

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/25/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/16/14**

ISSUE:

6. Bid. No. 14/27/B – Security Services at Municipal Parking Facilities, City Hall/Santa Fe Community Convention Center, Public Libraries, Municipal Court and Santa Fe Trails and Agreement; AAA Security. (P.J. Griego)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

Requested approval of Bid No. 14/27/B for security services at Municipal Parking Facilities, City Hall/Santa Fe Community Convention Center, Public Libraries, Municipal Court and Santa Fe Trails and Agreement with AAA Security in the amount of \$307,620 annually for a total amount of \$615,240 for a two year term. Budget is available in parking fund.

SPECIAL CONDITIONS OR AMENDMENTS

Approved a one year agreement, with an option to renew for an additional year and directed staff to develop a scope of work for a contract to be awarded at the end of the term that includes both active and passive security and includes the latest technology in security measures to be implemented in the City.

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

City of Santa Fe, New Mexico

memo

DATE: June 17, 2014

TO: Mayor and Members of the Governing Body

FROM: Robert Rodarte, City Purchasing Director *RR*
6/17/14

SUBJECT: Request for Bid (RFB) #14/27/B—Agreement with AAA Security for Security Services

ITEM AND ISSUE

On May 22, 2014, the City issued a RFB to prequalified bidders for security services at multiple City facilities, including parking garages, the Convention Center and libraries. The following bids were submitted: AAA for \$307,620.00; Blackstone Security for \$354,385.36; and Chavez Security for \$396,018.38. Staff recommended that the contract be awarded to AAA, the lowest bidder, for a two year period. The attached staff background Memo dated June 3, 2014 stated that: "Security specialists have agreed that a combination of active security (guards that provide "boots on the ground" security patrol) and passive security (surveillance cameras, lights, and alarm devices) is a good approach." The City does currently have both passive and active security. In 2013, the City awarded a passive security contract to Chavez Security, procured pursuant to RFB #13/10/B, in the amount of \$253,717.52, for 34 surveillance cameras at 15 sites, including parks, trails and parking. This contract requires the installation and maintenance of cameras and related software and data storage, as well as monitoring the surveillance cameras.

On June 9, 2014, the Public Work Committee (PWC) did not approve the AAA agreement and directed staff to cancel the RFB and issue a Request for Proposals (RFP) instead. (See attached draft minutes of PWC June 9th meeting.)

The City Attorney's Office has advised that state law identifies security services as services, not professional services. As a result, an RFB is the designated procurement method for security services. The City's Procurement Manual tracks state law. (See the attached April 25, 2007 Professional Services Determination Policy issued by the New Mexico State Purchasing Division and the Contracts Review Bureau and to Sections 13-1-76 and 13-1-87 the New Mexico Procurement Code.)

On June 16, 2014, the Finance Committee approved the awarding of a one year agreement to AAA Security and directed staff to develop a scope of work for a contract to be awarded at the end of the one year term of the AAA agreement, that will include both active and passive security measures and include the latest technology for City wide security measures.

RECOMMENDED ACTION

Staff recommends approval of the security services agreement with AAA for a one year term. Staff will develop a scope of work for a contract to be awarded at the end of the one year term that includes both active and passive security and includes latest technology in security measures to be implemented in the City.

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and AAA Security (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following highly visible uniformed security services for the City at the Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court and Santa Fe Trails:

A. Post uniformed security ("Employee") at the Santa Fe Municipal facilities described above with duty locations and times as designated by the Division Director or designee. The employee shall: (1) remain visible and accessible to the public at all times and take direction from the Santa Fe Municipal Facilities Operations Manager or his designee; (2) provide assistance in security or safety related situations when needed; (3) confront suspicious activity diplomatically without altercation; (4) use reasonable efforts to deter, or when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to a facility or vehicles in the parking area; (5) provide reports on all activity, and when necessary, follow-up on incidents to their conclusion including court appearances; (6) cooperate with and assist law enforcement agencies in connection with crimes committed at, near or effecting the assigned area; (7) maintain the scene of a crime to protect possible evidence in accordance with established procedures; (8) report all safety hazards, burned out light bulbs, and doors or gates that

have malfunctioned; (9) control traffic, the ingress and egress of patrons, and provide assistance as needed; (10) notify the Santa Fe Dispatch/ Regional Emergency Communications Center of a need for police, fire or medical assistance; (11) perform related duties and responsibilities as assigned by the Sites manager, and (12) times of service are outlined in the Hours of Operation attached hereto as Exhibit "A". The hours are subject to change upon seven (7) days notice by the City to the Contractor, although emergency situations may require shorter notice, to be negotiated.

B. Require of Contractor's employees to notify parking personnel of individuals who park illegally and to maintain radio and pager contact as directed by the Site Manager for the duration of the employee's shift. Radio and pager will be provided by the Contractor.

C. Perform ten (10) scheduled or unscheduled security inspections in the municipal buildings assigned including both secure and non-secure public areas.

D. Comply with each and every Specification set forth in the RFB #14/27/B, pages 10 through 15, including but not limited to: 1) the Contractor shall submit to the City, within seven (7) days prior to the commencement of service, a background investigation report for all personnel assigned to the City under the terms of this agreement; 2) the City reserves the right, if the City finds a Contractor's employee unsuitable or unfit for assigned duties, to direct the Contractor to cease the assignment of that particular employee to any City work; and 3) the City reserves the right to interview and approve, or reject all Contractor's employees, prior and subsequent to report date, and all Contractor's employee personnel files shall be made available to the City upon request, for periodic inspection.

2. STANDARD OF PERFORMANCE; LICENSES

A. At no time shall the Contractor assign an employee under the terms and conditions of this Agreement that has been convicted of a felony or crime of moral turpitude.

B. At no time shall the Contractor or its employees assigned under the terms and conditions of this Agreement, accept fees or other monetary compensation of any kind from patrons or invitees for services rendered or under this Agreement.

C. Contractor shall assign one employee as its Contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to the City and shall be available at reasonable times to consult with the Santa Fe Municipal Operation Manager or designated representative regarding the services rendered or services to be rendered under this Agreement.

