

City of Santa Fe, New Mexico

memo

DATE: October 25, 2015

TO: Finance Committee

FROM: Robert Rodarte, Officer
Purchasing Division

*RRK/15
10/25/15*

VIA: Oscar Rodriguez, Director
Finance Department

ISSUE: Award of Request for Proposal #16/06/P
Titled: Security Guard Services for the Municipal Parking Facilities,
Santa Fe Community Convention Center, City Hall, Public Libraries,
Municipal Court, Santa Fe Trails and Municipal Airport
Vendor: G4S Secure Solutions (USA) Inc.

SUMMARY:

On September 28, 2015, four proposals were received for the above referenced service.

	Written Score	Interview Score	Veterans Preference
G4S Secure Solutions Inc, Albuquerque	1630	2260	n/a
Blackstone Security, Albuquerque	2055	1880	**2011(+7%)
Securitas Security Services, Albuquerque	1525		
*Chavez Security Inc. Santa Fe	n/a		

*The Chavez Security Inc, proposal was determined to be un-responsive (see attached memo).

**Blackstone Security qualified for veteran's preference at the 7% level.

The evaluation criteria consisted of Cost: A complete breakdown of proposed hourly rates is mandatory (40%); Qualifications: Financial stability of Company, staffing organization, work plan, Methodology, personnel qualifications (35%); References: Minimum of 5 references are required and 3 of those must be public Sector entities of a similar scope as this RFP (15%); Training: On-going staff training program (10%). The proposals were reviewed and evaluated by Captain Andrew Padilla, Police Department, Patricia Seavey, Library Services Director, Noel Correia, Parking Director, Arlene Sisneros, Senior Municipal Courts Administrator and David Carr, Director of Sales and Tourism.

The goal of the selection committee was to independently review the proposals with emphasis on the scope of services and mandatory submittal requirements as stated in RFP# 16/6/P. The RFP mandatory requirements were written utilizing the direction of the Finance Committee of June 15, 2015 and the City Council of June 24, 2015 (see attached minutes). The Submittal Requirements (attached) identify 13 submittal requirements, needed to comply with the City Council's direction. Special emphasis was placed on the submitter's utilization of modern technologies, best training/ certification practices and secure financial stability.

The contract terms and conditions identify stronger contract management along with language allowing for a better renewal process. The contract request is in the amount of \$452,456.48 plus applicable gross receipts taxes. The contract provides an itemized breakdown per respected using department. Funding for this procurement is budgeted annually as is currently available in the various business units, through 6/30/2016. Funding for the remainder of the first year of the contract through December 31, 2016 will be requested during the 2016/2017 Budget building process.

HISTORY:

June 25, 2014, the City Council awarded Bid # 14/27/B: Titled: Security Services (item 14-0484), to AAA Security Inc.

May 12, 2015, AAA Security Inc, notified the City of Santa Fe of their decision to not renew the Security Services contract. All terms and conditions remained in effect up to June 30, 2015.

June 24, 2015, the City Council approved an emergency contract for Security Services to Blackstone Security Services Inc (item # 15-0586). The contract terms and conditions called for a four (4) month period ending 10/30/2015, along with an option to extend until 12/31/2015.

September 4, 2015, the Purchasing Office issues Request for Proposal 16/6/P, with a mandatory pre-proposal meeting to discuss all submittal requirements. Submittal Date was extended to September 28, 2015. The legally posted date for review by the Finance Committee was listed as November 2, 2015. The legally posted date for review by the City Council was listed as November 10, 2015.

October 20, 2015, the City Manager approved the option to extend the contract as stated, with Blackstone up to 12/31/2015. The extension of Blackstone's contract gives the new company the time to properly hire the qualified staff.

ACTION:

It is requested that this recommendation of award to G4S Secure Solutions Inc, in the amount of \$452,456.48 plus applicable gross receipts taxes; be reviewed, approved and submitted to the City Council for its consideration.

Evaluation Score Sheet for RFP '16/06/P: Security Guard Services

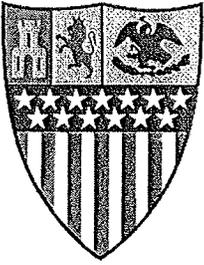
Evaluators:		David Carr		Noel Correia		Andrew Padilla		Patricia Seavey		Arlene Sisneros		Overall Scores	
		Evaluation Points 5-6-7-8-9- 10	Score	Evaluation Points 0-1-2-3-4-5- 6-7-8-9-10	Score	Average	Total						
Firm: Blackstone Security Services		Weighted 40%	200	200	160	200	200	5	200	5	200	192	960
Cost		5	175	5	105	3	105	3	105	5	175	147	735
Qualifications		5	30	3	60	4	60	2	30	1	15	36	180
References		2	30	3	30	3	30	2	20	5	50	36	180
On-going Staff Training Program		3	30	5	30	3	30	2	20	5	50	36	180
Total		3	435		470		355		355		440	411	2,055
Firm: G4S													
Criteria		Evaluation Points 5-6-7-8-9- 10	Score	Evaluation Points 0-1-2-3-4-5- 6-7-8-9-10	Score	Average	Total						
Cost	Weighted 40%	4	160	2	80	2	80	3	120	3	120	128	560
Qualifications	35%	4	140	4	140	4	140	4	140	4	140	147	700
References	15%	3	45	3	45	3	45	3	45	2	30	39	210
On-going Staff Training Program	10%	3	30	3	30	3	30	3	30	4	40	34	160
Total	100%	3	375		295		295		335		330	326	1,630
Firm: Securitas Security Services													
Criteria		Evaluation Points 5-6-7-8-9- 10	Score	Evaluation Points 0-1-2-3-4-5- 6-7-8-9-10	Score	Average	Total						
Cost	Weighted 40%	3	120	1	40	2	80	2	80	3	120	88	440
Qualifications	35%	5	175	4	140	4	140	4	140	4	140	147	735
References	15%	2	30	2	30	3	45	2	30	1	15	30	150
On-going Staff Training Program	10%	4	40	3	30	4	40	4	40	5	50	40	200
Total	100%	4	365		240		305		290		325	305	1,525

FIRM	Ave Score	Total Score	Rank
Firm: Blackstone Security Services	411	2,055	1
Firm: G4S	326	1,630	2
Firm: Securitas Security Services	305	1,525	3

Interview Score Sheet for RFP '16/06/P

Evaluators:		David Carr		Noel Correia		Andrew Padilla		Patricia Seavey		Arlene Sisneros								
		Evaluation Points 5-6-7-8-9- 10	Score	Evaluation Points 0-1-2-3-4-5- 6-7-8-9-10	Score													
Firm: G4S	Criteria	Weighted										Overall Scores						
	Cost	40%	5	200	5	200	5	200	4	160	5	200	Average					
	Qualifications	35%	5	175	5	175	4	140	5	175	5	175	Total					
	References	15%	3	45	5	75	3	45	3	45	2	30	168					
	On-going Staff Training Program	10%	4	40	5	50	4	40	5	50	4	40	48					
Total	100%											460	430	425	430	445	452	
Firm: BlackstoneSecurity Services	Criteria	Weighted										Overall Scores						
	Cost	40%	5	200	5	200	4	160	5	200	4	160	Average					
	Qualifications	35%	4	140	4	140	3	105	3	105	4	140	Total					
	References	15%	2	30	3	45	4	60	2	30	1	15	133					
	On-going Staff Training Program	10%	2	20	5	50	2	20	2	20	4	40	39					
Total	100%											390	435	345	355	355	376	1,880

FIRM	Ave Score	Total Score	Rank	Preference
Firm: G4S	452	2,260	1	
Firm: BlackstoneSecurity Services	376	1,880	2	2,011



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Javier M. Gonzales, Mayor

Councilors:

Peter N. Ives, Mayor Pro Tem, Dist. 2
Patti J. Bushee, Dist. 1
Signe I. Lindell, Dist. 1
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Christopher M. Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Bill Dimas, Dist. 4

October 25, 2015
Mr. Peso Chavez, Owner/President
Chavez Security Inc

**NOTICE OF DISQUALIFICATION: CITY OF SANTA FE RFP # 16/06/P:
TITLE: SECURITY GUARD SERVICES FOR THE MUNICIPAL PARKING
FACILITIES, SANTA FE COMMUNITY CONVENTION CENTER, CITY HALL,
PUBLIC LIBRARIES, MUNICIPAL COURT, SANTA FE TRAILS, AND
MUNICIPAL AIRPORT:**

Mr. Chavez:

The Purchasing Division has reviewed your submittal of the aforementioned City of Santa Fe Request for Proposal, and has determined it to be **non-responsive**. This decision is based on the following.

Non submittal of Required Item # 13: Titled: Audited Financial Statements: "Proposer must submit audited financial statements for the most current three (3) years. Statements shall be audited and certified by a licensed certified public accountant (CPA)".

On September 16, 2015, a **mandatory** Pre-Proposal Conference was held to discuss all terms and conditions of the submittal process. Jay Hornay was in attendance representing Chavez Security. Submittal requirement #13 was clearly discussed and was introduced as a direction given to the Purchasing Officer by the City Council.

On October 6, 2015, after reviewing the Chavez Security proposal an E-mail was sent to you, requesting the information. I stated that the information submitted in the proposal did not meet the requirements. As Purchasing Officer for the City of Santa Fe, the decision was made to allow Chavez Security the opportunity to provide the required information.

On October 7, 2015, you responded via E-Mail, that the information submitted in the Proposal clearly met any financial criteria that the Purchasing Office was requesting.

On October 7, 2015, City of Santa Fe Attorney Marcos Martinez, reviewed both the Chavez Security original RFP submittal and the additional information you submitted on October 7, 2015. The decision by Marcos Martinez identified Chavez Securities response as being inadequate to submittal requirement item #13. Recommendation by Marcos Martinez was to disqualify the proposal.

Thank you

Robert Rodarte, CPPO, CPPB
Purchasing Officer
The City of Santa Fe
rrodarte@santafenm.gov

**Security Guard Services Pre-Proposal Conference Sign-in Sheet
Request for Proposals: Proposal Number '16/06/P**

Company Name	Company Representative Name	Address	Phone	Email
Chavez Security	Jay Horany	1925 Aspen Drive # 700	505-670-7681	jay@chavezsecurity.com
Associated Security Industries (ASI-NM)	Troy Dunn	1225 St. Francis Drive	505-995-0440	inspector@associated-security.com
Associated Security Industries (ASI-NM)	Teresita Dunn	1225 St. Francis Drive	505-995-0440	inspector@associated-security.com
Allied Barton	Paul Bandstra	7500 Viscount Blvd El Paso, TX 79925	915-217-5949	paul.bandstra@alliedbarton.com
Blackstone Security	Shana Kohlman / David Lopez	6616 Gulton Ct NE # 50, Albuquerque, NM 87109	505-265-5464	shana@blackstonesecurity.com
G4S	Jimmy Ramos	4308 Carlisle Blvd NE Albuquerque, NM 87107	505-321-3053	jimmy.ramos@usa.g4s.com
G4S	Jason Harlan	4308 Carlisle Blvd NE Albuquerque, NM 87107	505-409-3072	jason.harlan@usa.g4s.com
Securitas USA	Will Sisneros	4100 Osuna Rd NE 100 Albuquerque, NM 87109	505-341-2041	austin.crain@securitasinc.com ; will.sisneros@securitasinc.com

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: G4S Secure Solution, Inc.

Procurement Title: Security Guard Services for the Municipal Parking Facilities, Santa Fe Community Convention Center, City Hall, Public Libraries, Municipal Court, Santa Fe Trails, and Municipal Airport

Solicitation RFP#: '16/06/P

Department Requesting/Staff Member: Robert Rodarte

Procurement Requirements:

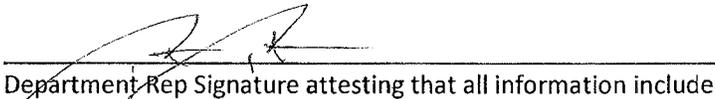
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

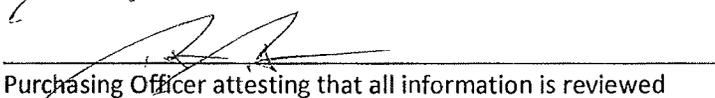
- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Tabulation Evaluation score sheet |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |



Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final RFP Document |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of legal solicitation published in the newspaper, website, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All addendums |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plan holders list |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copies of all RFP submittals |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Complete evaluation score sheets |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |

*

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES

N/A

Documentation from protester filed with the Purchasing Office

Letter from Department to Purchasing Office Providing response to protest

Letter from Purchasing Officer to protester and Department on final outcome

Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

Original proposal (s) with no redactions



Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

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 G4S Secure Solutions, Inc, (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 five (5) business days written notice by the City to the Contractor, although emergency situations may require shorter notice.,

B. Require of Contractor's employees to notify parking personnel of individuals who park illegally and to maintain radio and phone 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 a minimum of 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 RFP # [insert] pages , 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. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 at City sites, under the terms of this Agreement.

H. 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.

I. 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.

J. 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.

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

L. 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.

M. 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.

N. 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.

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

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

Q. 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.

R. 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.

S. Provide copies of timesheets with signatures from each City Site Manager and Contractor's signing authority, 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 four hundred fifty-two thousand four hundred fifty six dollars and forty eight cents (\$452,456.48), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified:

LA FARGE LIBRARY:

HOURLY RATE: \$17.62

TOTAL FOR 2,736 REGULAR HOURS: \$48,208.32

MAIN LIBRARY:

HOURLY RATE: \$17.62

TOTAL FOR 3,042 REGULAR HOURS: \$53,600.04

MOBILE PATROL:

HOURLY RATE FOR 2,736 REGULAR HOURS: \$18.28

= \$50,014.08

HOURLY RATE FOR 80 HOLIDAY HOURS: \$25.60 =

\$2,048.00

TOTAL FOR 2,816 REGULAR AND HOLIDAY HOURS:

\$52,062.08

MUNICIPAL COURT:

LEVEL 3 HOURLY RATE: \$21.20

TOTAL FOR 2,331 REGULAR HOURS: \$49,417.20

CITY HALL/SFCCC:

LEVEL 3 HOURLY RATE: \$21.20

TOTAL FOR 2,008 REGULAR HOURS: \$42,569.60

SF TRAILS:

HOURLY RATE: \$18.28

TOTAL FOR 1,214 REGULAR HOURS: \$22,191.92

SOUTHSIDE LIBRARY:

HOURLY RATE: \$17.62

TOTAL FOR 2,896 REGULAR HOURS: \$51,027.52

SANTA FE MUNICIPAL AIRPORT:

LEVEL 3 HOURLY RATE: \$21.20

TOTAL FOR 6291.5 HOURS \$ 133,379.80

An additional sum of twenty five thousand dollars (\$ 25,000) 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 paid under this Agreement. GRT paid on behalf of the City will be reimbursed to the Contractor as part of the monthly invoice submitted by the Contractor for services rendered per this Agreement.

