlling interest.

Debarment/Suspension Status

1. The Contractor 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 State or Federal Agency; and
2. The Contractor agrees to provide immediate notice to the Director of the New Mexico Highlands University Purchasing Department in the event of being suspended, debarred or declared ineligible by any State department or Federal Agency, or upon receipt of a notice of proposed debarment that is received after the submission of the Proposal but prior to the award of the purchase order or Contract.

Certification

The undersigned hereby certifies that he/she has read the above Conflict of Interest and Debarment/Suspension Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that he has the authority to certify compliance for the Contractor named below.

Name Typed: _____ Title: _____

Signature: _____ Date: _____

Company: _____ City _____

Address: _____ State: _____ Zip _____

ATTACHMENT 3

NEW MEXICO BUSINESS PREFERENCE FORM (if applicable)

Points will be awarded based on Proposers/Proposers ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

In addition, the attached certification form must accompany any RFP and any business wishing to receive a resident veteran's preference must complete and sign the form.

RFP's are to be evaluated on preference as follows:

In addition, to the total points on an RFP, a percentage of additional points must be added for preference award. For example; an RFP has a total value of 100 points. Five proposals are received; one from a resident business (five percent [5%] preference), one from a resident veterans business with an eight percent (8%) preference and three non-resident (no preference) businesses.

The two resident business preference businesses would receive five (5) points for a maximum of one-hundred and five (105) points and the resident veterans business preference would receive eight (8) points to their already evaluated score, making it possible for the highest score total of one-hundred and eight (108).

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

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

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

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

NM RESIDENT PREFERENCE NUMBER OR RESIDENT VETERANS PREFERENCE NUMBER:

Provide a copy of the Certificate with your Proposal.

ATTACHMENT 5

**NEW MEXICO HIGHLANDS UNIVERSITY
REQUEST FOR PROPOSAL #18-005-8
CAMPUS POLICE RECORDS MANAGEMENT SYSTEM SOFTWARE
NIGP Code 20857-Law Enforcement Software**

New Mexico Highlands University (NMHU) will accept proposals for the **CAMPUS POLICE RECORDS MANAGEMENT SYSTEM SOFTWARE** Request for Proposals Number 18-005-8 (RFP).

All proposals must be in NMHU's Purchasing Department prior to 2:00 pm local time on Friday October 6, 2017. Proposals received after that time will not be accepted. In accordance with state law, proposals will not be opened publicly.

All proposals shall comply with the New Mexico Procurement Code, and applicable Federal, state and local laws.

NMHU reserves the right to waive irregularities, reject any or all proposals, cancel this RFP for any reason and at any time, and/or award a contract that is in its best interest. No proposer may withdraw his proposal for forty-five (45) calendar days after the actual date of the opening.

RFP documents can be obtained by contacting Adam Bustos at adambustos@nmhu.edu or 505-454-3053.

Informational:

Advertised in the Albuquerque Journal on September 22, 2017.

**ATTACHMENT 6
ADDITIONAL TERMS AND CONDITIONS**

The successful Proposer is to incorporate the terms and conditions within this Attachment into the finalized Agreement or as an addendum to the finalized Agreement. Proposers may propose alternative language.

Note:

Vendor – Represents the successful Proposer and when inserted into Proposer’s Agreement it may be changed.

Contract – Represents the legal binding agreement between NMHU and the successful Proposer and may be changed to the term ‘Agreement’ by the successful Proposer.

AMENDMENT

This Contract shall not be altered, changed, or amended except by an instrument in writing and signed by both NMHU and Vendor.

AUDITING, ACCOUNTING AND REPORTING

- A. All records must be retained by Vendor, and accessible to NMHU for a minimum of three (3) years from the date of final payment of the Contract. NMHU reserves the right to audit at any time any aspect of the Services performed by Vendor;
- B. The books, records, documents, and accounting procedures and practices of Vendor relevant to this Contract shall be subject to examination by NMHU. Vendor will:
 - 1. Provide NMHU and/or its auditors reasonable facilities for the examination, copying, and audit of the books and records;
 - 2. Make such returns and reports available as required;
 - 3. Attend and answer under oath all lawful inquiries as required by a court of competent jurisdiction;
 - 4. Produce and exhibit such books and records as may be desired to be inspected; and
 - 5. In all things cooperate with NMHU and/or its auditors in the performance of its duties.
- C. NMHU will be informed by Vendor of any schedule of independent audits of Vendor’s records and operations. NMHU shall receive a copy of the report of any findings that affect NMHU.

CONFIDENTIALITY

Any information and other data developed or acquired by or furnished to Vendor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization without the prior approval of NMHU.

CONFLICT OF INTEREST

Vendor shall warrant that its owners, officers, employees, and subconsultants have 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 this Contract.