D. Contractor shall submit to the City, a complete background investigation report for all personnel assigned to the City under the terms of this Agreement, 7 days prior to each assignment. The background investigation report shall include, but not be limited to:

- (1) Verification of criminal history and background.
- (2) Confirmation of previous employment.
- (3) Verification of all application information.
- (4) Verification of application filed with the Bureau of Private

Investigators.

E. The City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If the Contractor receives an unsuitable

report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the City finds a Contractor's employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.

F. Contractor shall assign personnel who have the same comparable training levels and following qualifications:

(1) Trained knowledgeable employees that are licensed, with excellent backgrounds. Employees assigned under this Agreement must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Sections 61-27-1 et seq. NMSA 1978 prior to the employee being assigned to its post.

(2) Must possess adequate training to provide the services and a minimum of six (6) months experience in police science or security service.

(3) Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.

(4) Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.

(5) Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.

(6) Possess a valid appropriate driver's license.

G. Deliver to the City, no less than 24 hours prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or

subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:

- (1) Outline of security experience (minimum six months).
- (2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.
- (3) Outline of related training to include but not be limited to courses, dates, hours, and certification.
- (4) Verification of all employment application information.
- (5) Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.
- (6) Verification of license application to Bureau of Private Investigators.

H. Contractor shall provide an on-going advanced officer training program with the curriculum mutually agreed upon between the City and the Contractor, reflecting changes in law, regulations, customer relations, corporate policies, etc.

I. Supply all standard uniforms to its employees and assure that they are regularly cleaned and maintained.

J. Supply, at its own expense, all equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement. The Contractor will provide the necessary radio equipment as mutually agreed for communication.

K. Registered, and be in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.

L. Maintain a current license throughout the term of this Agreement, and shall report the potential for license suspension, revocation, or limitation to the City within 10 days of notice from the state, county or city licensing boards.

N. Submit all incident reports, logs or ledgers relating contract information to the City or its designated representatives on a daily basis, Monday through Friday, or upon request.

O. Respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

P. Require to replace or repair, at its cost, any equipment owned by the City (without limitation, communication equipment, fire equipment, safety equipment, locks, keys, access control systems, etc.), damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

Q. Work special events on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than one week notice in the event of an emergency or special event not regularly scheduled.

R. Provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City shall not consider an invoice for payment of services without the master log for each location.

3. COMPENSATION

A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed three hundred seven thousand six hundred twenty dollars (\$307,620) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of fourteen dollars (\$14.00) per hour for each unarmed security guard posted, sixteen dollars and fifty cents (\$16.50) per hour for each armed security guard posted and seventeen dollars (\$17.00) per hour for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. An additional sum of ten thousand dollars (\$10,000) is encumbered in the event that additional security service is required for emergencies, holidays and special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision

as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2015 unless terminated sooner pursuant to Article 6 below.

6. RENEWAL

Prior to the expiration date of this Agreement, Contractor and the City may mutually agree, in writing signed by both parties, to renew this Agreement for an additional one (1) year. Contractor and the City shall renegotiate the terms and conditions upon renewal.

7. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, therefore Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that

in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City

is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, and action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

To City: Santa Fe Parking Division
Attn: PJ Griego, Enterprise Fund Accountant
P.O. Box 909
Santa Fe, N.M. 87504-0909

To Contractor: AAA Security
Attn: Jacob Armenta
1330 San Pedro NE Ste. 103
Albuquerque, NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
AAA Security

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

N.M. Taxation & Revenue
CRS #
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Judith Amer for

KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY *6/19/14*

APPROVED:

MARCOS TAPIA
FINANCE DIRECTOR

52155.510300

Business Unit / Line Item

City of Santa Fe, New Mexico

memo

DATE: June 12, 2014

TO: Finance Committee

FROM: Robert Rodarte, CPPO, CPPB
Purchasing Officer

[Handwritten signature]
6/12/14

RE: Request for Bid (RFB) #14/27/B – AAA Security (AAA) for Security Services

ITEM AND ISSUE

On May 22, 2014, the City issued a RFB to prequalified bidders for security services at multiple City facilities, including garages and libraries. The following bids were submitted: AAA for \$307,620.00; Blackstone Security for \$354,385.36; and Chavez Security for \$396,018.38. Staff reviewed the three submittals and forwarded for Governing Body approval its recommendation that the contract be awarded to AAA, the lowest bidder. (See attached staff background Memo dated June 9, 2014.)

The recommendation was reviewed by the Public Works Committee (PWC) on June 9, 2014. PWC did not approve the contract and directed staff to cancel the RFB and issue a Request for Proposals (RFP) instead. (See attached draft minutes of PWC June 9 meeting.)

After the PWC meeting, the City Attorney's Office advised that state law identifies security services as services, not professional services. (See the attached April 25, 2007 Professional Services Determination Policy issued by the New Mexico State Purchasing Division and the Contracts Review Bureau and to Sections 13-1-76 and 13-1-87 the New Mexico Procurement Code.) As a result, an RFB is the designated procurement method for security services. The City's Procurement Manual tracks state law.

On June 10, 2014 the City received a bid protest from AAA. (See attached AAA protest letter.) We have advised AAA that the proposed award has not been heard by the Finance Committee and that if the Finance Committee approves the award, it will be presented to the Governing Body for approval. As a result, the protest is premature.

RECOMMENDED ACTION

Staff recommends approval of the security services contract with AAA.