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

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 shall terminate on December 31, 2016, 11:59PM MST unless sooner pursuant to Article 6 below.

6. OPTION TO RENEW

The City at its sole discretion retains the option to extend the initial Term of this Agreement for (3) additional one (1) year Terms upon satisfactory performance by the contractor. Contract renew and review will be performed 120 calendar days before termination date.

7. TERMINATION

A. This Agreement may be terminated by the City upon 30 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 for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

B. The contractor may terminate this Agreement by giving the City a written notice of Termination a minimum of one hundred and twenty (120) calendar days in advance.

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 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, 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.

21. 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.

22. 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.

23. 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:

City of Santa Fe:
Parking Division
PO BOX 909
Santa Fe, NM, 87504

Contractor:G4S Secure Solutions Inc.
4308 Carlisle Blvd NE
Suite 101
Albuquerque, NM 87110

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

CITY OF SANTA FE:

CONTRACTOR:
G4S SECURE SOLUTIONS INC.

JAVIER M. GONZALES, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

City of Santa Fe Business

Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MAA 10/29/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit Line Item



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor G4S Secure Solutions Inc.

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$454,756.68

Termination Date: December 31, 2015

Approved by Council Date: tbd

or by City Manager Date: _____

Contract is for:

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 of 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: \$ _____



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

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

RFP# 16/6/P Date: September 4, 2015

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 Funding Source: *various (see below) BU/Line Item: 510300

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: Robert Rodarte
Phone # _____ (1505) 955-5712

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:

*Accounts to be Charged: 52155, 12100, 22774, 52102, 12057, 52155, 12002, 52401.



Agenda

FINANCE COMMITTEE MEETING
CITY COUNCIL CHAMBERS
JUNE 15, 2015 – 5:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES:

Special Finance Committee – April 30, 2015

CONSENT AGENDA

6. Request for Approval of Cooperative Agreement – Design and Right-of-Way Acquisition for Roundabout at Agua Fria Street/Cottonwood Drive Intersection; New Mexico Department of Transportation. (John Romero)
7. Request for Approval of Amendment No. 3 to Professional Services Agreement – Radio Advertising to Promote and Market the City Parks & Recreation Department; Hutton Broadcasting, LLC. (Liza Suzanne)
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)
9. Request for Approval of Donation of Fire Truck to the Sierra Bonita Volunteer Fire Department. (Robert Rodarte)
10. Request for Approval of Amendment No. 1 to Professional Services Agreement – City-Wide Barricading and Traffic Control Services (Bid No. 15/08/B) for Water Division; Southwest Safety Services, Inc. (Michael Moya)
11. Request for Approval of Procurement Under Cooperative Price Agreement – Ten (10) Fifteen Yard Roll-Off Refuse Containers; Wastequip Mfg. Co. LLC (HGACBuy). (Lawrence Garcia and Cindy Padilla)
12. Request for Approval of Procurement Under Cooperative Price Agreement – Sixteen (16) Six-Yard Commercial Front-Loading Refuse Containers; Wastequip Mfg. Co. LLC (HGACBuy). (Lawrence Garcia and Cindy Padilla)

CITY CLERK'S OFFICE

DATE 6/11/15 TIME 3:00pm

SERVED BY OC or h

RECEIVED BY Alicia Bastos

**SUMMARY OF ACTION
FINANCE COMMITTEE MEETING
Monday, June 15, 2015**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved	1
APPROVAL OF CONSENT AGENDA	Approved [amended]	2
CONSENT AGENDA LISTING		2-4
APPROVAL OF MINUTES: SPECIAL FINANCE COMMITTEE – APRIL 30, 2015	Approved	4
<u>CONSENT CALENDAR DISCUSSION</u>		
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.	Approved	5-10
REQUEST FOR APPROVAL OF DONATION OF FIRE TRUCK TO THE SIERRA BONITA VOLUNTEER FIRE DEPARTMENT	Approved	10-12
REQUEST FOR APPROVAL OF MEMORANDUM OF AGREEMENT – PROVISION OF WASTEWATER COLLECTION AND TREATMENT SERVICE FOR THE THORNBURG AMENDED MASTER PLAN AREA LOCATED OUTSIDE THE PRESUMPTIVE CITY LIMITS; SANTA FE COUNTY	Approved	12-15
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT – WEBSITE DESIGN AND CONTENT MANAGEMENT SYSTEM (CMS) SERVICES FOR TOURISM SANTA FE; STUDIO X	Postponed to 06/29/15	16-18

CONSENT CALENDAR DISCUSSION

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. (NEIL CORREIA)

Councilor Maestas said his concern is the Blackstone price is much higher than AAA offered, but he had no idea of the gravity of the situation in terms of the parent financial problems. He said we need seamless security services for some of our key facilities. He asked if there are competitive prices in some of the current cooperative agreements, as opposed to us going back and issuing a request for proposals until this 4-month temporary goes through.

Mr. Rodarte said his recommendation that it is in the City's best interest to start from scratch, write up new specifications, including everything we want to provide the highest level of security services. To do that, it is best to go back out for a request for either bid packages or proposals.

Councilor Maestas said he sees this as a performance issue with AAA and it should be noted for future procurements because there were several years left on the contract.

Mr. Rodarte said there is one more year left on the contract.

Councilor Maestas said he doesn't think it is a good way to do business for AAA to abruptly say they can't serve out the contract, but at a higher price they could. He asked Mr. Rodarte to what extent do we consider past performance in RFP's and how can we objectively and appropriately consider what AAA did to the City.

Mr. Rodarte said on the new RFP that will be heavily weighted as well as financials. He said when he brings this back, the performance section of the evaluation criteria for pre-qualification will be quite high as well as the financials and other things that we're putting in there. So it will be a major piece.

Councilor Maestas said for a contract to be left hanging like this is unacceptable and we need to consider that going forward with this particular company and avoid this from happening again.

Mr. Rodarte said Blackstone has a State Price Agreement in which the price is identical to "that one you see there." He could have gone that route, but they wanted to give the other organizations that competed for the original bid, the opportunity to do this.

Councilor Maestas thanked him for his Memo which clarifies a lot.

Councilor Rivera said in the letter from AAA they said they couldn't afford to do it at the current price, and asked if they could come in as the lowest bid a second time.

→ Mr. Correia said there would be restrictions to qualify to submit a proposal again. He said we could have specifications or requirements for the other bids such as a requirement to submit 3 years of audited financial statements, so we can see the financial strength of each bidder. ←

Councilor Rivera said they could provide the audits and still be the lowest bidder. He asked what we can include in a contract to disqualify them if they were the lowest bid.

Mr. Correia said he would suggest including a disqualifying factor if a company had withdrawn from a contract with the City prior to the end of the term.

Mr. Rodarte said, "I would not allow them to bid on this. They have just proven to us that they cannot financially operate per our requirements on the last bid. So under the pre-qualification, the financials are going to be required and any kinds of defaults related to contracts. It will be worded a little differently, but, as we know, this is basically a default in the contract. So I'm not going to allow them to submit."

Councilor Rivera said you typically take the lowest price, and with a RFP, you can evaluate each group on its own merit and then make a recommendation. Ultimately, the Council would still have the final say, but you would have an idea of what each company could offer.

Mr. Rodarte said, "That's correct but, we already know what we need as far as the security is concerned."

Councilor Rivera said he heard this last time as well, and we went with AAA and now we're in this situation.

Mr. Rodarte said, "Let's go back a little bit to the first part of your question."

Councilor Rivera said we went through this process previously, so this part has to be different, so what's going to be different with what we do now, versus what we did last time.

Mr. Rodarte said the last time we did a pre-qualification based bid, which is almost like an RFP. We had the criteria for each company to get qualified to bid, no cost factors at all at that point. He said about 7 companies bid the pre-qualification request and only 4 qualified. We made every effort to screen out the ones that weren't qualified.

Councilor Rivera asked how we ended up with the lowest bidder that couldn't do the job.

Mr. Rodarte said there were 4 qualified companies. He said, "Now they get the bid packet, they don't have to worry about pre-qualification, just put the requirements, bid [inaudible] stuff like this. They went in there and based it based on all the time we put in there as far as the schedules. They didn't have to worry about pre-qualifying, that had already been done, so that's when they had to put their pencils together regardless of who they are. Out of the 6-7, we got 4, and only those 4 were given the bid packet."

Councilor Rivera said when this came through the first time, they were considerably lower than the other 2-3 people they were bidding against. He said, "And I asked how they could do it for that price. And I was assured again that they could and would perform. Did they think they were going to come in at the lower price and then negotiate a higher cost."

Mr. Rodarte said, "At any given time during that period they did not tell me they would come back to renegotiate until we met with them about 30 days out. And they sat right here in that first row and you asked that exact question of me and I backed them because they were 100% sure they could do it. Now, naturally they didn't. When you get to that point, you have done all your homework to get that bid out as best you possibly can. They just flat-out blew it. They really felt they could do it, and they're probably going to go under and a lot of companies do. I've yet to see any company that we've put together on bids go under like this, like what we're experience here. But I can tell you, we qualified them across the board 100% before the actual bid packet went out to them, so they had an even playing field against all of the other ones, whether local or anywhere else, that we prequalified."

Councilor Rivera asked Mr. Correia his experience with security in parking.

Mr. Correia said he isn't in security, but he has issued many requests for proposals for security guard services in California in several parking facilities combined for the City of Oakland, U.C. Berkeley and others. He has gone through RFP processes and written specifications for these types of contracts and happy to say they were all successful and served their terms.

Councilor Rivera asked Mr. Correia what he is comfortable doing.

Mr. Correia said his preferences for professional services contracts is a request for proposals, and he likes to go for bit if it is for equipment and related matters.

Councilor Rivera said he doesn't want to make the same mistake we made 8 months ago.

Mr. Rodriguez said he has been in a situation like this with a security firm for a much larger city that then went under and "we just had a lot trouble finally getting to that point. And we thought long and hard about the question you asked. And at what we found is at some point you have to compromise either one side of the other. And that is that you do your due diligence and expect the market is going to keep you there." He said for something like security you may want to "hedge" your bets and they came up with a minimum cost to provide the service, so it was a mish-mash of a request for bid proposals as well as a lowest bid and we said they have to be qualified and we have established this is the minimum cost to provide the service. So what we want from every is the best bid and proposal, and to keep people from bidding blow what the market could sustain we said this would be the floor. It did give up the edge to try and drive the price down, but we felt secure that when they opened the bids was they would get bids that we felt were sustainable over the long term.



MOTION: Councilor Rivera moved, seconded by Councilor Trujillo, to approve this request, with direction to staff to do an RFP on this and not necessarily take the lowest bid, and to know what the security companies can provide and if it's still the lowest bidder that's fine, but we will have an idea of what companies can provide to the City.

DISCUSSION: Chair Dominguez said according to Mr. Rodarte's memo we approved Bid No. 14/17/B in June 2014, and asked if that is correct.

Mr. Rodarte said it should be 27/B, noting that is a typographical error, which will be corrected, but it was on June 25, 2014.

Chair said in May 2015, AAA met with the Parking Division Director to discuss the extension. He said this request is brought forward as an emergency procurement, and asked the reason it meets the definition of emergency procurement.

Mr. Rodarte said it is the safety of individuals, especially when it comes to the Airport and other things.

Chair Dominguez said paragraph 3 of the Memorandum says, "During this meeting AAA Security expressed concerns about the original bid amount as being too low and acknowledged that they had underestimated their overall cost." He said that should say that they had underestimated their over all cost and staff didn't clarify that during the process.

Responding to Mr. Rodarte, Chair Dominguez said he is speaking about today.

Mr. Rodarte said we were unaware that they had underestimated and knew nothing at all about it.

Chair Dominguez said then the letter should say that staff was unaware of any of that, and asked that Mr. Rodarte to clarify that by the time this goes Council. He said this Governing Body, as it has demonstrated, will be asking a lot of question about procurement and the process, noting things have been delayed because of some of the details we haven't requested in the past.

Councilor Maestas noted that the 30 day notice for termination by either party is standard, but perhaps it should be longer for higher risk contracts, and asked if this provision can be changed in these kinds of contracts.



Mr. Rodarte said he believes it should be mandatory to have a meeting at least 4-5 months prior to the end of the contract.



Councilor Maestas suggested including appropriate milestones leading to the 30 days, commenting that the generic mutual party notice isn't serving our purposes.

Mr. Rodriguez said the challenge is that if we ask for 90 days, they want the same from us, and sometimes we want them to hurry and get off the job because they're using up the funding. He said perhaps we can ask for that in a special circumstance where they cannot continue in their contract, that they give us a 90 day notice, otherwise it is a 30-day notice on both sides.

Mr. Rodriguez said we could insert milestones such that the company doesn't go 3 months before they have an opportunity to tell us things, so there would be periodic meetings with updates to talk about their performance – on a quarterly basis have a performance meeting of some kind.

Councilor Maestas would like that in writing.

Chair Dominguez asked how we memorialize something like that in a policy, commenting he can see where previous administrations would say that we're micromanaging. He agrees that if we have a policy and put some of those things in place it is the letter of the law and should be followed. However, he doesn't know how that comes – an amendment to the Procurement Policy, or what.

Mr. Rodriguez said it could be an item in the contract itself.

Councilor Dominguez asked how do we pick and choose which of those contracts need to have that kind of language in it.

Mr. Rodriguez said they would rely on staff, "and in this case, we think it's a great idea."

Councilor Rivera suggested a quarterly evaluation with criteria developed by staff – something we don't see unless something raises a flag on evaluation. He wants something that can be measured to go along with that.

Councilor Maestas said we already have a process for renewal for another year. He asked what leads to the official question, the policy decision you want from us. Perhaps there needs to be an administrative process behind that before going to the Council before requesting for another on-year extension. He asked what needs to happen and what assurances does staff need from a contractor to bring that request to them. He asked the time for contract renewal.

Mr. Rodriguez said the objective in terms of performance is that before any contract has expired, it will have been bid, brought before the Committee, for approval and/or debate with sufficient time. He said not all contracts are the same, some are really basic. He said to set up these things arbitrarily or wholesale would be onerous on the vendors and would take a lot of additional staff without big returns. However, critical services, like security are different, noting there may be other services the same. He said in this situation, the company thought it could keep it together until the very last minute and at that point we learned it can't go further and at this point they were doing us a favor.

Chair Dominguez believes the City has the obligation to do due diligence to ensure the company is following through on the contract and that they will be able to continue the services they propose to provide. He said we're policymakers and aren't there "on the ground," to make those determinations. He asked if he is proposing to write administrative policy that gives that direction, or will it be whoever schedules a meeting with you first.

Mr. Rodriguez said no.