INDEMNIFICATION

Vendor shall indemnify, and hold harmless NMHU, its respective employees, Regents, officers and agents from and against all liability, claims, suits or causes of action, losses, damages penalties, fines, fees, costs and demands, including reasonable legal expenses and reasonable attorneys' fees connected therewith, but only to the extent arising out of or resulting from negligent acts of Vendor, its agents, employees, and subconsultants in the performance of the Services under this Contract.

INDEPENDENT CONTRACTOR

- A. It is expressly understood that Vendor is an independent contractor and not the agent, official, partner, or employee of NMHU. Vendor shall have complete charge and responsibility for persons employed by Vendor and engaged in the performance of the specified Services. Neither Vendor nor any of Vendor's employees, agents, or subconsultants shall be treated as an employee of NMHU for any purpose whatsoever. Vendor declares that Vendor has complied with all Federal, State, and local ordinances, regulations, codes, and laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Contract. Vendor further declares that it is engaged in the same or similar activities for other clients and that NMHU is not Vendor's sole or only client or customer; and
- B. No Federal, state, or local income, payroll, or employment taxes of any kind shall be withheld or paid by NMHU with respect to payments to or on behalf of Vendor or Vendor's agents, subconsultants, owners, or employees. Vendor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If Vendor is not a corporation, Vendor further understands that Vendor may be liable for self-employment (social security) tax, to be paid by Vendor according to law.

INSURANCE REQUIREMENTS

Without limiting any liabilities or any other obligation of Vendor, Vendor shall purchase and maintain (and cause its subconsultants to purchase and maintain), in a company or companies lawfully authorized to do business in the state of New Mexico, and rated at least A- VII in the current A.M. Best's, the minimum insurance coverage as follows:

- A. Vendor will be required to maintain at Vendor's cost, the minimum following insurance coverage for the duration of this Contract and shall provide a Certificate of Insurance, listing NMHU as additional insured with the following language: "**New Mexico Highlands University (NMHU) is recognized as additional insured for NMHU Request for Proposal Number 18-005-8.**"
 - 1. Two hundred fifty thousand dollars (\$250,000) in Worker's Compensation Insurance;
 - 2. Five hundred thousand dollars (\$500,000) in Commercial General Liability Insurance, or the equivalent, per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU.";

3. Five hundred thousand dollars (\$500,000) in Umbrella/Excess Liability Insurance liability coverage per occurrence and five hundred thousand Dollars (\$500,000) policy aggregate; and
 4. Coverage and limits associated with product and/or profession.
- B. The Certificate of Insurance shall be in a format acceptable to NMHU. Such Certificates shall be filed with NMHU and shall also contain the following statements:
- “The Regents of New Mexico Highlands University, New Mexico Highlands University, its agents, servants and employees are held as additional named insured for all services providing for under NMHU request for proposals number 18-005-8.”**
- And
- “The insurance coverage certified herein shall not be cancelled or materially changed except after the insurer endeavors to provide forty-five (45) days written notice to the Owner.”**
- Certificate of Insurance shall be forwarded to:
- New Mexico Highlands University
Attn: Purchasing Department
P.O. Box 9000
Las Vegas, NM 87701
- The State of New Mexico, its departments, agencies, boards, and commissions reserve the right to request and receive certificates of insurance evidencing the required policies and endorsements within ten (10) calendar days of the signing of this Contract.
- C. Failure on the part of Vendor to meet these requirements shall constitute a material breach of Contract, upon which the State of New Mexico, its departments, agencies, boards and commissions may terminate this agreement in accordance with the provisions listed below or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of New Mexico, its departments, agencies, boards and commissions shall be repaid by Vendor upon demand, or the State of New Mexico, its departments, agencies, boards, and commissions.

INVOICING AND PAYMENTS

- A. Upon certification and acceptance of Services NMHU will issue payment no later than thirty (30) days following the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on this Contract to Vendor at the rate of one and one-half percent (1½%) per month;
- B. If NMHU finds that any of the Services performed are not acceptable payment will be held on the portion of Services that is unacceptable. If NMHU determines that any portion of the Services are not acceptable it is to submit to Vendor, within thirty (30) days of receipt of written notice from Vendor that payment is requested for Services, provide Vendor a letter of exception explaining the objection to the Services along with details of how Vendor may proceed to provide remedial action; and
- C. Invoices are to be sent to:

New Mexico Highlands University
Attn: Accounts Payable
P.O. Box 9000

Las Vegas, NM 87701

NON-DISCRIMINATION

Vendor, its employees, agents, owners, and any subconsultants engaged to provide Services shall not discriminate on the basis of race, color, religion, gender, age, national origin, disability, sexual preference, veteran's status, or any other basis prohibited by law.

NON-EXCLUSIVE CONTRACT

Vendor agrees that NMHU may employ other vendors during the term of this Contract at the sole discretion of NMHU.