City of Santa Fe, New Mexico

memo

DATE: June 9, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer 
Purchasing Office

VIA: Marcos A. Tapia, Finance Director 
Finance Department

ISSUE: Award of Bid # '14/27/B
Security Services for the Municipal Parking Facilities, Santa Fe Community Convention Center, City Hall, Public Libraries, Municipal Court and Santa Fe Trails

SUMMARY:

On June 9, 2014, three bids were received for the procurement of the aforementioned service as follows:

	Bid Amount	Local Preference	Veterans Preference
AAA Security, Albuquerque			
La Farge Library (hourly rate)	\$ 14.00		
Total for 2738 (regular hours)	\$ 38,332.00		
Main Library (hourly rate)	\$ 14.00		
Total for 3044 (regular hours)	\$ 42,616.00		
Mobile Patrol			
Total for 5696 Regular Hours (hourly rate)	\$ 17.00		
144 Holiday Hours (hourly rate)	\$ 25.50		
Total for 5696 Regular & 144 Holiday Hours	\$100,504.00		
Municipal Court (hourly rate)	\$ 16.50		
Total for 2016 (regular hours)	\$ 33,264.00		
City Hall/SFCCC (hourly rate)	\$ 16.50		
Total for 2016 (regular hours)	\$ 33,264.00		
SF Trail (hourly rate)	\$ 14.00		
Total for 1216 (regular hours)	\$ 17,024.00		
Southside Library (hourly rate)	\$ 14.00		
Total for 3044 (regular hours)	\$ 42,616.00		
Total Bid Amount (regular & holiday hours)	<u>\$307,620.00</u>		
Blackstone Security, Albuquerque			
La Farge Library (hourly rate)	\$ 15.24		\$329,578.38
Total for 2738 (regular hours)	\$ 41,727.12		
Main Library (hourly rate)	\$ 15.24		

Total for 3044 (regular hours)	\$ 46,390.56
Mobile Patrol	
5696 Regular Hours (hourly rate)	\$ 21.89
144 Holiday Hours (hourly rate)	\$ 32.84
Total for 5696 Regular & 144 Holiday	\$129,414.40
Municipal Court (hourly rate)	\$ 17.84
Total for 2016 (regular hours)	\$ 35,965.44
City Hall/SFCCC (hourly rate)	\$ 17.84
Total for 2016 (regular hours)	\$ 35,965.44
SF Trail (hourly rate)	\$ 17.84
Total for 1216 (regular hours)	\$ 18,531.84
Southside Library (hourly rate)	\$ 15.24
Total for 3044 (regular hours)	\$ 46,390.56
Total Bid Amount (regular & holiday hours)	<u>\$354,385.36</u>

CSI, Chavez Security, Inc., Santa Fe

La Farge Library (hourly rate)	\$ 19.47	\$356,416.54
Total for 2738 (regular hours)	\$ 53,308.86	
Main Library (hourly rate)	\$ 19.47	
Total for 3044 (regular hours)	\$ 59,266.68	
Mobile Patrol		
5696 Regular Hours (hourly rate)	\$ 20.89	
144 Holiday Hours (hourly rate)	\$ 20.89	
Total for 5696 Regular & 144 Holiday	\$121,997.60	
Municipal Court (hourly rate)	\$ 19.47	
Total for 2016 (regular hours)	\$ 39,251.52	
City Hall/SFCCC (hourly rate)	\$ 19.47	
Total for 2016 (regular hours)	\$ 39,251.52	
SF Trail (hourly rate)	\$ 19.47	
Total for 1216 (regular hours)	\$ 23,675.52	
Southside Library (hourly rate)	\$ 19.47	
Total for 3044 (regular hours)	\$ 59,266.88	
Total Bid Amount (regular & holiday hours)	<u>\$396,018.38</u>	

The using department has reviewed the bid and recommends award to AAA Security, Albuquerque in the amount of \$307,620.00 annually for a two year term totaling \$615,240.00.

Budget will be available in multiple business units 52155, 52102, 12057, 22774, 12100,12002 and line item 510300 each fiscal year.

ACTION:

It is requested that this recommendation of award to AAA Security, Albuquerque in the amount of \$615,240.00 for a two year term be reviewed, approved and submitted to the City Council for its consideration.

Attachments:

1. Memo of recommendation from the using division.
2. Bid tabulation sheet.
3. Copy of the agreement between the owner and contractor.

CITY OF SANTA FE
PURCHASING OFFICE
BID TABULATION SHEET

Security Service for Municipal Parking Facilities, Santa Fe Community Convention Center, City Hall, Public Libraries, Municipal Court & Santa Fe Trails

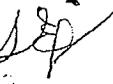
DATE: 06/02/14	AAA Security, Albuquerque	Blackstone Security, Albuquerque	CSI, Chavez Security, Inc. Santa Fe
BID: 14/27/B	BID AMOUNT	BID AMOUNT	BID AMOUNT
PREPARED BY: SHIRLEY R.			
ITEM & DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT
La Farge Library - Hourly Rate:	\$14.00	\$15.24	\$19.47
Total for 2738 Regular Hours	\$38,332.00	\$41,727.12	\$53,308.86
Main Library - Hourly Rate:	\$14.00	\$15.24	\$19.47
Total for 3044 Regular Hours:	\$42,616.00	\$46,390.56	\$59,266.68
Mobile Patrol:			
Hourly Rate for 5696 Regular Hours	\$17.00	\$21.89	\$20.89
Hourly Rate for 144 Holiday Hours	\$25.50	\$32.84	\$20.89
Total for 5696 Regular Hours and 144 Holiday Hours	\$100,504.00	\$129,414.40	\$121,997.60
Municipal Court - Hourly Rate:	\$16.50	\$17.84	\$19.47
Total for 2016 Regular Hours	\$33,264.00	\$35,965.44	\$39,251.52
City Hall/SFCCC - Hourly Rate:	\$16.50	\$17.84	\$19.47
Total for 2016 Regular Hours	\$33,264.00	\$35,965.44	\$39,251.52
SF Trail - Hourly Rate:	\$14.00	\$17.84	\$19.47
Total for 1216 Regular Hours	\$17,024.00	\$18,531.84	\$23,675.52
Southside Library Hourly Rate:	\$14.00	\$15.24	\$19.47
Total for 3044 Regular Hours:	\$42,616.00	\$46,390.56	\$59,266.88
Total Bid Amount Including Regular & Holiday Hours:	\$307,620.00	\$354,385.36	\$396,018.38
Local Preference		\$329,578.38	\$356,416.54
Veterans Resident Preference			
SUBMITTAL REQUIREMENTS			
MM RESIDENT PREFERENCE NUMBER			
RECEIPT ADDENDUM #1	X	X	X
RECEIPT ADDENDUM #2	X	X	X
RECEIPT ADDENDUM #3	X	X	X