Councilor Maestas said on packet page 23, there is a summary of contracts, agreements and amendments, and there is a section there for amendment. He said an amendment that is an extension of a termination date, perhaps there should be a concurrence from the contractor, in addition to approval by the City Manager which should precede approval by the City Council. We can then get them for breach of contract.

Chair Dominguez said we are a little off the Agenda topic, although it is a good discussion. He said he doesn't want to get "too deep into the woods," because we're amending contract language and it gets crazy.

Mr. Rodarte spoke about what's been done with the Golf Course restaurant and the concession at the GCCC. We're requiring them to sit monthly and review the terms and conditions of the contract, what we've paid them, as well as anything – all before we pay them. He thinks the way to do it is to have consistent meetings with the vendor, whether a big or little contractor.

Mr. Correia said he has had success with requiring a performance bond as well as proposal guarantee bond, and if they can't afford to do it, then we cash the bond.

Councilor Lindell said she doesn't think the company acted in bad faith, commenting if they were acting in bad faith they would have packed up and left us hanging without saying a word to us. She said they are continuing to the best of their ability for a period of time. She said she is sure they don't want to go out of business. She doesn't think we can legislate and play with contracts to the point that we can avoid this in the future. She said these things happen to businesses, noting she believes they have been forthright. She noted she has dealt with many businesses that weren't. She said we have a solution and believes we should move forward with it.

VOTE: The motion was approved unanimously on a voice vote.

9. REQUEST FOR APPROVAL OF DONATION OF FIRE TRUCK TO THE SIERRA BONITA VOLUNTEER FIRE DEPARTMENT. (ROBERT RODARTE)

Councilor Lindell said on page 5 of the packet it shows that this vehicle cost us \$150,000 and it has other items. She asked what are those items.



Agenda

REGULAR MEETING OF
THE GOVERNING BODY
JUNE 24, 2015
SANTA FE COMMUNITY
CONVENTION CENTER

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 6/19/15 TIME 11:43am

SEEN BY meles - Byes

RECEIVED BY Alicia Hartig

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – June 10, 2015
9. PRESENTATIONS
 - a) Muchas Gracias – Former Planning Commissioners Angela Bordegaray, Renee Villareal, Lawrence Ortiz and John Padilla. (Mayor Gonzales) (5 Minutes)
 - b) International Folk Art Market; Tourism and Community Impact. (Connie Burke) (5 Minutes)
10. CONSENT CALENDAR
 - a) Request for Approval of Cooperative Agreement – Design and Right-of-Way Acquisition for Roundabout at Agua Fria Street/Cottonwood Drive Intersection; New Mexico Department of Transportation. (John Romero)
 - b) Request for Approval of Amendment No. 3 to Professional Services Agreement – Radio Advertising to Promote and Market the City Parks & Recreation Department; Hutton Broadcasting, LLC. (Liza Suzanne)
 - c) 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)
 - d) Request for Approval of Donation of Fire Truck to the Sierra Bonita Volunteer Fire Department. (Robert Rodarte)



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SANTA FE CITY COUNCIL MEETING
Wednesday, June 24, 2015**

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**MINUTES OF THE
REGULAR MEETING OF THE
GOVERNING BODY
Santa Fe, New Mexico
June 24, 20125**

AFTERNOON SESSION

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Javier M. Gonzales, on Wednesday, June 24, 2015, at approximately 5:00 p.m., in the Santa Fe Community Convention Center. Following the Pledge of Allegiance, Salute to the New Mexico flag, and the Invocation, roll call indicated the presence of a quorum, as follows:

Members Present

Mayor Javier M. Gonzales
Councilor Peter N. Ives, Mayor Pro-Tem
Councilor Patti J. Bushee
Councilor Bill Dimas
Councilor Signe I. Lindell
Councilor Joseph M. Maestas
Councilor Christopher M. Rivera

Members Excused

Councilor Carmichael A. Dominguez
Councilor Ronald S. Trujillo

Others Attending

Brian K. Snyder, City Manager
Kelley Brennan, City Attorney
Yolanda Y. Vigil, City Clerk
Melessia Helberg, Council Stenographer

6. APPROVAL OF AGENDA

Brian Snyder, City Manager, said he would like to postpone Item 10(q), noting there is no date specific for postponement. He said staff will take it back, work on it, and bring it back to Council.

MOTION: Councilor Maestas moved, seconded by Councilor Rivera, to approve the agenda as amended.

VOTE: The motion was approved on a voice vote with Mayor Gonzales and Councilors Dimas, Ives, Lindell, Maestas and Rivera voting in favor of the motion, none voting against, and Councilor Bushee absent for the vote.

CONSENT CALENDAR DISCUSSION

10 (c) 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)

Councilor Ives said an issue he raised when this was going through committees is whether Blackstone was registered as a corporation in New Mexico, and asked if that question has been answered.

Mr. Correia said he and the staff were unable to find a New Mexico registration, but they do have a City Business License.

Councilor Ives said they are hiring people in New Mexico, have staff in New Mexico and will be paying people in New Mexico, and part of the registration is designating a service agent in the State so if they're sued people can find them. He questions whether or not it is prudent to contract with anybody for these kinds of services who isn't registered in the State, in this case, as a foreign corporation. He asked Mr. Correia's thoughts.

Mr. Correia said he agrees with Councilor Ives, noting he has a meeting with the principals of this company tomorrow, and he was going to personally ask them the question, and as soon he gets an answer he will forward it to the Governing Body.

Councilor Ives said we have contracted with them in the past and may be under contract with them now at other facilities, so the fact they don't have it isn't due to the fact that they're waiting for this contract to be put in place.

Mr. Correia said they do have a current contract with Parks & Recreation, and "I am confident they are meeting all the eligibility requirements, but he will get that confirmation tomorrow.

Councilor Ives asked him to confirm that to him via email or another mechanism, commenting they are required to be in compliance with all State laws in our contract form.

Councilor Ives said in the Memo on packet page 5, it says the Parking Division Director, will be working with the Purchasing Office to prepare a new bid or RFP using pre-qualification method in RFP 14/27/B, and presumes that is the one used a year ago when the contract was first put in place.

Mr. Correia said that his understanding.

Councilor Ives said his question is whether or not, given advances in terms of how security can be provided, the use of cameras, remote sensing devices, etc., it isn't clear to him whether that is the correct mechanism for accomplishing these purposes. He would urge you to speak with IT Director, Renee Martinez about what might be available to leverage capacity. He said the price for the 4 months is

proposed at \$120,000 plus, which would bring the total dollar value to some \$363,000 over one year. He said AAA said they would do it for \$307,000 and remembers at the time wondering if that would be sustainable. He asked if we can realize savings in reforming the prior RFP. He would urge taking a hard look at it to see if we need to engage in a new bidding process, because the AAA experience was not successful. Speak with Renee Martinez about sustainability. Engage in new bidding process for security as look forward.

Councilor Ives said the bid process is to design and bring the bid criteria to the Finance Committee, but not all of us here serve on Finance and he is interested in that, and requested to receive anything delivered to the Finance Committee in this regard.

Councilor Ives said on packet page 9 of the contract, some of the services to be delivered are Item 4 "use reasonable efforts to deter or when absolutely necessary to detain persons attempting to gain or gaining unauthorized access to a facility or vehicle in the parking area, and Item 7 "maintain the scene of a crime to protect possible evidence in accordance with established procedures." He said these are some of the things taught at the Police Academy in terms of chain of evidence and custody. He has concerns in circumstances where we're asking people to detain people and maintain chains of custody because those are usually assigned to uniformed officers. He wants to know what kind of training they receive that qualifies to make these significant judgment calls on which liability and/or prosecutions might rely subsequently.

Councilor Ives said on packet page 12 under Subsection F(1), it says, "*Contractor shall assign personnel who have the same comparable training levels and following qualifications. Trained, knowledgeable employees who are licensed with excellent background.*" He said he has no idea whatsoever what an "excellent background" is in the context of this. We do require criminal background checks, but that the fact that someone hasn't been arrested for something criminal is not indicative of an excellent background. There is terminology in here that leaves him wondering what we're looking for. Any information that can be provide would be helpful, and believes the contractor would be interested as well.

Councilor Ives said as we come up with the new bidding process, he will be curious to see what sorts of responses we are going to get, commenting he would be leery of AAA participating in this again. He would caution as to the accuracy of the bids that may be received and how we evaluate those.

MOTION: Councilor Ives moved, seconded by Councilor Maestas, to approve this request.

DISCUSSION: Councilor Maestas shares the same concerns, noting we had considerable discussion about this at Finance. He said he would repeat his request that when we develop the next RFP's for these, that we revisit the termination clause and extend that instead of having it remain as a standard 30 days given the sensitivity of these kinds of contracts and for other contracts. He said we also should look at the administrative procedures for meeting with our contracts in the middle of a multi-year contract and have them request a one year extension far in advance of the termination. He favors a termination clause of 60-90 days on these kinds of contracts so the City isn't in the position of proceeding with an emergency contract.

Mayor Gonzales said in the industry clearly there are people who undercut to get a contract and through a series of change orders, exceed the previous contractual amount. He said we need to figure out how to do a reasonableness test when there is such a disparity between bidders to see if the capacity exists, or to add a penalty for early withdrawal when we have fulfilled our bargain.

Councilor Rivera said Councilor Ives brought up the issue of looking at cameras in consultation with Renee Martinez. He asked Mr. Snyder if we can form a committee to look at this before it goes out to RFP. He said there is more than one department involved and they may have different needs. He thinks we need to do a comprehensive look at security needs and get people involved that understand security, perhaps someone from the Police Department to look at the issues brought up by Councilor Ives.

Mr. Snyder said he will ask Robert Rodarte to take the lead in putting this together.

VOTE: The motion was approved on the following Roll Call vote:

For: Mayor Gonzales, Councilor Bushee, Councilor Dimas, Councilor Ives, Councilor Lindell, Councilor Maestas and Councilor Rivera.

Against: None.

10 (j) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) SOLUTION SELECTION AND CONSULTING SERVICES FOR CITY OF SANTA FE (RFP #15/18/P); BERRY DUNN. (RENEE MARTINEZ)

Councilor Ives back said on page 1 of the Memorandum it says, "*The current system is limited in its ability to support the evolving business requirements of the City, as it was designed for the manufacturing sector and not the local government sector. The City is planning to replace the current system with a more suitable and capable solution and is seeking the professional services of an experienced and highly qualified ERP solution selection and consulting services firm to assist City Staff...*" He said with that, as a predicate, he would thank Ms. Martinez for looking beyond that to better systems.

Councilor Ives said on page 8 of the agreement, our contractor is identified as BerryDunn, commenting he likes to see the full party identified as well as the principal place of business. He said BerryDunn is a consulting firm that exists throughout the country and it sounds as if we are contracting with their office in Portland.

Ms. Martinez said this is correct, their headquarters are in Portland, Maine.

Councilor Ives said he would like to see that information included in the future so we can evidence proper capacity to execute contracts, so he would ask for more close attention to these kinds of things.

Councilor Ives asked Ms. Martinez, regarding the scope of services, if she is satisfied that Sections 1(A) through (G) are sufficient and can be accomplished within the year-long time frame, i.e. through June 30, 2016, without.... he wants to be sure we can get through this entire thing and we won't see amendments asking for more money because it was underestimated.

Ms. Martinez said the proposal received from BerryDunn was evaluated and similar to the other finalists. It is a 9 month project, and assuming there is approval to proceed tonight, they will be kicking off the project as soon as possible – so we could have a start within the month and then an RFP out within 2 months, the first two months focused on a lot of requirements gathering and specifications. She said, "I feel confident that with starting the project within the month that we will be finished... that in a year, we should be finished in 9 months."

Councilor Ives asked when she says, "finished in a year," it sounds like we're saying we will have a new ERP system up and running in place functioning across the City and asked if this is correct.

Ms. Martinez said, "No. Let me clarify. This is really the selection phase of the project, so it's selecting the vendor, the product and the implementation services. Most of the time if you're looking at systems, I'm going to say our Tier 2 systems that are designed for municipalities, usually the software vendor is the same as the implementation services vendor. Unlike very large companies where oftentimes you will have an implementation party that is a reseller or not the same as the software vendor. In this case, I think we likely will have the same company that provides both the software and the implementation services. And so by the end of this phase of the project, we will have selected or be recommending a solution and funding for the implementation of the system."

Councilor Ives said then this is a next year's budget item, and asked her to rate it in terms of its significance for the City – it's importance to our IT operations.

Ms. Martinez doesn't think it's important to our IT operations, but it is very important to our City operations, but it would be a priority 4 as a project and it is a project already in the project planning as something "we are going to support." If there are new, incoming projects, this will be considered a higher priority unless there was some reason the City said no, we need to hold on this and put something in front of it. And now that we have an IT governance committee in process, we have a way of vetting those kinds of decisions with that Committee and the department heads who serve on the Committee.

Chair Ives said one reason he is highlighting this is wanted everybody up here to hear this is coming in our budget discussions for next year and it's of significant importance, so folks can get their head around that and that we're engaging in this process to be prepared to have a platform that supports the City as a municipal government as opposed to as a manufacturer.

Councilor Ives said in 1(G) they talk about developing a formal training plan. Is there any intent at this point that BerryDunn would do that training, do they do that training and would that be something we're looking for whoever the software vendor is to bring to the table.

City of Santa Fe, New Mexico

memo

DATE: October 22, 2015

TO: Brian Snyder, City Manager

FROM: Robert Rodarte, Officer
Purchasing Division *RR
10/22/15*

VIA: Oscar S. Rodriguez, Director
Finance Department

SUMMARY: Extension of City Wide Security Services:
Original Procurement Method: Emergency
Vendor: Black Stone Security:

The Purchasing Division is requesting to exercise option # 6. Titled: Renewal, from the current Security Contract between The City of Santa Fe and Black Stone Security. On June 24, 2015, the City Council approved the Emergency Contract (ITEM 15-0586), due to the immediate exit of the contractor on record AAA Security. Section # 6 of the Council approved Black Stone Contract allows for an extension up to two additional months. As stated: **"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."**

All terms and conditions have been reviewed and agreed upon by both parties. The contract extension value is \$48,204.00 plus GRT of \$4,007.79. This service amount is in compliance with the allowable threshold amount for the City Manager approval of amendments up to \$50,000.

Cause and effect for needing additional time: As stated in the City Council minutes of June 24, 2015, the governing body called for a stronger approach toward selecting a qualified Security Company. They request that stronger emphasis be placed on the financial standing of the interested parties along with greater use of modern technologies. They did not want to have another situation as experienced by the departure of AAA Security.

On September 4, 2015, RFP 16/6/P was publicly advertised. As a result of the Councilors request we added item #13 of the Proposal requirements requesting 3 years of financial records. This requirement was made mandatory. We also legally posted a mandatory pre proposal meeting for interested parties, to identify the increase in submittal requirements. To be fair to the interested parties we extended the submittal date back to September 28, 2015.

