

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/24/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2015

ISSUE:

8. Request for Approval of Four-Month Emergency Procurement and Professional Services Agreement – Security Services at Municipal Parking Facilities, City Hall/Santa Fe Community Convention Center, Public Libraries, Municipal Court and Santa Fe Trails; Blackstone Security Services, Inc. (Noel Correia)

FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM

FUNDING SOURCE: Various Fund Sources –see memo

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

Robert Rodarte to update memo and Finance Committee recommends the security contract be sent for RFP.

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

06/15/2015

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JUNE 8, 2015**

ITEM 10

REQUEST FOR APPROVAL OF FOUR-MONTH EMERGENCY PROCUREMENT PROFESSIONAL SERVICES AGREEMENT FOR SECURITY SERVICES AT MUNICIPAL PARKING FACILITIES, CITY HALL/SANTA FE COMMUNITY CONVENTION CENTER, PUBLIC LIBRARIES, MUNICIPAL COURT AND SANTA FE TRAILS WITH BLACKSTONE SECURITY SERVICES, INC. IN THE TOTAL AMOUNT OF \$120,704.64 (NOEL CORREIA)

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE:

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	Excused		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: June 9, 2015

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Department 

VIA: Oscar S. Rodriguez, Director
Finance Department 

**SUMMARY: Emergency Procurement Security Services City Wide:
Vendor: Blackstone Security:**

The City Purchasing Division has directed the Parking Division to obtain a qualified Security Firm to replace AAA Security effective July 1, 2015 based on the following history.

On June 25, 2014, the City Council approved Request for Bid # 14/27/B, to AAA Security. AAA Security was a responsive vendor and met all of the prequalification criteria as stated in the Bid Documents.

On May 7th, 2015, the representatives from AAA Security met with the Parking Division Director to discuss the extension of Bid #14/27/B for year ending 6/30/2016, as stated in the contract terms. During this meeting AAA Security expressed concerns about their original Bid amount as being too low and acknowledged that they had underestimated their overall costs. During this meeting AAA Security representative Andre Nunez, mentioned that meeting their employee payroll obligation was getting tough and requested that we continue to pay them for services on a weekly basis.

As the Purchasing Officer for the City, I instructed Parking Division Director Noel Correia, to request all correspondence and issues related to AAA Securities concerns in writing. Prior to this meeting, the Parking Division had no knowledge of AAA Securities Financial situation and did not have any idea of their intent to cancel the contract.

On May 12, 2015, AAA Security submitted to Noel Correia, a written request to terminate the contract effective June 30, 2015. AAA Security offered to stay on if the City could not find qualified security and increased their compensation to \$345,000 next fiscal year.

As Purchasing Officer, I informed Noel Correia, that the terms and conditions of the contract do not include an escalation clause for funding increases during the second year.

Although, AAA Security was a qualified and responsive vendor during the original award of RFB 14/27/B, I determined that it was in the best interest of the City to terminate the contract, effective June 30, 2015. Concerns related to AAA Security meeting their payroll obligations played a major factor in my decision. See section 8B of the contract below.

Contract requirements: Section 8B: STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS: 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. 8C: 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 the Agreement.

The selection of Blackstone Security for this emergency procurement was based on interviews conducted by the Parking Division utilizing the qualified list of submitters from RFB #14/17/B. Qualified vendor Chavez Security was the other firm that was interviewed. The Blackstone Security quote was lower than Chavez Security, and is able to be ready to service the

City's needs on July 1, 2015. Blackstone Security also recognizes that this contract is short term while the City issues a new formal Bid. In order to be fair to Blackstone Security, the decision was made to allow for a four month contract. The City of Santa Fe Purchasing Manual Section 17, supports this decision as stated:

EMERGENCY PROCUREMENTS

- 17.1 Application. The provisions of this regulation apply to procurements made under emergency conditions that will not permit regular procurement processes to be used.**
- 17.2 Definition of Emergency Conditions. An emergency condition is a situation which creates a threat to public health, welfare, safety or property. The existence of such condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:**
- a. the functioning of the government;**
 - b. the preservation or protection of property; or**
 - c. the health and safety of any person.**

During this period the Parking Division Director will be working with the Purchasing Office to prepare a new Bid or RFP utilizing the prequalification method in RFB # 14/27/B. The criteria will be adjusted to reflect other important factors such as financial statements, increased references, etc. The goal is to have the new Bid or Rfp out by late July. The Purchasing Officer will be bringing forward the prequalification method and the Bid or RFP criteria to the Finance Committee meeting for discussion. During this period we will be requesting suggestions and feedback the Committee. The goal here is to make sure that all members of the Governing Body understand our methodology and to achieve a fair and competitive process.