City of Santa Fe, New Mexico

memo

DATE: June 3, 2014

TO: Public Works Committee

VIA: Jon Bulthuis, Transportation Department Director 
Sebastian E. Gurulé, Parking Division Director 

FROM: P.J. Griego, Enterprise Fund Accountant 

RE: Professional Services Agreement with AAA Security for Security Services at Municipal Parking Facilities, City Hall/SFCCC, Public Libraries, Municipal Court and Santa Fe Trails

ITEM AND ISSUE:

Request Approval of two-year Professional Services Agreement for Security Services for Municipal Parking Facilities, City Hall/SFCCC, Public Libraries, Municipal Court and Santa Fe Trails with an annual amount of \$307,620 and total amount of \$615,240, with AAA Security.

BACKGROUND AND SUMMARY:

AAA Security has proposed to provide stationary and roving patrol security services at the Municipal Parking Facilities, City Hall/SFCCC, Public Libraries, Municipal Court and Santa Fe Trails for fiscal years 2014-15 and 2015-16. The proposed annual expense is \$307,620. The selection process was conducted through Request for Bid (RFB) '14/27/B which resulted in a reduction in total expenses of \$255,144.19. Prior to the RFB, a Request for Qualification (RFQ) was conducted in order to attain a list of qualified contractors. The results of the RFQ produced a list consisting of three qualified contractors; AAA Security, Chavez Security Inc. and Blackstone Security. Only these three qualified contractors were allowed to bid on the RFB and AAA Security was the lowest bidder.

The approach to security in the municipal parking facilities, public library and Municipal Court is to deter and prevent criminal activity and minimize the risk of legal liability resulting from a potential criminal incident. The cost of security is cost effective compared to the exposure of legal liability if an incident were to occur in a facility. Courts across the country have consistently ruled against property owners who have not taken "reasonable" security measures.

The term "reasonable security measures" is defined as the level of security required based on the history of criminal activity within the geographic area that the facilities are located. Santa Fe Police Department statistics indicate that criminal activity involving strong-arm assaults are highest in the downtown area.

Parking industry standards for parking facilities include both active and passive security. Passive security measures include adequate lighting, controlled perimeters, controlled access points and open air stairwells at the parking garage. Active security measures can include patrols/surveillance by a combination of city and security personnel, a closed circuit television system (CCTV) and panic alarm devices.

Security specialists have agreed that a combination of active and passive security is a good approach. The guard service enables a uniformed presence of qualified security personnel who not only act as a deterrent, but are trained to handle potential criminal incidents. They also act as the "eyes and ears" of the police department.

REQUESTED ACTION:

1. Staff is requesting approval of a two-year Professional Services Agreement with AAA Security with an annual amount of \$307,620 and total amount of \$615,240. Adequate funds for Security Services are budgeted in business units 52155 Off-Street Parking, 52102 Santa Fe Community Convention Center, 12057 Police Department, 22774 Southside Library, 12100 Main/La Farge Library and 12002 for Municipal Court. Corresponding line item is 510300, Professional Services.

FOR REQUEST FOR BID ONLY
CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following highly visible uniformed security services for the City at the Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center/City Hall, Court and Santa Fe Trails:

A. Post uniformed security ("Employee") at the Santa Fe Municipal facilities described above with duty locations and times as designated by the Division Director or designee. The employee shall: (1) remain visible and accessible to the public at all times and take direction from the Santa Fe Municipal Facilities Operations Manager or his designee; (2) provide assistance in security or safety related situations when needed; (3) confront suspicious activity diplomatically without altercation; (4) use reasonable efforts to deter, or when absolutely necessary, detain persons observed attempting to gain or gaining unauthorized access to a facility or vehicles in the parking area; (5) provide reports on all activity, and when necessary, follow-up on incidents to their conclusion including court appearances; (6) cooperate with and assist law enforcement agencies in connection with crimes committed at, near or effecting the assigned area; (7) maintain the scene of a crime to protect possible evidence in accordance with established

procedures; (8) report all safety hazards, burned out light bulbs, and doors or gates that have malfunctioned; (9) control traffic, the ingress and egress of patrons, and provide assistance as needed; (10) notify the Santa Fe Dispatch/ Regional Emergency Communications Center of a need for police, fire or medical assistance; (11) perform related duties and responsibilities as assigned by the sites manager, and (12) times of service are outlined in the Hours of Operation attached hereto as Exhibit "A". The hours are subject to change upon seven (7) days notice by the City to the Contractor, although emergency situations may require shorter notice, to be negotiated.

B. Require of Contractor's employees to notify parking personnel of individuals who park illegally and to maintain radio and pager contact as directed by the site manager for the duration of the employee's shift. Radio and pager will be provided by the Contractor.

C. Perform ten (10) scheduled or unscheduled security inspections in the municipal buildings assigned including both secure and non-secure public areas.

2. STANDARD OF PERFORMANCE; LICENSES

A. At no time shall the Contractor assign an employee under the terms and conditions of this Agreement that has been convicted of a felony or crime of moral turpitude.

B. At no time shall the Contractor or its employees assigned under the terms and conditions of this Agreement, accept fees or other monetary compensation of any kind from patrons or invitees for services rendered or under this Agreement.

C. Contractor shall assign one employee as its Contract manager who shall be responsible for the direct supervision of Contractor's employees assigned to the

City and shall be available at reasonable times to consult with the Santa Fe Municipal Operation Manager or designated representative regarding the services rendered or services to be rendered under this Agreement.

D. Contractor shall submit to the City, a complete background investigation report for all personnel assigned to the City under the terms of this Agreement, 7 days prior to each assignment. The background investigation report shall include, but not be limited to:

- (1) Verification of criminal history and background.
- (2) Confirmation of previous employment.
- (3) Verification of all application information.
- (4) Verification of application filed with the Bureau of Private

Investigators.