As of October 22, 2015 we have selected a top company that meets and exceeds all of the direction required by the City Council. We are currently in contract negotiations with and are targeting next week to finalize the contract.

Action:

Please approve the contract extension to Black Stone Security, as stated in Contract 15-0586, Item # 13 in the amount of \$48,204.00 plus GRT of \$4,007.79.

City of Santa Fe, New Mexico

memo

12/10/15
10/22/15

Date: October 21, 2015

To: Brian Snyder, City Manager

Via: *JS* Jon Bultuis, Transportation Department Director *JS*

From: Noel Correia, Parking Division Director *NC*

Subject: Blackstone Security Services, Inc. Professional Services Agreement
Amendment # 1

ITEM AND ISSUE:

Request for Approval to exercise option to extend the original term an additional two (2) months until December 31, 2015, as provided for under the Terms and Conditions of Professional Services Agreement (Item # 15-0586) with Blackstone Security Services, Inc.

BACKGROUND AND SUMMARY:

The City of Santa Fe entered into a four-month, interim professional services agreement with Blackstone Security, with option to extend the term an additional two (2) months, for emergency security services at the Santa Fe Municipal Parking Facilities, Libraries, Community Convention Center, City Hall, Municipal Court, and Santa Fe Trails for services from July 1, 2015 through October 31, 2015.

A Request for Proposal (RFP) for this contract was released on September 4, 2015. The Proposal Schedule (attached) culminates in a recommendation to the Finance Committee and City Council on November 2 and 10, 2015, respectively.

In order to ensure that sufficient time is devoted to reviewing and evaluating proposals, conducting interviews and selecting the best qualified company to provide this important service to the City, it is necessary to exercise the renewal article (Article 6) of our PSA with Blackstone Security and extend this PSA an additional two (2) months until December 31, 2015.

The total cost for these two months of security services is forty eight thousand two hundred fourteen dollars (\$48,214.00), plus gross receipts taxes of four thousand seven dollars and seventy nine cents (\$4,007.79). Each contributing department has budgeted for these services in their respective Service Contracts line items (510310) and the following amounts plus gross receipts taxes will be deducted for services from November 1, 2015 through December 31, 2015:

Location	Department BU	Total for Nov - Dec
Mobile Patrol (Parking Facilities)	52155	\$11,032.72
Main Library	12100	\$7,437.12
LaFarge Library	12100	\$6,644.64
Southside Library	22774	\$7,437.12
City Hall / SFCCC	52102, 12057, 52155	\$5,708.80
Municipal Court	12002	\$6,600.80
Santa Fe Trails	52401	\$3,352.80

With this amendment and two-month extension, the total compensation of this contract will be one hundred seventy three thousand one hundred forty five dollars and sixty six cents (\$173,145.66).

Shortly after the above-mentioned original emergency contract was approved through the Governing Body, the Santa Fe Municipal Airport identified a need for part-time private security services. A separate contract between the Santa Fe Municipal Airport and Blackstone Security Services, Inc. was created to provide the Airport guard services.

Full-time Airport security services are included in the Request for Proposals (RFP16/06/P) that is currently being evaluated and, these services will be covered under the general contract that is awarded to the most qualified company. In the meantime, the Airport requires full-time, uninterrupted security services through December 31, 2015. The total cost needed for this separate contract for security services at the Airport from July 1, 2015 through December 31, 2015, is forty eight thousand four hundred seventy five dollars and thirty six cents (\$48,475.36).

ACTION REQUESTED:

1. Approval of Amendment # 1 to the Emergency Services / Professional Services Agreement with Blackstone Security Services, Inc. to extend the expiration date, under the original Terms and Conditions, until December 31, 2015.
2. Approval of Original Contract for Emergency Services / Professional Services Agreement with Blackstone Security, Inc. for security services at the Santa Fe Municipal Airport from July 1, 2015 until December 31, 2015.

- Attachments: (1) Original Amendment # 1
(1) Copy of original PSA between Blackstone Security Services, Inc. and the City of Santa Fe (Item # 15-0586)
(1) RFP # '16/06/P Proposal Schedule
(1) Contract Extension Financial Spreadsheet
(1) Contract Summary

(1) Original PSA (Blackstone Security Services, Inc. and SF Municipal Airport
(1) Contract Financial Spreadsheet
(1) Contract Summary

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-0586**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Blackstone Security Services, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide 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.

1. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by forty eight thousand two hundred fourteen dollars (\$48,214.00), so that Article 3 reads as follows:

A. The City shall pay the Contractor in full payment for services rendered a sum not to exceed one hundred seventy-three thousand one hundred forty five dollars and sixty six cents (\$173,145.66), inclusive of all 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.

2. TERM:

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and the Contractor, but no later than November 1, 2015, and terminate on December 31, 2015.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Blackstone Security Services, Inc.

BRIAN K. SNYDER, CITY MANAGER
Date: _____

NAME & TITLE
Date: _____

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

ATTEST:

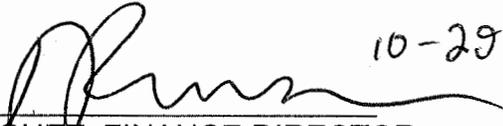
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 10/21/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 10-29-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

- 52155.510310
- 12002.510310
- 12100.510310
- 22774.510310
- 52401.510310
- 52102.510310
- 12057.510310

Business Unit/Line Item



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

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

1 OR ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Blackstone Security Services, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$120,923.87

Termination Date: October 31, 2015

Approved by Council Date: June 24, 2015

or by City Manager Date: _____

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

Amendment # 1 to the Original Contract# 15-0586

Increase/(Decrease) Amount \$ 48,214

Extend Termination Date to: December 31, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Renewal of original PSA for two (2) additional months, until December 31, 2015, so that RFPs can be evaluated and company can be recommended to City Council.

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

Amount \$ 120,923.87 of original Contract# 15-0586 Termination Date: 10/31/2015

Reason: Emergency procurement security services for municipal facilities.

Amount \$ 48,214.00 amendment # 1 Termination Date: 12/31/2015

Reason: Renewal of PSA for two (2) additional months.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 173,146



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: Emergency four-month PSA
example: (First year of 4 year contract)

7 Funding Source: _____ BU/Line Item: Multiple - see comment below

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 Certify 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:

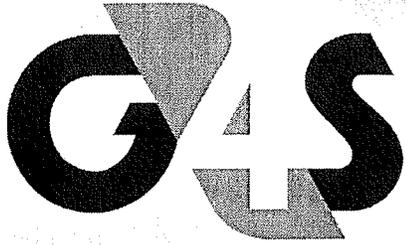
Contract # _____

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.



Securing Your World



Presented To:

City of Santa Fe Parking Division

Noel Correia

Parking Division Director

Presented By:

G4S Secure Solutions (USA) Inc. | Jason Harlan, Manager Business Development

4308 Carlisle Blvd. NE, Suite 101, Albuquerque, New Mexico 87101

505-409-3072 | 505-980-2160 | Jason.harlan@usa.g4s.com | www.g4s.com/us

City of Santa Fe, New Mexico



Request for Proposals (RFP): Proposal Number '16/06/P

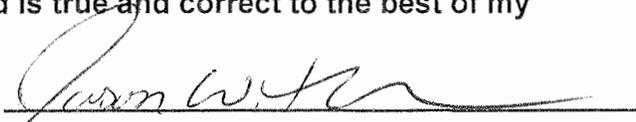
SECURITY GUARD SERVICES FOR THE MUNICIPAL PARKING FACILITIES, SANTA FE COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES, MUNICIPAL COURT, SANTA FE TRAILS, AND MUNICIPAL AIRPORT

CONTRACT MANAGED BY THE PARKING DIVISION

**PROPOSALS SHOULD BE DELIVERED TO:
City of Santa Fe Purchasing Office
2651 Siringo Road - Building "H"
Santa Fe, New Mexico, 87505**

**PROPOSALS ARE DUE NO LATER THAN:
2:00 P.M. on September 28, 2015**

I, INSERT NAME AND TITLE, hereby certify that this manual was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.



Jason Hartman Name, Title
Manager Business Development
GMS Secure Solution (USA) Inc



Securing Your World

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STATEMENT OF PROPRIETARY INFORMATION

This proposal contains proprietary information regarding G4S Secure Solutions (USA) Inc. and is not for public disclosure. Dissemination and reproduction may only be made after written permission by an authorized representative of G4S Secure Solutions (USA) Inc. is granted. This document was prepared and is submitted in confidence to the recipient. It is submitted solely for use by your management for the purpose of review in connection with an invitation to submit a proposal to provide security services.



Securing Your World

ITEM 1- EXECUTIVE SUMMARY and OVERVIEW

G4S is the world's leading security solutions organization, specializing in outsourcing of business processes in sectors where security and safety risks are considered a strategic threat. To support our clients' needs, G4S assesses current and future risks using our industry-leading web-based software and mobile applications. We then customize a security solution to minimize their impact. G4S is committed to providing a robust solution that complies with City of Santa Fe's business objectives that includes standardizing services across your security enterprise that ensures the protection of your assets; identifying ways in which to reduce manned guarding costs through the use of technology; mitigating risk exposure and enhancing the customer service your employees, visitors, vendors, and customers receive.

Company History: With a storied history dating back to 1901, G4S has grown to become the world's leading security solutions group and the second largest private security employer with more than 620,000 employees with operations in more than 120 countries. G4S works across a wide range of business sectors and is a major provider of risk management and protection to governments and businesses around the world. In order to support our clients' needs, G4S focuses on the assessment of current and future risks and develops secure solutions to minimize their impact.

Some of the key highlights of our company's evolution as a security solutions provider include:

- In 1901 Falck was founded in Copenhagen
- "Night Watch Services" (in 1939 "Night Guards) launched in the UK in 1935 – renamed "Securicor" in 1951
- In 1954 in the U.S., George R. Wackenhut founded "The Wackenhut Corporation"
- Philip-Sorensen companies renamed "Group 4" in 1968
- Listed on the London Stock Exchange in 1971
- Group 4 and Falck merge in 2000
- The Wackenhut Corporation merges with Group 4 Falck A/S in 2002 to become the world's largest provider of security services
- In 2004, Group 4 and Falck demerge and Group 4 and Securicor merge, creating Group 4 Securicor (G4S plc)
- In 2006 the G4S brand identity is rolled out globally
- In 2010, G4S Wackenhut is now known as G4S Secure Solutions (USA) Inc.
- In 2014 G4S Secure Solutions (USA), Inc. approaches \$1.4 billion in annual sales organically, without one acquisition of a manned guarding company in our 60 years in the US marketplace.

With over 100 years in business, G4S has strengthened its market position by focusing on developing security



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programs that address and solve our clients' challenges and introducing new technologies that improve our performance.

Recent Acquisitions: G4S is constantly evaluating opportunities to strengthen the services offered to customers, whether this is through geographic expansion or through acquiring capabilities to better address future customer needs. While our primary focus is growing our businesses organically and developing capabilities that meet our customers' needs, we also recognize that acquisitions offer a more immediate way to expand our reach or capabilities. In past five years we have made the following acquisitions:

- G4S has expanded our operations in Brazil with the acquisition of 100% of Vanguarda Segurança e Vigilância Ltda. ("Vanguarda"), a leading security provider.
- G4S strengthened our Belgian portfolio with the acquisition of two companies from the ASC-Group, an integrated Belgium-based safety solutions business.
- G4S Secure Solutions (Ireland) Limited acquired Alarm Monitoring Services (AMS) Limited (also trading as "i-watch"), a leading alarm monitoring supplier across Ireland.
- G4S acquired the offender monitoring technology operations of Guidance Limited ("Guidance Monitoring"), a leading international supplier of this technology to Governments across the world.
- G4S acquired Chubb Emergency Response, one of the UK's leading key holding and response services.

G4S Differentiation & Market Position: G4S is a solutions-based company providing integrated security programs that utilize our range of services and products to promote a safe and secure environment and drive continuous improvement. What sets G4S apart from the competition is our commitment to high quality, innovative solutions that meet our customers' specific security needs. At G4S, we have made the strategic investments necessary to acquire and develop expertise that bring together security personnel and technology that improve our customers' business processes. Our strategy allows our Security Officers to function efficiently and effectively, allows us to continually monitor and improve the service we provide and helps us assist our customers in reaching their financial and service goals.

Relative to our industry peers we view Securitas as our only true global competitor despite the fact that G4S is the largest provider around the world. Domestically, we are the second largest provider of contract security services with a market share of 10.8%, trailing only Securitas in market share and revenue. Other viable competitors on a national scale include but are not limited to Allied Barton, US Security & Associates, Guardsmark and Whelan Security.

G4S' Marketplace Reputation: The Institute of Finance & Management (IOFM) is the leading source of market intelligence and research tools for Security Directors. IOFM develops peer-based networks providing insight, best practices and proprietary research. IOFM's latest publication of its "Security Guard Firm Ratings & Benchmarks Report" which ranks security firms, outlines current practices and guidelines to help companies achieve higher levels of satisfaction in security outsourcing relationships. The most recent "Security Guard Firm Ratings & Benchmarks Report" recognized G4S as the #1 rated security firm which received the highest



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overall scores of all rated security firms. We ranked the highest among our peers in the following categories:

- Reliability – ranked #1
- Ethics – ranked #1
- Adherence to organizational rules and procedures – ranked #1
- Speed of response to security incidents – ranked #1

G4S' Robust Service Offering: G4S works across a wide range of business sectors and is a major provider of risk management and protection to both private and public sector end users around the world, offering services not provided solely by other providers in the marketplace. G4S provides a wide range of solutions to include:

Manned Security Services	Compliance & Investigative Services
<ul style="list-style-type: none"> ■ Security Officers ■ Receptionist Services ■ Switchboard Operators ■ Command Center Operators ■ Alarm Monitoring & Response ■ Mobile Patrol ■ Employee Shuttle Drivers ■ Emergency Response Teams ■ Emergency Key-holding ■ Fire Protection Officers ■ High Value Goods Vehicle Escorts ■ Transportation Services 	<ul style="list-style-type: none"> ■ Pre-Employment Screening ■ Safe2Say: Incident & Ethics Management ■ Harassment/Discrimination Investigations ■ FMLA Abuse ■ Workplace Violence Investigations ■ Employee Dishonesty ■ Executive Backgrounds ■ Labor Dispute
Security Consulting & Design Services	Technology Services
<ul style="list-style-type: none"> ■ Security Risk Assessments ■ Security Systems Engineering and Design ■ Master Planning ■ Benchmarking ■ Business Continuity Planning ■ Security Policies, Methods and Procedures 	<ul style="list-style-type: none"> ■ Secure Trax™ Platform: Incident Reporting and Notification technology ■ RISK360™: Risk Management Software ■ Access Control ■ Video Management ■ Identity Management ■ Biometric Technology ■ Smart Card Technology ■ Visitor Management ■ Intrusion Detection ■ Remote Monitoring Center ■ OneFacility Facility Management Software ■ Installation and Maintenance ■ CCTV / Video Analytics ■ Systems Integration

Best in Class Process to Hire & Retain Best in Class Personnel: G4S believes that our employees are our most valuable asset. Without the loyalty, dedication and professionalism of our security personnel, we would



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not be able to deliver on the expert level of service that our customers deserve and expect. G4S adheres to the principle that “*our customers are served best when our employees are served first.*”

To make G4S the preferred employer in the contract security industry, we have created and implemented best practices and processes that include some of the following:

- G4S Career Center - provides all applicants with an easy to follow process for seeking employment with G4S.
- G4S Applicant Tracking System - provides all applicants and the G4S Human Resources Team a concise online summary of the individual hiring processes
- G4S North America Training Institute (NATI) - a Top125 Training program for seven years running, NATI provides customized training solutions across a myriad of vertical markets. All G4S field personnel receive online access to NATI's training materials.
- Blue Cross Blue Shield PPO medical plan for G4S employees that is fully compliant with The Patient Protection and Affordable Care Act (PPACA).