City of Santa Fe, New Mexico

memo

DATE: June 8, 2015

TO: Public Works Committee

VIA: Robert Rodarte, Procurement Director *RR*
Jon Bulthuis, Transportation Department Director *JB*

FROM: Noel Correia, Parking Division Director *NC*

RE: Professional Services Agreement for Security Services

ITEM AND ISSUE:

Request for Approval of Professional Services Agreement (PSA) for Blackstone Security Services, Inc.

BACKGROUND AND SUMMARY:

This contract is for the procurement of Emergency Services that are needed to bring Blackstone Security Services, Inc. on site to provide security services at various City locations.

The City of Santa Fe contracted with AAA Security (#14-0484) for these security services from July 1, 2014 through June 30, 2015. AAA Security notified us that they are unable to provide services beyond June 30, 2015.

Maintaining security at city locations is essential to the overall health, safety and welfare of the city's constituents and employees. In order to ensure that these important security services continue without interruption, it is necessary to procure Emergency Services and an interim contract.

After meeting with representatives from both companies on the Bid # '14/17/B list, I believe that it would be in the City's best interest to enter into a four-month, interim PSA with Blackstone Security Services Inc. from July 1, 2015 through October 31, 2015. During this time, I will work with my staff and with Robert Rodarte, Procurement Director, to develop and release a Request for Bid (RFB) or a Request for Proposal (RFP) and select the best qualified company to provide this important service to the City.

This PSA for Blackstone Security Inc. qualifies under Emergency Procurements Section 17.2 Definition of Emergency Conditions of the City Purchasing Manual.

17.2 Definition of Emergency Conditions. An emergency condition is a situation which creates a threat to public health, welfare, safety or property. The existence of such condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- a. the function of the government;
- b. the preservation or protection of property; or
- c. the health and safety of any person.

The four-month contract amount of one hundred twenty thousand seven hundred four dollars and sixty four cents (\$120,704.64) is inclusive of gross receipts taxes. Each contributing department has budgeted for these services in their respective Service Contracts line items (510310) and the following amounts will be deducted for services from July 1, 2015 through October 31, 2015:

Location	Department BU	Total for 4 months
Mobile Patrol (Parking Facilities)	52155	\$36,855.69
Main Library	12100	\$16,949.43
LaFarge Library	12100	\$15,234.70
Southside Library	22774	\$16,949.43
City Hall / SFCCC	52102, 12057, 52155	\$13,124.44
Municipal Court	12002	\$14,765.00
Santa Fe Trails	52401	\$6,825.94

ACTION REQUESTED:

Please approve procurement of Emergency Services / PSA contract for Blackstone Security Services Inc.



AAA SECURITY

May 12, 2015, 2015

To: Noel Correia

City of Santa Fe Parking Director

City of Santa Fe Parking Division

From: Hank Cadena

CEO

AAA Security

Subject: Non Renew al/ Renew al of City of Santa Fe Professional Services Agreement

Dear Mr. Correia,

As per our meeting May 7, 2015. Our discussion of the Professional Services Agreement between the City of Santa Fe and AAA Security is due for Renew al June 30, 2015 as outlined in the Professional Services Agreement Page 8, Number 5. TERM AND EFFECTIVE DATE. It has been our pleasure providing security services for the City of Santa Fe but unfortunately we are sorry to inform you that AAA Security can't renew the Professional Services Agreement for an additional one (1) year under the current contract amount of \$307,620. As required by the current contract, services will remain in effect up until 12:00 midnight on June 30, 2015.