E. The City reserves the right to fingerprint and photograph all personnel assigned under the terms of this Agreement. If the Contractor receives an unsuitable report on any of its employees assigned to this Agreement subsequent to the commencement of service, or the City finds a Contractor's employee unsuitable or unfit for assigned duties, the employee will not be allowed to continue work, or be assigned to work, under the terms of this Agreement.

F. Contractor shall assign personnel who have the same comparable training levels and following qualifications:

- (1) Trained knowledgeable employees that are licensed, with excellent backgrounds. Employees assigned under this Agreement must be registered, and in good standing with the New Mexico Bureau of Private Investigators, and must be in

compliance with Sections 61-27-1 et seq. NMSA 1978 prior to the employee being assigned to its post.

(2) Must possess adequate training to provide the services and a minimum of six (6) months experience in police science or security service.

(3) Ability to read and write English, particularly in emergency situations requiring clear and definitive articulation to assure confidence, control and safety to those involved.

(4) Possess the ability to pass an annual physical fitness examination, including but not limited to drug and alcohol testing, by a licensed physician.

(5) Possess CPR and FIRST AID certification as set forth by the American Red Cross or equivalent association.

(6) Possess a valid appropriate driver's license.

G. Deliver to the City, no less than 24 hours prior to the employee being assigned to its post, a Letter of Affidavit for each employee assigned or subsequently assigned under the terms of this Agreement, certifying that the employee has met all of the hiring and training requirements. The Letter of Affidavit shall include but not be limited to:

(1) Outline of security experience (minimum six months).

(2) Outline of classroom training to include but not be limited to courses, dates, hours, and any certification.

(3) Outline of related training to include but not be limited to courses, dates, hours, and certification.

(4) Verification of all employment application information.

(5) Verification that contractor's employee assigned under the terms of this Agreement has received and reviewed all post orders.

(6) Verification of license application to Bureau of Private Investigators.

H. Contractor shall provide an on-going advanced officer training program with the curriculum mutually agreed upon between the City and the Contractor, reflecting changes in law, regulations, customer relations, corporate policies, etc.

I. Supply all standard uniforms to its employees and assure that they are regularly cleaned and maintained.

J. Supply, at its own expense, all equipment as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this Agreement.

The Contractor will provide the necessary radio equipment as mutually agreed for communication.

K. Registered, and be in good standing with the New Mexico Bureau of Private Investigators, and must be in compliance with Section 61-27-1 et seq. NMSA 1978, and shall comply with required federal, state and local licensing requirements.

L. Maintain a current license throughout the term of this Agreement, and shall report the potential for license suspension, revocation, or limitation to the City within 10 days of notice from the state, county or city licensing boards.

N. Submit all incident reports, logs or ledgers relating contract information to the City or its designated representatives on a daily basis, Monday through Friday, or upon request.

O. Respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

P. Require to replace or repair, at its cost, any equipment owned by the City (without limitation, communication equipment, fire equipment, safety equipment, locks, keys, access control systems, etc.), damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

Q. Work special events on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two week's notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than one week notice in the event of an emergency or special event not regularly scheduled.

R. Provide a copy of the master log for each location assigned under the terms and conditions of this Agreement at the time of invoice. The City shall not consider an invoice for payment of services without the master log for each location.

3. COMPENSATION

A. The City shall pay to the Contractor in full, payment for services rendered, a sum not to exceed _____ dollars (\$_____) inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at the rate of _____ dollars (\$_____) per hour for each security guard posted and _____ dollars (\$_____) per hour for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. An additional sum

_____ dollars (\$ _____) is encumbered in the event that additional security service is required for emergencies, holidays and special events.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on _____, unless terminated sooner pursuant to Article 6 below.

6. OPTION TO RENEW

Contractor is granted upon satisfactory performance, an option to renew this Agreement for an additional _____ () years, not to exceed four (4) years. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, therefore Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of

that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

14. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all

losses, damages, claims or judgments on account of any suit, judgment, execution, claim; and action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent

jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity,

legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

To City: Santa Fe Parking Division
Attn: PJ Griego, Enterprise Fund Accountant
P.O. Box 909
Santa Fe, N.M. 87504-0909

To Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE

DATE

N.M. Taxation & Revenue
CRS #
City of Santa Fe Business
Registration #

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Kelley A. Brennan for
KELLEY A. BRENNAN, 5/20/14
INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA,
FINANCE DIRECTOR

Business Unit / Line Item



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____
RFQ _____ Date: _____
Sole Source _____ Date: _____
Other _____

6 Procurement History: 1st year of two-year contract
example: (First year of 4 year contract)

7 Funding Source: see memo BU/Line Item: _____

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: PJ Griego
Phone # _____ -6857

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Large empty rectangular box for comments.

**PUBLIC WORKS COMMITTEE MEETING
JUNE 9, 2014**

CONSENT CALENDAR DISCUSSION

10. **REQUEST FOR APPROVAL OF A TWO YEAR PROFESSIONAL SERVICES AGREEMENT FOR SECURITY SERVICES WITH AAA SECURITY FOR MUNICIPAL PARKING FACILITIES, CITY HALL/SFCCC, PUBLIC LIBRARIES, MUNICIPAL COURT AND SANTA FE TRAILS WITH AN ANNUAL AMOUNT OF \$307,620 AND A TOTAL AMOUNT OF \$615,240. (P.J. GRIEGO)**
Committee Review: Finance Committee (Scheduled) 06/16/14 and Council (Scheduled) 06/25/14.

Councilor Rivera asked who was on the selection committee for this PSA.

P. J. Griego, City Parking Division, said it was himself, Maria Finley from the Library, Arlene Sisneros from Municipal Court, Albert Martinez, Operations Manager, Parking Division, and Ken Smithson, Transit Division.

Councilor Rivera asked how the proposals were scored, and if it was based on specific questions, or the overall proposal, and asked Mr. Griego if he had specific questions. He said he didn't hear Robert Rodarte's name on the selection committee.

Robert Rodarte said, "This was a public bid. And what we did, is we sent out a public request for qualifications prior to the bid going out. We selected 3 organizations out of 5 that met all the requirements, all the licenses, whatever it takes to submit a bid. And I was part of the committee."