Proprietary Software Only Found at G4S: G4S offers technology to deliver a more effective and efficient security service to our clients. Secure Trax®, G4S's proprietary software created for our valued customers, is used by security personnel while conducting patrols, responding and/or roving, communicating and reporting observations, performing inspections and immediately logging incidents. Secure Trax can also solve City of Santa Fe's need to procure communication equipment with cell phone capabilities. G4S and City of Santa Fe account managers have immediate, real-time access to the results of the day-to-day security operation to make business decisions based on hard facts, not forecasts or predictions.

G4S Insight: G4S developed Insight to provide customers with a quick and easy way to access information on-demand. This web-based online repository of key account information and reporting tools will provide City of Santa Fe a customized, web based portal reporting platform, equipped with numerous failsafe, backup and recovery hardware and software systems which are focused on addressing line item 8.1 to 8.5 from the RFP. These RFP requirements are met through these five core areas:

- **Compliance** - This section provides access to City of Santa Fe account-specific Key Performance Indicators (KPIs) which include: post coverage, turnover, training, post/site inspections, payroll accuracy, and invoice accuracy.
- **Financial Tracking** - The ability to capture City of Santa Fe budget information to support Budget versus Spend reporting, to include statistical forecasting, invoice accuracy and overtime analysis reports.
- **Incident Reporting** - All incidents observed by G4S' security personnel are electronically recorded, extending the capabilities of Secure Trax®
- **Tour and Inspections** - Using Secure Trax®, G4S can provide unlimited options for automating and reporting guard tours, facility inspections or other current manual checklist processes. A portfolio of reports and graphs, including compliance reports (e.g., completed vs. target scans) and detailed reports



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with filtering and drill-down capabilities are available on demand and can be exported in a variety of formats.

- **Staffing** - Addressing everything from on-time compliance to Daily Activity Reports (DARs) to post orders, G4S Insight provides searchable work schedules, GPS tracking with geo-fence capability for outdoor patrols and the tools needed to ensure full contract compliance and the delivery of service on a daily basis.

Cost Value and Benefits: G4S develops strategic partnerships with clients similar to City of Santa Fe by working in a collaborative environment to create a customized solution. The client specific solutions focuses on higher quality security services, risk mitigation, enhanced reporting and compliance, and constant communication that ensures our client's achieve their goals.

Our solutions strategy is based not solely on our proven expertise but is rather continually shaped and guided by feedback and input from our customers. We believe transparency of information creates the foundation from which we are able to transform security programs to deliver value across the entire organization.

RISK360™: An optional service available to our client's independent of their security officer program, RISK360 was developed when many of our clients expressed dissatisfaction with their internal or third party legacy incident management systems. While RISK360 delivers advanced incident and case management capabilities, the robust reporting and analytical module supports G4S's continuous improvement business model by providing intuitive tools for filtering and analyzing all data recorded in real time. Information is vital in making informed, timely, and value-enhancing decisions. Our business intelligence capabilities leverage incident data to identify ongoing optimization opportunities within a security program across large and complex organizations like City of Santa Fe.

Global and National Support: G4S operates in over 120 countries with over 620,000 employees and has 110 area offices in the United States with approximately 45,000 security professionals. G4S' global and national capabilities benefit City of Santa Fe by providing:

- Unified security solutions across borders via the ISO certified G4S Strategic Accounts Program, facilitating regular communication between local operations.
- G4S safety and risk management departments provide a cohesive resource for site management personnel around the company.
- Standardization of physical security services, training, management and best practices across all locations in the U.S. and Ireland.

Implementation Strategy: G4S has extensive experience in implementing and transitioning new accounts, dedicating resources from our Strategic Accounts team. Notably, G4S transitioned the General Motors account in 2011, which included 1,600 Security Officers at 78 locations in 20 states with approximately 54,827 security hours per week. G4S transitioned a staggering 96% of incumbent personnel from the previous security provider to G4S. Other large scale transitions include:

- Met Life
- Navistar



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- Key Bank
- BASF
- GSK
- Lyondell Basell

The implementation strategy, process, timeline and dedicated resources are all keys to the success of the account. G4S's Transition Plan is detailed in our response for City of Santa Fe to review.

Summary: Our solution for City of Santa Fe is not based solely on our proven expertise in delivering customized solutions or on our unique offerings; but rather it has been shaped and influenced by feedback from customers. While every customer is unique, there are common themes and concerns shared by all. We recently commissioned an independent survey of 50 of our most strategic customers to learn more about their challenges, measure our performance, and confirm our strategy for the future. We learned that while fundamentals still matter, what sets G4S apart and what takes our program to the next level for customers is this very integration of quality officers, innovative systems, software and processes that make a security program more effective, enhance compliance and contain costs. We can deliver this because we strive to understand the environments and markets in which our customers operate, and seek out opportunities to help them achieve their business objectives. We have made the investments to be able to deliver a consistent program locally, regionally and globally. We have reviewed the City of Santa Fe RFP and requirements and made every effort to demonstrate both our understanding and how our unique capabilities will benefit City of Santa Fe. Our commitment to City of Santa Fe is to find the right combination of people, protection, customer service and technology to mitigate risk and provide safe and secure environments and to continually measure, monitor and adjust so that we are able to respond to your changing needs and requirements today and in the future.

Respectfully Submitted,

Jason Harlan, Manager Business Development

G4S Secure Solutions (USA) Inc.



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SUBMITTAL REQUIREMENTS FOR '16/06/P ITEMS 2-13

2. Provide a list of the Contractor's principals and employees with resumes of qualifications, as well as each key person that the Contractor anticipates assigning to the contract. Additionally, include a summary of the qualifications, licenses and experience of each individual and the type of services to be performed by each individual.

JIMMY RAMOS, ACTING GENERAL MANAGER

PROFESSIONAL EXPERIENCE

- 2015 to Present – G4S Secure Solutions (USA) Inc. Acting General Manager
- 2012 to 2015 – G4S Secure Solutions (USA) Inc.
(Senior Operations Manager)
- 2011 to 2012 – G4S Secure Solutions (USA) Inc.
(Area Supervisor IV)
- 2001 to 2011 - Department of Public Safety, New Mexico State
Police (Certified Police Officer / Uniform Division - Detective)
- 1999 to 2000 - Epic Divers Inc. (Commercial Diver/Diver Medical
Technician)
- 1991 to 1997 – United States Navy (Hospital Corpsman)

EDUCATION

- 2001 New Mexico State Police Academy Graduate
- 1998 National University College of Oceaneering graduate.
- Honorable Discharge from the United States Navy
- 1989 Farmington High School Graduate

REFERENCE/CERTIFICATES/DIPLOMAS

- National Rifle Association Law Enforcement Activities Division Certified Firearms Instructor.
- New Mexico Law Enforcement Academy Certified Instructor.



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SUMMARY OF QUALIFICATIONS

I am currently employed with G4S Secure Solutions in Albuquerque, NM. I am the Senior Operations Manager and currently the Acting General Manager for G4S Secure Solutions (USA) Inc.; I directly supervise approximately 200 security officers for various contracts located throughout New Mexico, South Texas and Arizona. I maintain and account for over one-hundred (100) firearms, conduct firearms training and state mandated firearms certifications of G4S armed security officers.

Prior to my current employer, I was employed with the New Mexico State Police for ten years. I encompass experience in the following capacities: working in numerous types of conditions while conducting both indoor and outdoor operations/investigations, dealing with and directing personnel, conducting interviews, handling of evidence, working with several computer based programs, preparing written reports and conducting presentations to civilian and law enforcement personnel. While serving in the US Navy I attained the certification of an Emergency Medical Technician Intermediate, National Registry and the rank of Petty Officer Third Class, E-4 (non-commissioned officer). During my education at National University, formerly the College of Oceanering I attained the certification of Diver Medical Technician with a certification as a Hyperbaric Medical Technician as well as a certified Commercial Air Diver. Additionally, I was responsible for a broad variety of health care duties in the medical field while serving as a Hospital Corpsmen in the United States Navy.

I possess excellent problem solving skills as well as written and verbal communication skills which I have fortunately been able to augment throughout my military and civilian work experience. During my employment as a commercial air diver I was able to develop a mechanical aptitude working with a myriad of power and hand tools while enduring harsh environments with limited or no visibility. I have acquired knowledge applicable to understanding blueprints and diagrams. As a commercial diver I was responsible for communicating directly with my diving supervisor in addition to the customer/company supervisor regarding the tasks to be completed and the progress of the work being performed. Work which typically could not be seen such as the project in progress could not be observed below the surface of the water.

As a police officer I gained exceptional communication proficiency that was crucial for the successful completion of the tasks assigned. "Thinking on my feet" was an imperative daily occurrence. Problem solving, critical thinking, written and verbal communication, and developing a strong team philosophy are all attributes I was able to refine during my ten year tenure.

Through life experience, military service, commercial diving and being a police officer/detective I have ascertained that communication and adaptation of a "team effort" attitude is essential for the successful completion of any project.

My personal goal is to continue to expand my human conceptual skills and advance my formal education.



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ADAM HEFFELFINGER, AREA SUPERVISOR

As the G4S Area Supervisor, Maj. Heffelfinger will have specific oversight of the City of Santa Fe Security G4S Site Supervisor and contract related responsibilities. This oversight will ensure rapid and appropriate response to all issues and concerns related to the staff, tasks and duties covered by the security services contract. The Site Supervisor for the City of Santa Fe Contract will report directly to Maj. Heffelfinger.

SUMMARY

In the Marine Corps I developed and exercised leadership, teamwork, and excellent communication skills. I am proficient with computers. My military training, along with my life skills and experience ensure that I will serve as a valuable asset to any organization.

PROFESSIONAL EXPERIENCE

Area Supervisor

G4S Secure Solutions, ALBUQUERQUE, NM
08/15 to Present

I ensure all posts in the Albuquerque area are covered on a daily basis. I keep a positive relationship with the clients to ensure we are meeting all of their needs. I speak with the Site Supervisors at least once a week to ensure they understand their duties, don't have any issues, and have completed their schedules. I ensure we have enough officers to cover any request for officer services throughout the state. I review and amend the post orders for all of our sites on an annual basis. I enter payroll on a weekly basis, and ensure the guards pay rates and what they worked are correct. I also ensure the clients are not being overbilled for our services.

Bank Supervisor

G4S Secure Solutions, ALBUQUERQUE, NM
05/13 to 08/15 / Full Time

I ensure all guards are at their post on a daily basis. I make the guards schedules, input them into Labor Scheduling, and distribute them to the guards every week. I keep a positive relationship with the client to ensure we are meeting all of their needs. I speak with the guards at least once a week to ensure they understand their duties, know what their upcoming schedule is, and address any issues they might be having. I also help oversee a Bank of America Call Center. This building is a critical facility. I have helped to write the post orders which lay out all of the security measures that have been implemented for the facility. I also help inspect and maintain the CCTV system for the facility.



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Business Manager

R&S Powersports, ALBUQUERQUE, NM
04/09 to 05/13 / Full Time

I am responsible for securing the financing for anyone looking to purchase a Powersports vehicle at the dealership. I am also in charge of having the customer sign the contracts and all other needed paperwork for their purchase and collect money from them when required. I was trained how to desk deals, and filled in for the sales manager when he was out of the office.

Maintenance/Co-Owner

Devil Dog Services, San Jacinto, CA
11/08 to 04/09 / Full Time

I was the Co-Owner. I am subcontracted through a property rental company. I do repair construction work and fix minor maintenance problems for the rental company when needed.

Salesman/Floor Manager

R&S Powersports, ALBUQUERQUE, NM
10/07 to 11/08 / Full Time

I was responsible for ensuring all models of units in our inventory were on the floor. I ensured the floor was organized and there was enough room for all units. I was also in charge of making the schedule for the sales staff. I was trained in the finance department and filled in for the finance manager when she wasn't in the office

Gentlemen's Club Manager

The Spearmint Rhino Gentlemen's Club, ALBUQUERQUE, NM
10/06 to 8/07 / Full Time

I was responsible for the day to day operations of the club. I was also responsible for ordering the weekly supplies for the club. I ensured the weekly schedule was made and all employees were aware of their schedule. It was also my responsibility to ensure all employees were at work and at their respective stations when they were scheduled to work.

Gentleman's Club Manager

The Penthouse Gentlemen's Club, PHOENIX, AZ
11/05 to 6/06 / Full Time

I was responsible for the day to day operations of the club. I was responsible for ordering the weekly supplies for the club. I ensured the weekly schedule was made and all employees were aware of their schedule. It my responsibility to ensure all employees were at work and at their respective stations when they were scheduled to work.

Military Policeman

United States Marine Corps, CAMP PENDLETON, CA
6/98 to 10/05 / Full Time

Participated in the security of a Marine Corps Base. I Was also a Watch Commander. As



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a Watch Commander I was responsible for ensuring all reports were proof read and briefed every morning. I was also responsible for responding to all 911 calls and calls for assistance, and supervising my platoon of approximately 8 marines. Did routine patrols on base to ensure all traffic laws were being obeyed. I was also responsible for conducting patrols around several critical facilities to ensure they were secure. I conducted route Reconnaissance patrols, and convey security for military conveyes overseas.