If the City of Santa Fe can't find a suitable replacement, AAA Security can provide security services for Fiscal Year starting July 1, 2015 thru June 30, 2016 at a new contract amount of \$345,000. AAA Security would again like to thank the City of Santa Fe for giving us the opportunity to have provided security services. If you have any questions regarding this matter, please feel free to email or call me anytime.

Sincerely,

Hank Cadena, CEO

AAA Security

(505) 255-0170

aaasecurity360@gmail.com

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 Blackstone Security Services, Inc. (the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, but no later than July 1, 2015, whichever occurs first.

1. SCOPE OF SERVICES

The Contractor shall provide the following highly visible uniformed security services for the City of 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 on-site City of Santa Fe Site Manager or his / her 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 City of Santa Fe Site Manager or his / her designee, 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 City of Santa Fe 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 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 Contracts Analyst 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 who 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 this 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.

M. 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.

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

O. 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.

P. 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.

Q. 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.

R. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

S. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred twenty thousand seven hundred four dollars and sixty four cents (\$120,704.64), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of fifteen dollars and twenty four cents (\$15.24) per hour for each unarmed security guard posted, seventeen dollars and eighty four cents (\$17.84) per hour for each armed security guard posted and twenty one dollars and eighty nine cents (\$21.89) per hour for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. Additional security guard services may be requested by the City for special events on an as-needed basis. The compensation for extra hours will be the same as stated above.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico and collected from the City on the sums paid 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, but no later than July 1, 2015, and terminate on October 31, 2015, unless 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 two (2) months under the original Terms and Conditions and not to exceed December 31, 2015.

7. TERMINATION

A. This Agreement may be terminated by the City upon ten (10) days written notice to the Contractor. Contractor may terminate this Agreement upon thirty (30) days written notice to the City.

(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 subcontractors 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 contract.

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. The 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. The 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, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, 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.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. 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.

17. 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 or illegal payments.

18. 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 Court.

19. AMENDMENT

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

20. 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.

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

CITY OF SANTA FE:

CONTRACTOR:
Blackstone Security Services Inc.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

NM Taxation & Revenue
CRS # 03-120496-00-1
City of Santa Fe Business License
Registration #15-00113480

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52155.510310
12002.510310
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BUSINESS UNIT/LINE ITEM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seguro Insurance Agency, Inc. PO Box #2038 Phoenix AZ 85071	CONTACT NAME: Phil Candy PHONE (A/C No. Ext): (602) 466-4086 FAX (A/C No.): (602) 532-7770 E-MAIL ADDRESS: pcandy@azsbs.com														
INSURED Blackstone Security Services, Inc. 2400 West Dunlap Ave., Suite 225 Phoenix AZ 85021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Co.		INSURER B: Travelers Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lexington Insurance Co.															
INSURER B: Travelers Insurance Co.															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions	X	64155809	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-100 <input type="checkbox"/> 100					DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPROP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-7F252720	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto debris endorsements \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTION \$ 10,000		19884028	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-4245T79-B	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> NO STATE-TO-BY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 103, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER SPECIMEN COPY For Information Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Phil Candy/PJC <i>Phil Candy</i>
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City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SBFI SBCC 1987

Official Document
Please Post



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Business Name: **BLACKSTONE SECURITY SERVICES I**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0061412

License Number: 15-00113480

Issue Date February 19, 2015

Expiration Date December 31, 2015

BLACKSTONE SECURITY SERVICES I
2400 WEST DUNLAP AVE STE 225

PHOENIX AZ 85021

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.



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

Section to be completed by department for each contract or contract amendment

1 ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Blackstone Security Services Inc.

3 Complete information requested Plus GRT

Original Contract Amount: \$120,704.64 Inclusive of GRT

Termination Date: October 31, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Emergency procurement security services for municipal facilities.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 History Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 120,705



**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 Emergency Procurement _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: _____

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

9 Staff Contact who completed this form: Sara Smith

Phone # 955-6674

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:

The Business Units responsible for this funding are: Parking Facilities (52155); Main / LaFarge Libraries (12100); Southside Library (22774); City Hall / SFCCC (52102, 12057 and 52155); Municipal Court (12002); Santa Fe Trails (52401). Each department has budgeted funds into their respective Service Contracts (510310) line items for FY15/16