Councilor Rivera said, "Typically, I've seen these come through recently and the sheet on how it was scored, and who scored, and all that are usually attached with it. It's not on this packet. Is that information available?"

Mr. Rodarte said, "Yes it is. The request for pre-qualifications is on record in my office, and I can put that on, if it does move forward, I can bring that and add it in there. We do have all that figured out."

Councilor Rivera asked, "Where is AAA based out of?"

Mr. Rodarte said it is based out of Albuquerque.

Councilor Rivera asked if bids were received from any local companies.

Mr. Rodarte said, "Yes, we had one. That was Chavez Security. And as you can see in the packet, they were allowed the 10% local preference, and that was not enough to get them down to where the competitive process was, which is in the \$14 range."

Councilor Rivera asked, "Why is this being recommended as a 2 year contract?"

Mr. Rodarte said, "We decided that we want to see how this organization works. On the short term basis, I think two years might change for us. We might incorporate other things, we don't know yet. But keep in mind that it was an RFP 4 years ago, which at that time, we didn't know what we needed, especially with the Convention Center being brand new. And now that we did know what we needed, we decided to try a two-year bid on this. So it will be revisited in 2016."

Councilor Rivera said, "With all the options to renew, all that is blank in our packet. I assume it will be the standard."

Mr. Rodarte said, "That is correct. Over a two-year period, it will be identical the second year. And that we did work out with that organization, AAA."

Councilor Rivera asked, "What type of passive security surveillance does AAA offer in lieu of uniformed presence?"

Mr. Rodarte said, "That's an interesting question, but on this particular bid we did not ask for that nor have I ever questioned them as to what is out there. We went out on this two-year bid based on what we know we need. The information that I think you're trying to find is who has that ability or capability and that was not part of the process here."

Councilor Rivera said, "So, the Memo with the packet, on the second page states, 'Parking industry standards for parking facilities include both active and passive security. Passive security measures....' and then it goes through several things and it includes patrols, surveillance and closed circuit television system."

Mr. Rodarte said, "That would be something like sitting in a booth and monitoring the cameras around you. It doesn't mean surveillance at a far away location to monitor locations throughout the City. It means I am sitting in an office that is at the Library or somewhere there are closed circuit televisions involved."

Councilor Rivera said, "The Memo also states that 'Security specialists have agreed that a combination of active and passive security is a good approach.'" So again, what type of passive security does AAA offer."

Mr. Rodarte said he doesn't know.

Councilor Rivera asked Mr. Griego if he knows.

Mr. Griego said, "The passive security would include the cameras that we have installed currently at the Convention Center and Railyard, which we do have access to. There is a designated office where we could review the tapes if we had to in those particular areas."

Councilor Rivera said then that isn't something this company offers, that's something the City already has.

Mr. Griego said, "It will be included. It could be part of their responsibilities."

Councilor Rivera said, "It could be, but is it."

Mr. Griego said, "It may be, but it is undefined at this point. If something happened in those particular areas, they could review those tapes as well as our staff could with the Parking Division."

Councilor Rivera said, "Okay, so closed circuit security systems are just monitors in their station, wherever they are at in their booth."

Mr. Griego said, "At this point, that is correct. We do have cameras that have been installed in all of our facilities, but those are part of a separate RFP, is my understanding."

Councilor Rivera said, "Again, I'm not quite sure why we did a request for bid instead of a request for proposals, especially since security is ever-changing. If you look at cities like Seattle, Houston, that I would imagine within the next 10 years, the active security guards walking around will be obsolete and cameras will be the way to go. So, why not a request for proposals again, instead of a request for bids and see what security companies can offer us."

Mr. Rodarte said, "Let's go back 4 years. This is a no win situation. If you look back 4 years and the flack we took over an RFP. We already knew pretty much what we needed, but we put it out there anyway to see if there were new ideas. And now we're 4 years into it. The front cover of the newspaper... we're spending a lot more money at cost for security to the tune of \$150,000 to \$200,000 per year. That was very very high. Now, 4 years later, we know exactly what we want at this point. That's why we made it two years on this one. We're not asking for advice like an RFP does. We know what we want from a security perspective at this point, so that is why it is a bid. If you know what you want already, you bid it. If you have questions and things you're unsure of, that's when you RFP it. You're asking for help. In this situation, we know what we want. We're looking for pre-qualified individuals and we're looking for cost, and that's where we are at this point."

Councilor Rivera said, "And yet, the memo describes a passive security system. Which, when I asked you and P.J. both what that was, it wasn't quite clear that there was any idea of what passive security was. And Security Specialists, whoever that is, has agreed that a combination of both active and passive security is a good approach."

Mr. Griego said, "Councilor Rivera, I can take that out of the memo if you would be more comfortable with that before approving. But the bottom line is that cameras that we do have installed, they were part of a separate RFP that was awarded to CSI. And my understanding is they're still providing that service under that award which was managed by the IT Department."

Councilor Rivera said, "My point is that I think passive security is a good approach, but does AAA Security offer it, and that's what I didn't get an answer to. I'm not sure they can offer it. I think it's a good part of a security approach generally, and like I said, I think within the next 10 years, I think an active or a walking patrol is probably going to be obsolete to probably technology. So I'm okay with the passive security. I just wanted to know if this company offered it and how they offered it. And that, I'm not so sure of."

Councilor Rivera said, "In this case, with everything we have, with all the areas that we have looking at security with a passive security approach, I think being key to the future, I would recommend that we postpone this item. Four years ago was four years ago. I would like to see a Request for Proposal. I want to know what they have to offer, and even though it may be a little more expensive, I think you get what you pay for. And if you go with the lowest bid, that's what you're going to get. And I think we have too many valuable facets that we're trying to keep track of here to really go with the lowest bid. And I know it may be putting you in a situation where you may feel like it's a no-win situation, but in certain situations, I think we have to go with the best that can provide."

MOTION: Councilor Rivera moved, seconded by Councilor Dominguez to postpone this item to the next meeting.