QUALIFICATIONS

Currently working on a BA in Criminal Justice
Graduate of Military Police Academy
Assurant Solutions Finance Class

JAMES KEITH GAGE, Training Manager

As the Training Manager, Capt. Gage will have responsibility to ensure that all officers appointed to the City of Santa Fe contract are fully educated and equipte to carry out the mutually agreed upon post orders for each of the locations covered by this contract. Capt. Gage will have over 40 hours of live, classroom training with all of the officers which will allow him time to address any questions, cover real life seniros and proper responses. Capt. Gage will also observe and evaluate each officer to ensure a proper fit of the officer to the post for which they have been hired.

2014-Current

Training Manager, G4S

- Maintained accountability of all Training Records.
- Trained all new hire employees and maintained monthly training for all employees
- Updated training to meet the N.M. Private Investigations State Requirements.

2012-2014

Custom Protection Officer, G4S

- Interior and Exterior Patrols for Multiple Location
- Assisted Albuquerque Police Department with any Incidents on Client Property
- Corrected multiple safety hazards on clients premises

2011-2012

Customer Service Manager, Wal-Mart

- Maintained accountability of all cashiers and stockman.
- Accurately maintained control of all cashier loans.
- Trained new cashiers on registers and customer service.



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2010-2011

Maintenance Management Chief, USMC

- Maintained 8 reports for maintenance per a unit, and maintained 98% accuracy between reports and unit equipment.
- Reconciled all reports with supply personnel, supply chiefs, and supply officers.
- Supervised maintenance personnel, maintenance functional areas, maintenance records and maintenance equipment.

2010-2011

Armory Non-Commissioned Officer, USMC

- Secured and maintained 40 Million dollars of weapons and optics.
- Deployed 4 thousand Marines with weapons, optics and SL-3.
- Managed and trained 30 armory personal in daily, monthly, and semi-annual maintenance, gear tracking, personnel tracking, record keeping, and calibration maintenance.

2008-2010

Maintenance Management Clerk, USMC

- Corrected maintenance related issues on all reports.
- Verified all maintenance issues were being reported correctly.
- Increased all maintenance turnaround time for the unit by 25% after 2 months.

2006-2008

Game Consultant, GameStop

- Informed customers on new and used video games.
- Controlled the sales floor through all holiday, and everyday rushes.
- Accurately used the sales register for all sales with little or no mistakes.

Qualifications

American Heart Association CPR/AED/First Aid Instructor

Dale Carnegie Excellence in Customer Service Instructor

State of New Mexico Certified Level One and Level Two Instructor

State of New Mexico Licensed Level Three Security Officer

G4S Custom Protection Officer Instructor

Dale Carnegie Customer Service Training Instructor



3. Describe in detail how new and replacement personnel will be recruited, hired, and trained. Attach your firms hiring and training procedures and plan that will be required for all employees and the method by which adherence will be ensured (e.g. interviewing, drug testing, background check and reference checks). The City will retain under its agreement with the successful Contractor the right of approval of all persons performing under this Agreement.

RESPONSE TO ITEM 3-GREATER CONFIDENCE FROM QUALIFIED SECURITY OFFICERS (LIBRARIES LEVEL I)

Each and every G4S Secure Solutions employee begins the recruitment and hiring process through the G4S Applicant Tracking System (ATS). ATS along with PeopleSoft, web based data portals, are designed and utilized to ensure consistency and transparency throughout interviewing, drug testing, background check and reference checks process.

The following pages detail the selection criteria, background checks, brief and detailed training, and service uniform for each level of Officer.

G4S will provide you with our Traditional Security Officer (LEVEL I) program to meet your protection requirements. We have chosen this level of officer for your locations because they:

- *Present a professional physical security presence & positive public image*
- *Possess the experience to show good judgment, make decisions, and observe & report in accordance with mutually agreed upon Post Orders*



Our Traditional Security Officers will provide you the right level of officer skills and expertise for your security needs. Their appearance, attitude and performance provide the professionalism you expect.



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THE RIGHT QUALIFICATIONS FOR THE JOB

To become a G4S security professional all candidates must meet the following basic qualifications:

- *At least 18 years of age*
- *U.S. citizen, or a legal alien possessing appropriate work permit or visa*
- *Fluent, both orally and in writing, in English and/or a language appropriate to the assignment, at a high school level and be clearly understandable via radio communication transmissions*
- *Possess a high school diploma or equivalent*
- *Good health, emotionally stable, mentally alert and able to perform job responsibilities*
- *Trained and licensed (where applicable) in accordance with state requirements*
- *Able to successfully complete a written, validated examination indicative of their ability to understand and perform the assigned duties*
- *Possess a work and character background that indicates dependability, reliability, and the ability to work harmoniously with others*
- *Provide a contact telephone number, have access to reliable transportation, and be available in the event of an emergency*
- *Possess the capacity to acquire a good working knowledge of all aspects of the job*
- *Able to operate under stressful situations*
- *Possess basic computer skills and/or security systems knowledge as required by the position*
- *Per the RFP, all G4S Secure Solutions Officers assigned to the City of Santa FE RFP '16/06/P contract will have a minimum of six (6) months experience in police science, security service, armed forces (military), law enforcement, or corrections.*

ASSURED OF THE BEST TALENT AVAILABLE

Comprehensive background investigations will be conducted for all security officer candidates. Only one out of four officer candidates successfully pass our screening and are hired. Candidates who become traditional security officers will have successfully passed the following investigations:

- *Identity Verification - Social Security Trace Report & E-Verify*



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- **Criminal Searches (7 years):**
 - *Statewide Criminal Search (where available)*
 - *County Criminal Search (when state not available or historically incomplete)*
 - *Multi-jurisdictional & Sex Offender Search*
 - *Includes OFAC SDN Search (Terrorist Watch List)*
- **10-panel Drug Screen**
- **7 Years of Activity (Employment, Unemployment, Education)**
 - *Review, investigation and resolution of all gaps 90 days or longer*
- **Driver's License (DMV) Check (annually thereafter for all driving positions)**
- **Military service (DD214) – if applicable**
- **I-9 verification**

ENSURING HIGH PROFICIENCY FROM EXTENSIVE TRAINING

Upon successful completion of the background investigations, security officers receive training developed by our ISO 9001:2008 registered G4S North America Training Institute.

All hours meet state requirements and will be increased at your request. Our required training for officers is the best in the security industry and includes:

- **Pre-assignment: 16 hours**
- **First Aid/CPR/AED Certification: 8 hours**
- **On-the-Job Training (OJT): 8 hours**
- **Self-Study: 16 hours**
- **Annual In-Service Training: 8 hours**

PROFESSIONAL APPEARANCE

Security officers receive a plentiful issuance of full uniform with accessories and accoutrements at no cost to them to ensure a sharp and professional appearance at all times. Replacements are provided as needed due to normal wear-and-tear or damage caused during work. G4S security officers will not be charged for their uniforms, or alterations.

- **Long/Short Sleeve Shirts**
- **Chest Badge**



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- *Pants*
- *Two Ties (Long Sleeve Shirts only)*
- *Jacket*
- *Foul Weather Gear*
- *Duty Belt*
- *Inner/Outer Belts*
- *Belt Keepers (4)*
- *Whistle, Chain & Holder*
- *Handcuffs & Case*
- *Baton & Baton Ring (where applicable)*



GREATER CONFIDENCE FROM QUALIFIED SECURITY OFFICERS (MOBILE PATROL AND SANTA FE TRAILS LEVEL II)

G4S will provide you with our Upscale Security Officer (USO) (LEVEL II) program. We recommend this officer level for your locations because USOs:

- *Possess a higher degree of security competency than ordinary guards*
- *Exhibit security proficiency through their appearance & attitude*
- *Operate correctly & appropriately in all security-related situations in accordance with mutually agreed upon Post Orders*



Our USOs will provide you with a higher quality security officer than the industry norm. This higher standard is seen in the USO's appearance, attitude and performance. It is our assurance to you that any USO representing your facility will interact with clients and perform their duties with the professionalism you expect.



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THE RIGHT QUALIFICATIONS FOR THE JOB

USOs are recruited from top of the commercial security officer labor pool. To become part of this distinctive corps of security professionals all candidates must meet at least one of the following qualifications, in addition to the basic qualifications required of all G4S officers:

- *Associate's degree or higher (any discipline)*
- *Service in the active duty military, military reserves, or National Guard*
- *Service in Auxiliary Police or Police Cadets*
- *Minimum of one (1) year verifiable work history*
- *Minimum of one (1) year verifiable and successful security experience*

ASSURED OF THE BEST TALENT AVAILABLE

Comprehensive background investigations will be conducted for all USO candidates. Only one out of five USO candidates successfully pass our screening and are hired. Candidates who become USOs will have successfully passed the following investigations:

- *Identity Verification - Social Security Trace Report & E-Verify*
- *Criminal Searches (7 years):*
 - *Statewide Criminal Search (where available)*
 - *County Criminal Search (when state not available or historically incomplete)*
 - *Multi-jurisdictional & Sex Offender Search*
 - *Includes OFAC SDN Search (Terrorist Watch List)*
- *10-panel Drug Screen*
- *7 Years of Activity (Employment, Unemployment, Education)*
 - *Review, investigation and resolution of all gaps 90 days or longer*
- *Driver's License (DMV) Check (annually thereafter for all driving positions)*
- *Military service (DD214) – if applicable*
- *I-9 verification*



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ENSURING HIGH PROFICIENCY FROM EXTENSIVE TRAINING

Upon successful completion of the background investigations, USOs receive training developed by our ISO 9001:2008 registered G4S North America Training Institute.

Our required training for USOs exceeds industry standards and includes:

- *Pre-assignment: 40 hours*
- *First Aid/CPR/AED Certification: 8 hours*
- *On-the-Job Training (OJT): 16 hours*
- *Annual In-Service Training: 8 hours*

PROFESSIONAL APPEARANCE

USOs receive a plentiful issuance of full uniform with accessories and accoutrements at no cost to them to ensure a sharp and professional appearance at all times. Replacements are provided as needed due to normal wear-and-tear or damage caused during work. G4S security officers will not be charged for their uniforms, or alterations.

- *Stetson Hat, Strap & Badge*
- *Long/Short Sleeve Shirts*
- *Chest Badge*
- *Pants*
- *Two Ties (Long Sleeve Shirts only)*
- *Jacket*
- *Foul Weather Gear*
- *Duty Belt*
- *Inner/Outer Belts*
- *Belt Keepers (4)*
- *Whistle, Chain & Holder*
- *Handcuffs & Case*
- *Baton & Baton Ring (where applicable)*





Securing Your World

GREATER CONFIDENCE FROM PREMIER CUSTOM PROTECTION OFFICERS® (MUNICIPAL COURT, CITY HALL/SFCCC/, AIRPORT LEVEL III)

G4S will provide you our highest level of security officer, our Custom Protection Officer® (CPO) (LEVEL III) program. We recommend our premier level officer for your locations because CPOs:

- *Possess skills, capabilities & specific qualifications that are closer to public agency law enforcement than commercial guards*
- *Present a strong physical deterrent through their demeanor, appearance & professionalism*
- *Represent your commitment to security with the highest public profile presence*
- *Demonstrate good judgment and follow prescribed Post Order instruction to deal effectively with the unforeseen; and, respond appropriately under stressful conditions that may arise*
- *Are trained & licensed to provide armed service (at the clients' request)*



CPOs represent the most qualified level of security officer available. Established in 1989, CPOs set the benchmark for quality and customer service exceeding all industry standards. This level of officer was designed to meet our clients' demands for a premier level of officer that had not existed in the security industry; specifically, for sites which complex security requirements. If required, it is this level of officer that can also provide an effective alternative to contract law enforcement given the distinctive qualifications of our CPOs.

With innovative technology and our premier CPO Program, we provide customers peace of mind. Our CPO program employs and cultivates security officers with proven performance, tested skills, and the ability to make quick & critical decisions.

ARMED PROTECTION: FULLY TRAINED & LICENSED

CPOs will be trained and licensed to carry firearms within the legal and appropriate circumstances. Licensing and state required training is documented and available online via the G4S secure web portal. G4S supervision is alerted to upcoming recertification and licensing, reminding security officers before expiration dates and ensuring compliance.



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THE RIGHT QUALIFICATIONS FOR THE JOB

CPOs are recruited from a different labor pool than typical commercial security officers. Only one out of 10 CPO candidates successfully pass our screening and are hired. To become part of this premier corps of security professionals all candidates will have met at least one of the following qualifications, in addition to the basic qualifications required of all G4S officers:

- *Law enforcement experience*
- *Service in the Elite Military Forces, Military Police or combat arms*
- *Graduate of Police/Corrections Academy*
- *Criminal Justice Degree (Associate's or higher)*
- *Career Military*

ASSURED OF THE BEST TALENT AVAILABLE

Rigorous background investigations will be conducted for all CPO candidates. Only one out of 10 CPO candidates successfully pass our screening and are hired. Candidates who become CPOs will have successfully passed the following investigations:

- *Identity Verification - Social Security Trace Report & E-Verify*
- *Criminal Searches (7 years):*
 - *Statewide Criminal Search (where available)*
 - *County Criminal Search (when state not available or historically incomplete)*
 - *Multi-jurisdictional & Sex Offender Search*
 - *Includes OFAC SDN Search (Terrorist Watch List)*
- *10-panel Drug Screen*
- *Physical Exam*
- *Psychological Evaluation (MMPI-II)*
- *7 Years of Activity (Employment, Unemployment, Education)*
 - *Review, investigation and resolution of all gaps 90 days or longer*
- *Driver's License (DMV) Check (annually thereafter for all driving positions)*
- *Military service (DD214) – if applicable*
- *I-9 verification*



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ENSURING HIGH PROFICIENCY FROM EXTENSIVE TRAINING

Upon successful completion of the background investigations, CPOs receive training developed by our ISO 9001:2008 registered G4S North America Training Institute.

Our required training for CPOs exceeds industry standards, and includes the following:

- *Pre-assignment: 40 hours*
- *First Aid/CPR/AED Certification: 8 hours*
- *On-the-Job Training (OJT): 16 hours*
- *Annual In-Service Training: 16 hours*
- *Weapons Training: In accordance with applicable local & state laws*
- *Annual Weapons Recertification: In accordance with applicable local & state laws*

PROFESSIONAL APPEARANCE

CPOs receive a plentiful issuance of full uniform with accessories and accoutrements at no cost to them to ensure a sharp and professional appearance at all times. Replacements are provided as needed due to normal wear-and-tear or damage caused during work. G4S security officers will not be charged for their uniforms, or alterations.