RELEASE

- A. Vendor shall, upon final payment of the amount due under this Contract, release NMHU, the NMHU Board Regents (hereinafter called Regents), its officers, and employees and the State of New Mexico from liabilities, claims, and obligations whatsoever arising from or under this Contract; and
- B. Vendor agrees not to purport to bind NMHU or the State of New Mexico to any obligation not assumed in this Contract by NMHU or the State of New Mexico, unless Vendor has express written authority to do so, and then only within the strict limits of that authority.

REPRESENTATIONS

Each party to this Contract represents and warrants to the other that he has full right, power, and authority to enter into and execute this Contract.

STATE OF NEW MEXICO LAW PREVAILS

The place of performance of this Contract shall be the State of New Mexico. This Contract shall be construed, interpreted, and enforced according to the laws of the State of New Mexico, and all claims and disputes shall be brought in the state courts of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with §38-3-1 (G) N.M.S.A. 1978.

STATE OF NEW MEXICO PROCUREMENT CODES AND STATUTES

- A. Vendor is hereby put on notice that the State of New Mexico Procurement Code, Sections §13-1-28 through §13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the State of New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks; and
- B. Vendor must comply with all state procurement statutes pursuant to §13-1-28 through §13-1-199 N.M.S.A. 1978, which imposes civil and criminal penalties for code violations.

TERMINATION OF CONTRACT

Termination of this Contract, regardless of the form of termination, does not nullify obligations or liabilities already incurred for performance or failure to perform prior to the date of termination. If this Contract is terminated, regardless of the form of termination, NMHU and Vendor will continue to maintain all rights and responsibilities afforded to them under this Contract.

A. Cancellation Without Cause for Convenience

- 1. Either party may cancel this Contract and/or the rendering of Services without cause by providing the other party written notice at least sixty (60) days prior to the

non-renewal or expiration of the initial one (1) year term or during any subsequent one (1) year terms. If cancellation is made by NMHU, it will be considered a cancellation for convenience;

2. Cancellation will be considered on the day the party mails or emails the written cancellation notice. If issued by mail, the party is to send the document via Certified Mail;
3. Cancellation without cause does not grant Vendor any financial compensation for future, anticipated, or unearned profits; and
4. Vendor will be paid for Services rendered up to the last day of the cancellation. Vendor is to continue to provide its Services until the last day of the cancellation and will be required to complete any and all remaining obligations.

B. Cancellation for Default

1. Should Vendor at any time violate any material conditions of this Contract or fail to comply with any of his contractual obligations, NMHU may, by written notice to Vendor, demand that Vendor remedy such violation or failure. Failure on the part of Vendor to fulfill contractual obligations shall be considered just cause for termination of this Contract. NMHU will then no longer be bound to this Contract;
2. If, after receipt of the notice from NMHU specifying each failure, Vendor does not cure such failure within a period of twenty (20) days, or by a different deadline specified by NMHU if, in its sole discretion, it feels a different period is acceptable, NMHU may terminate the whole or part of this Contract in question. An exception to this policy will occur in cases where the deficiency is deemed by NMHU to have the potential to result in direct endangerment to the health of any individual or individuals associated with Vendor or NMHU. In this case, NMHU may choose to intercede and take immediate corrective action, charging all costs of doing so to Vendor;
3. If Vendor does not correct a deficiency upon written notice by NMHU and within the time frame specified, NMHU may terminate the Contract by written notice to Vendor. The notice shall specify the acts or omissions relied upon as cause for termination. NMHU shall pay Vendor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Vendor's breach. If the damages are more than the compensation payable to Vendor, Vendor will remain liable after termination and NMHU can affirmatively collect damages;
4. In the event that NMHU terminates this Contract in whole or in part as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such Services as required by this Contract, and Vendor shall be liable for any cost for such Services. However, if this Contract is terminated in part, Vendor shall be required to continue the performance of the Contract to the extent not terminated under the provisions of this clause, while remaining liable for any cost of Services obtained by NMHU to cover Services canceled due to Vendor's inability to cure such failure;
5. Upon entry of a judgment of bankruptcy or insolvency by or against Vendor, NMHU may terminate this Contract; and
6. In the event of termination and/or expiration of this Contract, Vendor agrees to provide reasonable cooperation in ensuring a smooth transition to another provider.

C. Cancellation for Non-Appropriation of Funds

If NMHU funds are not appropriated or otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the new fiscal year (beginning on July 1st of each year and concluding on June 30th) for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either party's rights and responsibilities under any termination clause in this Contract. The effect of termination of this Contract hereunder will be to discharge both Vendor and NMHU from future performance of this Contract, but not from their rights and obligations existing at the time of termination. NMHU shall notify Vendor as soon as it has knowledge that funds may not be available for the continuation of this Contract or any portion thereof for each succeeding fiscal period beyond the first. NMHU's determination of funding under this Section shall be final and accepted by Vendor.