DISCUSSION: *[Councilor Bushee's comments here are inaudible because her microphone was not turned on]*

Councilor Bushee said she isn't sure she understands the line of questioning. She said, "It may be called passive, but I don't think the team would have selected them... was the selection purely on the cost."

Mr. Rodarte said, "The first thing we did was we pre-qualified everybody. I mentioned that a few minutes ago. Cost is a vital factor. If you look 4 years ago, we were at \$22 an hour, which we're paying today. That's what we're paying currently, until 6/30. Chavez Security went down to \$17 to be competitive and try to take advantage of that 10% as you see in your packet. The other pre-qualified companies, first and second place ones, they met all of our criteria at \$14. Let's do the math. We've got qualified companies doing what we're asking for on this bid."

Councilor Bushee said, "That's what I've been asking for, for years, that we not just keep having the same companies. I would like us to eventually go there on all our contracts. *[Inaudible here because her microphone was not turned on]*."

Mr. Rodarte said, "We have several in the City. We have Blackstone at the GCCC."

Councilor Bushee said something to the effect that we have used AAA before in the City.

Mr. Rodarte said, "That's correct. They have one contract. If I remember correctly, I think it's the landfill. They have them all over the place. I think they do Game and Fish and a few others here locally, but again, they're pre-qualified organizations that met all our criteria and cost."

Councilor Bushee said, "To be honest, I think we would be setting ourselves up for a lawsuit or that kind of situation if we aren't going with this bid process. It was a fair and open public process. I'm not real sure I understand how you think from this Memo that there are any less qualified firms for the bid.

Councilor Rivera said, "All they looked at was people who could do roving patrols. They didn't look at people that could offer cameras. They didn't look at people that could offer new technology. All they took was the lowest bid for personnel."

Councilor Bushee said, "A security company doesn't offer the cameras. We spent \$1 million putting in our camera system. I don't think it's *[inaudible]* to have a security company that does more than patrol. My guess is, and again, I'm not trying to put words in staff's mouth, but they have listed criteria. These are the top qualified firms, and this was the lowest bidder. My guess is that they all *[inaudible]*."

Mr. Rodarte said that is correct

Councilor Rivera said, "And my question was, is there anyone who can do more than just the bottom rung of the ladder."

Councilor Bushee said, "I don't think that's what the bid was. I think the bid was, we know what we want, and we know where we want it. These are 5 companies that qualified, and AAA was the low bid. And I think that kind of competition is good for the City. I don't think we have enough of it."

Councilor Rivera said, "And they may not change with the Request for Proposals. It may be exactly the same. The process may end up being actually the same with AAA being who gets the award. But, it would be nice to see what companies have to offer."

VOTE: The motion was approved on a voice vote with Councilors Rivera, Dominguez and Dimas voting in favor of the motion and Councilor Bushee voting against.

**Procurement Code [Section 13-1-1 to 13-1-99 NMSA 1978]
Professional Services Determination
Issued by The State Purchasing Division and Contract Review Bureau**

April 25, 2007

Professional Services vs. Services [Section 13-1-76 & 87, NMSA 1978]

13-1-76. Definition; Professional Services.

“Professional services” means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office.

13-1-87. Definition; Services

“Services” means the furnishing of labor, time, or effort by a contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. “Services” includes the furnishing of insurance but does not include construction or the services of employees of a state agency or a local public body.

Notes:

1. The following list of Examples of Professional Services constitutes a determination by the State Purchasing Agent(SPA) that such examples are “professional services” within the meaning of the definition set forth in Section 13-1-76 NMSA 1978. This determination is issued to guide agencies in their procurements and budget preparation.
2. An agency may feel that, because of the case-specific facts, a service listed under “Examples of Services” should, in a particular case, be considered a “Professional Service” or that a service listed under “Examples of Professional Services” should, in a particular case, be considered a “Service”. In either event, the agency should, prior to the procurement, seek a fact-specific determination from the SPA concerning the correct classification of the service in the particular case.
3. If an agency intends to procure a service that is not included in either list “Examples of Professional Services” or “Examples of Services”, that agency must obtain a determination from the SPA prior to the procurement.

Characteristics of Professional Services	Characteristics of Services
<ul style="list-style-type: none"> • Services are professional or technical in nature and meet more specialized needs. Work is predominantly intellectual and varied. • Work is independent from the day-to-day control of the agency; consultant maintains control of work methods. • Work requires regular exercise of judgment, discretion, and decision-making; involves providing advice, opinions or recommendations; may have policy-implications for agency; often addresses management-level issues. • May require advanced or specialized knowledge, or expertise gained over an extensive period of time in a specialized field of experience. • Work may be original and creative in character in arecognized field of endeavor, the result of which may depend primarily on the individual's invention, imagination or talent. 	<ul style="list-style-type: none"> • Services are more repetitive, routine or mechanical in nature, following established or standardized procedures as contrasted with customary and regular exercise of discretion or independent judgment. • Services contribute to the day-to-day business operations of the agency, rather than the management or policy side of the agency, and may meet more general needs of the agency. • Services generally involving completion of an assigned task, rather than an entire project. • Decision-making and analysis, if required, is more routine or perfunctory in nature.