- *Stetson Hat, Strap & Badge*
- *Long/Short Sleeve Shirts*
- *Chest Badge*
- *Pants*
- *Two Ties (Long Sleeve Shirts only)*
- *Jacket*
- *Foul Weather Gear*
- *Duty Belt*
- *Inner/Outer Belts*
- *Belt Keepers (4)*
- *Whistle, Chain & Holder*
- *Handcuffs & Case*
- *Holster, Pistol and Ammo holder*





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TRAINING FOR LEVEL I, II, III OFFICERS

G4S will train Security Officers (Level I), Upscale Security Officers (Level II) and Custom Protections Officers (Level III) for your locations to qualify beyond any state-legislated requirements and fully to your specific needs. Our training and learning resources are delivered by G4S' North America Training Institute (NATI), which was named one of three world-class corporate universities in Corporate Learning Strategies, published by the American Society for Training and Development (ASTD). Each and every G4S Secure Solutions employee begins the recruitment and hiring process through the G4S Applicant Tracking System (ATS). ATS and PeopleSoft are web based portals designed to ensure that each step of the interviewing, drug testing, background check and reference checks

NATI has been recognized by the ASTD with a BEST Award, and has been named a Top 125 Training Organization by Training magazine for six years in a row (2007 through 2013). NATI is also ISO 9001:2008 registered.

G4S officers' extensive training from our world class NATI means you will benefit by:

- Increased productivity from your people feeling safe & secure
- Rapid & appropriate security responses to whatever threat arises
- Proof of officers' competencies with verified & validated training
- Highly skilled protection of your people, business, assets & reputation

Our officers will receive comprehensive training at the beginning of employment and throughout their career from G4S':

- Training Curriculum
- Delivery of Training
- Documentation & Reporting





TRAINING CURRICULUM (LEVEL I OFFICER)

Component	Hours	Description
Pre-Assignment (Classroom instruction from certified instructors)	8 hours	Learning Programs (LP) in: <ul style="list-style-type: none"> ■ LP-1 (Basic Duties) ■ LP-22 (Field Notes) ■ LP-7 (Basic Report Writing) ■ LP-6 (Patrol) ■ LP-25 (Fire and Life Safety) ■ Sexual Harassment (video) ■ LP-3 (Legal Authority) ■ LP-5 (Search & Seizure) ■ LP-72 (Effective Assertion) ■ LP-53 (Violence in the Workplace)
Pre-Assignment – Self-Study	8 hours	<ul style="list-style-type: none"> ■ Safety Manual & test ■ Security Officer Handbook & test ■ LP-63 or EP-1 (Serving the Security Customer)
On-the-Job Training (OJT)	8 hours	<ul style="list-style-type: none"> ■ Held on post, application of classroom-taught lessons ■ Learning site-specific security per post orders ■ Supported by our Focus on Security quarterly publications
Self-Study On Post	16 hours	<ul style="list-style-type: none"> ■ Advanced Report Writing ■ Professional communications ■ Terrorism awareness & response
First Aid/CPR/AED Certification	8 hours	<ul style="list-style-type: none"> ■ If required by contract terms ■ American Heart Association certified training



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TRAINING CURRICULUM (LEVEL II OFFICER)

Component	Hours	Description
Pre-Assignment (Classroom instruction from certified instructors)	40 hours	33 learning programs in the following categories: <ul style="list-style-type: none"> ■ Introduction to General Security ■ Basic Preparedness ■ Life Safety ■ Legalities ■ Professional Communications ■ Physical Security ■ Interpersonal Relations ■ Course Administration
On-the-Job Training (OJT)	16 hours	<ul style="list-style-type: none"> ■ Held on post, application of classroom-taught lessons ■ Learning site-specific security per post orders ■ Supported by our <i>Focus on Security</i> training publications
Annual In-Service Training	8 hours	<ul style="list-style-type: none"> ■ Refresher training of site-specific security per post orders ■ Critical topics from G4S North America Training Institute's library
First Aid/CPR/AED Certification	8 hours	<ul style="list-style-type: none"> ■ If required by contract terms ■ American Heart Association certified training



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TRAINING CURRICULUM (LEVEL III OFFICER)

Component	Hours	Description
Pre-Assignment	40 hours	33 learning programs in the following categories: <ul style="list-style-type: none"> ■ Introduction to General Security ■ Basic Preparedness ■ Life Safety ■ Legalities ■ Professional Communications ■ Physical Security ■ Interpersonal Relations ■ Course Administration
On-the-Job Training (OJT)	16 hours	<ul style="list-style-type: none"> ■ On post, application of classroom-taught lessons ■ Learning site-specific security per post orders ■ Supported by our <i>Focus on Security</i> training publications
Annual In-Service Training	16 hours	<ul style="list-style-type: none"> ■ Refresher training of site-specific security per post orders ■ Critical topics from G4S North America Training Institute's library
Weapons Training	(varies)	<ul style="list-style-type: none"> ■ Applicable association by State with: ■ Federal weapons training, or ■ NRA Course of Fire & State Licensing
First Aid/CPR/AED Certification	8 hours	<ul style="list-style-type: none"> ■ As required by contract terms ■ American Heart Association certified training



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DELIVERY OF TRAINING

G4S ensures its award winning training is delivered effectively through multiple channels, which include:

- Individual Training Coach — Field Training Officers (FTO)

Field Training Officers (FTOs) will coach, guide and train officers in their new responsibilities at your locations for a minimum of 90 days.

FTOs will introduce newly assigned officers to the required personnel, procedures, policies, as well as perform the formal and informal training, for the day-to-day duties required at specific posts.

At the end of the 90-day probationary period, the FTO assists the G4S supervisor in developing the new officer's performance evaluation.

FTOs are selected because of their exceptional attitude, knowledge, experience, professional appearance along with recommendations from their immediate supervisor and customer.

- Self-Study Online — LMS (Learning Management System)

Through our easy to use Learning Management System (LMS), your G4S officers have access to hundreds of self-service online training programs. LMS is managed by the G4S North American Training Institute Corporate University (<http://myg4straining.com>) and is updated and enhanced continuously.





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An enrollment system tracks training completion, test scores, course progression, and ensures prerequisites and authorizations are complete where appropriate. Online reports document and track by individual, location, account and geographic area. After each successful course, students receive a certificate of completion and their training records update automatically.

- Self-Study Offline — Courseware

G4S' NATI has developed numerous courses for offline self-study. The University of Maryland and the American Council on Education accredit a number of them for continuing education, college credits. All courses include workbooks, recommended or required completion timelines, and tests, and many include videotapes and/or DVDs. Completed coursework is submitted to NATI where it is graded, documented, and forwarded to the appropriate institution for college credit. Two examples are the:

- Supervisor Leadership Training Program (80 Hours)
- Project Manager Employment Law Training Program (30 Hours)

DOCUMENTATION & REPORTING

All completion of G4S training is documented and available upon request; much of it is available for review online through your secure G4S web portal. Training compliance is reported during our scheduled review meetings with your representatives.



Securing Your World

4. Describe the security services and the components of security service your firm proposes to provide to the City. Include the following:

4.1 Overall security scope of work tasks which detail the use of personnel to diffuse potential situations

All G4S officers share a common trait of being a protector or having a protective nature. Each officer brings a unique life example of a time when they have “taken a stand” to detect, deter, and or defend. While these actions may not have been part of their “job description”, they still answered the call to serve in a protective nature while adhering to the laws, rules and regulations that were applicable to the situation. In conjunction with exceptional certified training, focused management, latest technology and their natural traits to protect others, assets, and reputations, your G4S officers will serve as highly visible, professional deterrents. G4S officers are specifically trained in crisis intervention. They will use skills developed from past security related occupations and live scenario classroom training to detect and evaluate potential situations, determine the correct response and take action to the best of their ability and within the guidelines of the post orders to deter, de-escalate, or notify Law Enforcement and contain the situation until relieved by the proper authority. Each G4S officer understands the need to treat everyone they encounter with dignity and respect. In so doing they will often defuse a potential tense situation resulting in a positive reflection on the City of Santa Fe. The adherence and review of mutually defined post orders covering static post, internal and external facility inspection and walking patrols, greeting visitors, bag inspection, etc. will serve as the benchmark for G4S security officer and G4S management performance.

The specific “Scope of Services” (pages 15 to the middle of 17) set forth in the RFP for each location are standard operations for G4S security officers. The execution of these services, along with the abilities listed in the narrative above, will provide the greatest potential for optimal results and conclusions to situations that may be faced by the security officers servicing this contract.



Securing Your World

4.2 Schedule hours and days of service delivery and the ability to meet the City's proposed time frame

- Proposed staffing by site and assignment of work within your firm's work team

Please see the following Work Schedules for each location.



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4.3 THE USE OF TECHNOLOGY AND SECURITY EQUIPMENT

ONGOING COMMUNICATION & INSTANT NOTIFICATION

Secure Trax® is a core element of our security officer program designed to ensure compliance and deliver superior performance. G4S security officers will communicate, report observations, perform inspections and log incidents immediately utilizing the check-in / check-out, break management, guard tour and GPS tracking features. Deployed on a smart phone, Secure Trax allows our security officers to capture and report information in real-time while also providing the ability to create customer-specific security,

safety and facility inspections that can be performed by the security officer. Secure Trax application modules can be configured to directly align and support City of Santa Fe key security and safety processes. All data gathered including GPS tracking is available real-time through G4S Insight.



ACCESS & VISIBILITY INTO SECURITY PERFORMANCE

G4S Insight is a web-based online repository of key account information and reporting tools and is an important part of our solution to City of Santa Fe. G4S Insight provides City of Santa Fe with a user-friendly interface and automatically populates data from Automated Time & Attendance, Secure Trax, Labor Scheduling System, and our enterprise PeopleSoft applications. You will be able to view reports online, download them as Adobe PDFs, or receive them by e-mail on request.



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You will be able to analyze your security KPIs by geography, business unit or one of many other categories that you define. With our flexible reporting capabilities, you can group data and format reports in many ways to meet your audience's needs.

G4S Insight provides City of Santa Fe with a customized view into your account including the following core components:

- Proof of Presence - This section provides access to City of Santa Fe account-specific Key Performance Indicator (KPI) reporting which includes: Post Coverage, Guard Tour, GPS, GeoFence Violation, and Break Management.
- Financial Management - The ability to capture City of Santa Fe budget information to support your Budget versus spend reporting to include statistical forecasting, invoice accuracy and overtime analysis reports.
- Operational Management – site and post inspections, schedules, and Daily Activity Reports (DAR). Corrective actions can be tracked and monitored via a detailed report.
- Incident Reporting - All incidents observed by G4S' security officers are electronically recorded using Secure Trax.
- Employee Engagement and Development – employee turnover, training compliance (courses required versus courses taken), and employee recognition to include the number of employees recognized and the dollar amounts of awards.



G4S security officers will communicate, report observations, perform inspections and log incidents immediately from an android smartphone using our proprietary mobile technology, Secure Trax®.

Secure Trax will allow our officers to communicate with your designated representatives using the methods you prefer, such as:

- Cell phone with controlled access
- Email
- Text messages

Using Secure Trax, officers will document observations when conducting tours and inspections, record incidents, and Secure Trax will automatically notify the right people according to your protocols via email (with photos attached) or text message. All data





Securing Your World

collected from Secure Trax is available via your secure online reporting portal. Set by access levels, you and your team will have access to histories of officers' observations, reports and locations as well as to other compliance data including check-in/check-out reports.

BENEFITS OF COMMUNICATION USING SECURE TRAX

With Secure Trax, our officers will communicate quickly and efficiently to keep you in the loop, and will document their actions and observations thoroughly. You will have easy online access to your Secure Trax data through our online reporting portal. Secure Trax benefits include:

- Confidence knowing the right people will be notified immediately
- Your risk management & legal processes supported by documented histories
- Optimal use of officers through better communications
- Ability to create customized inspections for officer
- Responsive & reliable security during & after emergencies
- Greater protection of life safety, business continuity, assets & reputation
- Safer workplaces from "near misses" captured as areas to improve

SECURE TRAX — MORE THAN COMMUNICATION

Smarter than a smartphone, Secure Trax will provide you technologies that keep you notified, safer and more secure. These advanced features are in Secure Trax at no additional cost, and include:

- GPS Geo-fence
- Automatic Incident Notification
- Exterior & Interior Patrol Tracking & Compliance
- Full Post Coverage
- Duress Alarm
- Safety Inspections, Notifications & Online Results

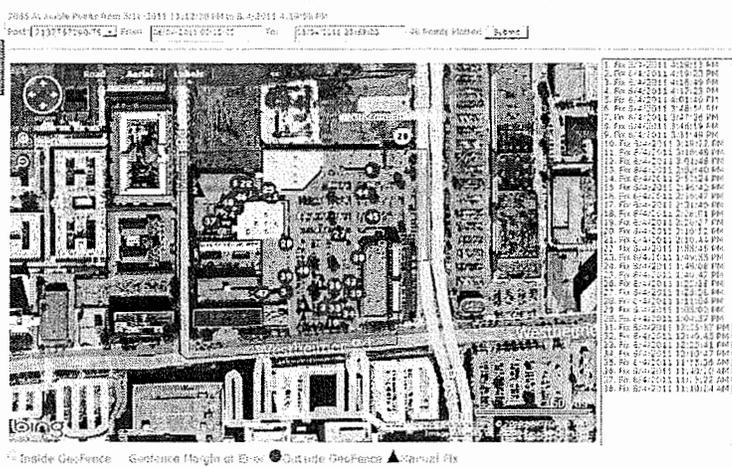
GPS GEO-FENCE

Secure Trax provides a "Geo-fence" feature, a virtual fence around your location(s), and will automatically email our supervisors and your designated recipients if the officer has gone outside the defined perimeter.



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Additionally, you will be able to track officers' locations in real time at your secure online web portal. Using satellite signals, the units' locations are plotted on a predetermined frequency, typically every five minutes.



INCIDENT NOTIFICATION

Using a customized drop down list of your site locations and specific incident types G4S officers will quickly enter incidents using Secure Trax, attach relevant images and details to the incident record.

Secure Trax automatically sends real-time notifications via e-mail or text message to the right people in your organization, you aren't dependent on the officer remembering or knowing who to notify. This works equally well for facilities maintenance to learn about a lighting issue in the parking lot as it does for security to be alerted about an incident in a building. Prior to the start of service, we will work with you to define your notification protocols and ensure critical incidents are delivered to the right functional groups in your company.

With all incident information in a single online location, Secure Trax provides:

- Real-time notifications sent by e-mail or text message
- Your notification protocols are followed to ensure the right people are notified promptly
- Relevant images & details attached to incident records
- G4S officers quickly and easily enter complete incident data at the location from their android phone.

EXTERIOR & INTERIOR PATROL TRACKING & COMPLIANCE

With your input, interior patrol will be developed to ensure all desired areas are patrolled according to your schedule and frequency. G4S officers will scan NFC (near field communication) tags or bar codes during their interior patrols using Secure Trax. These location results will be online immediately and provide you the documentation that interior patrols were completed on schedule as contracted. In addition to compliance functionality, each scan can



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prompt the officer with a series of questions to respond to or customized inspection adding true value to each patrol.

If a scheduled patrol location fails to be scanned within its designated timeframe, G4S supervisors are notified by email and follow established protocols for corrective actions.