**Procurement Code [Section 13-1-1 to 13-1-99 NMSA 1978]
Professional Services Determination
Issued by The State Purchasing Division and Contract Review Bureau**

April 25, 2007

Examples of Professional Services	Examples of Services
<ul style="list-style-type: none"> • Accountants* (certified public accountants and registered public accountants) • Actuaries • Analysts of processes, programs, fiscal impact and compliance • Appraisers • Archeologists* • Architects* • Art work, original (services creating the art work) • Audio/video media productions (design, development and/or oversight of) • Auditors • Business process re-engineering • Construction Managers* • Counselors • Curriculum/Examination development • Economists • Engineers* • Financial Advisors • Graphic designers (creative or original in nature) • Insurance Adjusters • Investigators (personnel related, etc.) • Investment advisors and management • Labor negotiators • Landscape Architects* • Lawyers* • Lobbyists • Management and system analysts* • Management consultants • Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc) • Medical arts practitioners* • Planners* • Policy Advisors • Program/Project Managers • Psychologists* • Public relations advisors/Publicists • Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.) • Researchers* • Scientists* (Bio/Chem/Env/Geo/Hydro/Mech, etc) • Speech writers • Statisticians 	<ul style="list-style-type: none"> • Air/bus, vehicle charter/rental service • Auctioneers • Banking Services (routine, transaction based) • Boiler testing/water treatment service • Bookkeeping service (routine, transaction based) • Building alarm systems, service and repair • Check collection service • Clothing, textile fabrication repair service • Commercial laundry service, dry cleaning, etc. • Communications systems installation, servicing and repair • Conference and trade show coordination • Debt collection service • Delivery/courier service • Document storage, duplication, retrieval, review and destruction service • Drug testing and screening (standard tests) • Engraving service • Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc. (using standardized processes) • Equipment installation, preventive maintenance, inspection, calibration and repair • Equipment rental services • Exams administration and scoring service • Executive recruitment • Firefighting/suppression service • Food preparation, vending and catering services • Grant writing • Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.) • Herbicide application service • Household goods packing, storage, transportation service • HVAC system maintenance service • Interpretive services: written/oral/sign language • Inventory service • Janitorial service, carpet cleaning, window washing • Laboratory testing and analysis (standard tests only) • Land clearing/debris removal service • Landscaping--tree planting, grooming service, lawn mowing, etc • Language translation service • Linen rental service • Marine equipment inspection, certification and repair • Medical equipment rental or repair service (wheel

2 of 3

Issued on April 25, 2007

* Specifically identified in the Procurement Code Section 1-13-76 NMSA 1978

**Procurement Code [Section 13-1-1 to 13-1-99 NMSA 1978]
Professional Services Determination
Issued by The State Purchasing Division and Contract Review Bureau**

April 25, 2007

Examples of Professional Services	Examples of Services
<ul style="list-style-type: none"> • Surveyors* • Trade developers • Training – when it is: (a) offered to specific categories or classes of employees; (b) offered to all or most agency employees six times or less in a fiscal year 	<p>chairs, walkers, etc.) Includes measurements, adjustments and modifications to meet patient needs</p> <ul style="list-style-type: none"> • Metal/pipe/wiring detection service • Office furnishings installation, refurbishment and repair service • Package inspection and crating • Painting service • Paper shredding • Parking lot sweeping/snow removal service • Pest/weed control service • Photographic/micrographic processing and delivering, includes aerial and ground photography (if analysis is included, then personal service) • Printing/duplicating service • Process serving • Property management (rent collection, property maintenance, etc.) • Recycling/disposal/litter pickup service • Retreat and workshop planning, conduct, coordination, etc. • Security/armored car services • Shop welding/metal fabrication service • Steam cleaning, high pressure washing, parts cleaning service • Studio photography service (does not include portrait painting) • Telephone interview service (conduct of survey using prescribed survey instrument) • Towing service • Training – when it is offered on a recurring basis (more than six times per fiscal year) to all or most employees. Also includes existing satellite down-link courses and teleconferencing training services • Travel service — air, surface, water • Vehicle inspection, lubricating and repair services • Videotaping and recording service • Warehouse dry/cold storage rental service • Weather information service

* Specifically identified in the Procurement Code Section 1-13-76 NMSA 1978

* Specifically identified in the Procurement Code Section 1-13-76 NMSA 1978



AAA SECURITY

Tuesday, June 10, 2014

To: Robert Rodarte, Purchasing Officer

City of Santa Fe, New Mexico

Reference: Written Protest, RFQ. 14/27/QB, RFB 14/17/B

From: AAA Security

1330 San Pedro NE

Albuquerque, New Mexico 87110

Mr. Robert Rodarte,

AAA Security responded and Submitted in good faith to RFQ 14/27/QB and RFB 14/17/B AAA Security is filing a written protest due to the fact that there apparently has been some outside influence pertaining to RFQ, 14/27/QB – RFB 14/17/B. AAA Security feels that it has been unfairly treated. AAA Security has complied with all requirements set forth in RFQ 14/27/QB – RFB 14/17/B. RFB 14/17/B Page 3, number 8 Method of Award first paragraph state: The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award. AAA Security qualified to bid on RFQ 14/27/QB which states in exhibit A's email from PJ Griego. AAA Security proceeded to submit a proposal to RFB 14/17/B, exhibit B. AAA Security attended on June 2, 2014 at 2:00 pm, in the City of Santa Fe purchasing to hear public bid for RFB 14/17/B. At that time the bids were read aloud by Mr. Robert Rodarte. The bids were as follows: Blackstone Security @ \$329,637.45, CSI Chavez @ \$ 347,059.26 and AAA Security @ \$ 307,620.00. Mr. Rodarte if you can please look into this protest we would greatly appreciate it, and we are looking forward to your ruling on this manner.

Sincerely,

Hank Cadena, CEO

AAA Security

Cc: Brain Snyder, City Manager

Cc: Mark Reynolds, Director of Civil



AAA SECURITY

Exhibit A



Hank Cadena <aaasecurity360@gmail.com>

City of Santa Fe RFQ '14/27/QB

1 message

GRIEGO, PJ <pjgriego@ci.santa-fe.nm.us>
To: aaasecurity360@gmail.com
Cc: "RODRIGUEZ, SHIRLEY A." <sarodriguez@ci.santa-fe.nm.us>

Wed, May 21, 2014 at 3:32 PM

Good Afternoon,

Thank you for your qualification submittal RFQ '14/27/QB regarding City of Santa Fe Municipal Parking Facilities, Santa Fe Community Convention Center, City Hall, Public Libraries, Municipal Court and Santa Fe Trails. I am pleased to inform you that you were selected to bid. The RFB is attached. Let me know if you have any questions. Thank you and have a good day.

PJ Griego

Enterprise Fund Accountant

City of Santa Fe Parking Division

505.955.6857

 1427B.pdf
1542K



AAA SECURITY

Exhibit B