By monitoring patrols within your perimeter, we will help you have:

- Fewer accidents
- More on-site patrols with more preventive observations
- Fewer officer distractions
- Lower liability & insurance costs
- Searchable record of patrol activities

Online tracking will provide reports for analyzing tour compliance. This data will provide greater insights into making your location(s) safer and more secure.

FULL POST COVERAGE & POST INSPECTION REPORTING

G4S will ensure post coverage at your location(s) through Secure Trax' automated officer check-in/check-out function. Secure Trax immediately reports online the presence of G4S officers on post at the scheduled time via GPS coordinates for exterior posts, or by officers scanning barcodes at interior posts.

With Secure Trax, open posts automatically generate an email or text alert to G4S supervisors, who will then perform corrective actions to ensure all posts are filled.

Additionally, Secure Trax will provide online reports detailing and summarizing post inspections of officers, supervisors, and vehicles. Our online reports present data graphically for easy interpretation and include:

The screenshot displays two overlapping windows from the Secure Trax software. The top window, titled 'Post Compliance', shows a summary table with columns for 'State', 'City', and 'Year'. The bottom window, titled 'Post Compliance Detail', shows a detailed table with columns for 'Post', 'Officer', 'Check In', 'Check Out', and 'Status'. The data in the detail window is partially obscured by the top window.



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- Planned Post Inspections vs. Actual
- Post Inspections by Month & Year
- Percentage of Post Inspections Compliance Stats
- Detail by Site, Post, Shift & Date of Inspection

DURESS ALARM

G4S officers will have the ability to request immediate assistance in distress situations by depressing a Secure Trax silent button.

The duress alarm will automatically send an email and text alert to G4S supervision and our 24/7 Communications Center. Both resources will follow established protocols for responding to duress alarms.

SAFETY INSPECTIONS, NOTIFICATIONS & ONLINE RESULTS

When G4S officers observe a potential safety incident, or an incident occurs, they will notify you immediately through Secure Trax via the application, phone, text or email message.

We will define notification and escalation protocols with your representatives prior to service start. These protocols ensure the right people within your company and ours are notified immediately and are kept informed. Online documentation of each safety notification is available in real time.

Using Secure Trax, G4S officers will perform safety inspections per the contract specifications. Results of safety inspections will be available online at the completion of each inspection and can include photos.

TECHNOLOGY SOLUTION

G4S will provide you key services and critical information in real-time through our online services and web sites. Through our extensive use of technology, we provide quality services in the most efficient manner possible, as seen in the following:

Item	Description
Online Career Center	<ul style="list-style-type: none"> ▪ Online community and resource for job seekers providing a web-based resume tool, forums, groups, and networking opportunities ▪ Includes an Applicant Tracking System that uses artificial intelligence and semantics matching to align candidates with the right G4S job opportunities
G4S Customer Portal	<ul style="list-style-type: none"> ▪ Secure web portal to access reporting on your Key Performance Indicators (KPIs) ▪ Single online resource provides user-friendly interface and automatically populates data from Secure Trax®, Labor Scheduling System, & Time & Attendance



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Item	Description
Key Performance Indicators (KPIs)	<ul style="list-style-type: none"> ■ Essential data available real-time for monitoring and assessing security performance ■ Analyze your security KPIs by geography, business unit, etc. ■ G4S standard KPIs include: Incidents, Post Compliance, Post Inspection Compliance, Operational Performance/Turnover, Invoicing/Billing
Secure Trax®	<ul style="list-style-type: none"> ■ Android smartphone using our proprietary mobile technology for real-time incident reporting, communication & accountability ■ Replaces cell phone, two-way radio & guard tour system ■ Features: GPS tracking, Geo Fence, Random Verification, Incident Notification, Guard Tour, Security Officer Check-In/Check-out, Panic Button, Safety Inspections
Automated Time & Attendance	<ul style="list-style-type: none"> ■ Monitor and track officers' arrivals and departures from your security posts in real-time ■ Officers can sign in and out of their assigned shift using Secure Trax, web-based application, telephone or Bio Metrics ■ Automatic notifications for missed check-in are sent to G4S supervisors and G4S Communications Center for immediate resolution ■ Billing, Payroll & Labor Scheduling System automatically updated
Labor Scheduling System	<ul style="list-style-type: none"> ■ Online system automates scheduling & captures operational requirements ■ Ensures only security officers with correct training, certification & experience staffed ■ Data automatically populates payroll & billing for accuracy & timeliness
Learning Management System	<ul style="list-style-type: none"> ■ Provides officers access to hundreds of self-service online training programs managed & updated by G4S North American Training Institute Corporate University ■ An enrollment system tracks training completion, test scores, course progression, and ensures prerequisites and authorizations are complete where appropriate. ■ Online reports document and track by individual, location, account and geographic area.

4.4 PROPOSED RESPONSE TIME FOR REQUESTS FOR SECURITY SERVICES

1. Immediate request (EMERGENCY/ NO ADVANCE NOTICE) G4S will require between 1.5 to 3 hours to meet the request with the required number of qualified officers. The response time is based on the following data: available officers in the Santa Fe area and/ or Albuquerque, number of officers required, travel time to the specific site (Albuquerque Flex Force).
2. Advanced notice- 4 hours or more of advance notice will allow G4S to pull officers from the Flex Force to meet increased need for security services.



4.5 Proposed performance standards that are being pledged if awarded a contract.

1. Humans are not perfect 100% of the time and as such will make mistakes. G4S officers and management pledge to strive and work for excellence in the execution of responsibilities of this contract. Mistakes are not planned or scheduled. G4S pledges, that when performance does not meet the contracted expectation or standard, to address the issue and respond with a course of action that will provide an appropriate and timely remedy to the specific issue. G4S pledges to review the events that lead to the issue, develop and implement orders and or policies in order to mitigate the recurrence of the specific issue. G4S pledges to make every effort to not make the same mistake twice.
2. G4S Pledges to utilize the following proven resources listed on the following pages to ensure a high standard of performance, as well as, satisfactory execution of the security services contract: Transition Plan, Account Management, Operating Plan and Quality Assurance Plan.

TRANSITION PLAN

G4S will begin your enhanced security by transitioning service from your incumbent supplier using our formalized transition program. Beginning four weeks before the start of service, and continuing 30-days afterwards, our transition visibility, experience and execution will ensure you:

- Feel confident of a smooth & seamless startup with G4S
- Avoid interruptions or inconvenience to your business or its operations
- Are free to focus on your tasks rather than worry about the service handoff
- Are kept in the loop through our online & in-person transition reporting

If your situation needs an earlier start date, we will revise our schedule accordingly. Components of the G4S' Transition Program include:

THE RIGHT ROLES & EXPERIENCE — TRANSITION TEAM

G4S' transition team for your locations has formalized roles with specific transition tasks and responsibilities. Our team works promptly and professionally to ensure your business is



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uninterrupted during the transition. Transition roles are by functional area and staffed with experienced individuals. Roles include:

- Operations — Site evaluation, Post Orders, scheduling, communication
- Purchasing — Equipment & uniforms ordering & delivery
- Technology — Secure Trax® officer training & web portal setup
- Account Management —Finalize contract, setup billing & reporting protocols
- Human Resources — Transitioning incumbent & hiring new officers, orientation & payroll setup
- Training — Determine needs, schedule resources & setup compliance reporting

Team members will meet with your representatives to fulfill the required tasks as scheduled in G4S's Transition Plan.

FULLY MAPPED PROCESS — TRANSITION PLAN

G4S' Transition Plan starts preparations four weeks prior to service, intensifies during the first week of service, and continues for 30-days afterward ensuring you are satisfied with our performance and we are 100% contract compliant.

TASK	WEEKS BEFORE START				SERVICE STARTS
	4	3	2	1	
Contract award	█				
Meeting of start-up team	█				
Start-up team meets with client	█				
Recruit new and/or incumbent personnel & transfer of applicable experienced officers	█	█	█	█	
Interview personnel		█	█	█	█
Conduct background investigations		█	█	█	█
Offers of employment		█	█	█	
Conduct surveys		█	█	█	
Review/Write post orders		█	█	█	
Order uniforms/equipment			█	█	
Train supervisors (as necessary)			█	█	
Create contract masters				█	
Issue uniforms/equipment				█	



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TASK	WEEKS BEFORE START				SERVICE STARTS
	4	3	2	1	
Classroom training				█	
Create master schedules/assign personnel				█	
Place equipment/forms on posts				█	
On-the-job training					█
Contract commences					█
Contract compliance/quality control	█	█	█	█	█

The following is a description of our transition plan that identifies key activities and when they occur:

FOUR WEEKS PRIOR TO START

- a. Contract is finalized & G4S Transition Team forms
- b. Our transition team meets your representatives several times before service starts
- c. Recruit Personnel (Incumbent & New Officers)

G4S will offer 100% of the officers you wish to retain the opportunity to complete our hiring process. The incumbents who successfully pass all our background investigations and screenings will receive G4S employment at your locations or assigned to our other sites as applicable.

To fill remaining positions at your locations, we will recruit new officers using our award winning, G4S Career Center, an online community and resource for job seekers. Its high online visibility draws a tremendous pool of applicants as seen in the more than 1,500,000 Page Views per month.

In addition to G4S Career Center, we will recruit using traditional methods, such as our Military Recruitment Program, newspaper ads, state employment services, employee referrals, local police and sheriff's departments, and federal law enforcement organizations.





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THREE WEEKS PRIOR TO START

1) Interview Candidates

Our transition team will interview all officer candidates to clarify their application information, elaborate where needed, and ensure all forms are completed and signed. G4S is an Equal Opportunity Employer pledged not to discriminate in employment on the basis of race, religion, color, sex, age, national origin, disability, veteran status, ancestry, medical condition, marital status or other factors protected by applicable law.

2) Conduct Background Investigations

Our HR team member will ensure we have signed and witnessed releases before beginning background investigations. G4S conducts comprehensive pre-employment screening on all applicants prior to offers of employment.

3) Offers of Employment

G4S will offer employment only to those candidates who have successfully passed all steps of our hiring process, and that meet your qualifications. Our HR team member will notify the successful candidates and continue with the G4S new hire process.

4) Conduct Surveys

Our Operations team member will conduct a physical security survey of your locations under contract. We will seek to identify security vulnerabilities and recommend corrective actions. The survey will contain information about your locations and surrounding areas, to include:

- Type, number & construction of structures & parking areas
- Rough diagrams of your locations
- Physical security coverage & post orders
- Lighting & fencing
- Access controls & key controls

Based on this survey, we will provide specific recommendations to improve your security program, which may include a change in officer hours, schedules, lighting, cameras, access measures, etc.



5) Review/Write Post Orders

Based on your security plan and findings from our survey, we will create Post Orders for each post based at your locations. Post Orders are created for general, specific and emergency orders, and will be maintained at your locations and online in your secure G4S web portal.

G4S supervisors will use Post Orders to train officers at their assigned posts.. Post orders will be the basis for post inspections carried out by G4S supervision and management.

TWO WEEKS PRIOR TO START

1) Order Uniforms/Equipment

G4S will order uniforms, equipment and supplies using our online order system. Our technology orders direct from the G4S warehouse and pre-approved vendors to expedite delivery, ensure accuracy and reduce costs through purchase volume discounts.

Our Operations team member will order all materials to ensure time for delivery and uniform alterations if needed.

2) Train Supervisors

We will train supervisor candidates for your locations drawing from incumbent supervisors or officers who have successfully passed our hiring process, or other G4S candidates. Our training team member will provide instruction in:

- Motivation & success techniques
- Interpersonal communication
- Conflict management
- Team building & instruction techniques
- Time organization & management
- Achieving quality
- Structured & unstructured communication

ONE WEEK PRIOR TO START

1) Create Master Schedules

We will create an *Installation Schedule* for staffing at your locations to cover post hours, number of officers at each post, and skills needed. The schedule is entered into the G4S



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Labor Scheduling System and includes pay and billing information. We prepare the schedule as far in advance as practical to give officers early notice of their work schedule and days off.

2) Issue Uniforms/Equipment

We will issue uniforms and equipment, documenting the number of issue, item, date of issue, employee's signature and initials, and witness signatures in the *G4S Uniform and Accessories Record*. Officers will receive training in proper uniform wear and care during their initial orientation.

3) Classroom Training

Our training team member will implement the training program and plan as designed by the G4S North America Training Institute (NATI). Training material will be consistent with the knowledge, skills and abilities necessary to perform their general responsibilities, and are presented in a variety of languages as well as self-study student workbooks.

4) Assign Personnel to Schedules

In every case possible, officers will be assigned to schedules that are suited to their personal background, personality, appearance, and desires, thereby contributing to a higher level of personal performance. Officers will not exchange scheduled shifts or days off without first obtaining approval from their G4S supervisor.

5) Place Equipment/Forms on Post

The first officer assigned to the post will deliver, tag, and sort equipment, forms and supplies on the day service starts. The officer will use them as Post Orders dictate, and pass them on to the relieving officer.

THE WEEK SERVICE STARTS

1) On-The-Job Training

We will conduct on-the-job training with officers new to your location and for any incumbent officers changing positions. Our training team member, G4S supervisor or incumbent officer familiar with the post and its responsibilities will perform training.



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2) Contract Commences

G4S management will be present during the first week of service to facilitate any questions your representatives may have, as well as to handle any contingencies that may arise.

Going forward, G4S management will continue to make regular site visitations to observe our operations, follow up with any request or issues, and communicate status to your representatives. They are available by cell and email in addition to these scheduled site visits.



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ACCOUNT MANAGEMENT

In addition to the resources and management provided by G4S' regional and local offices, you will also receive the support of G4S' Security Services Division located at our U.S. headquarters in Jupiter, Florida. Corporate headquarters develops standardized policies and procedures that are formalized in the company manuals that dictate overall operations for the organization. Some of the resources available to support your account include:

- G4S North America Training Institute
- Strategic Accounts Group
- Experienced Transition Teams
- Systems Integration
- Safety & Risk Management
- Compliance & Investigations Services
- Security Best Practices
- Short-term, Emergency & Disaster Services

REGIONAL OPERATIONS

The regional management team is responsible for the supervision of area office operations in their region and the dissemination of corporate policies and procedures throughout all levels of the organization.

AREA OFFICE OPERATIONS

The general manager at each local area office is ultimately responsible for the delivery and management of all security services within their geographic boundary. Every local area office is vigilant in its ability to respond to our customers' needs, so each is therefore equipped to operate 24 hours a day, seven days a week. Corporate policy has standardized certain procedures in order to provide controls that ensure consistent and quality service throughout the organization.

Procedure	Corporate Policy
Recruitment	<ul style="list-style-type: none"> ■ Online Career Center & Applicant Tracking System ■ Full-time Dedicated Military Recruitment Personnel ■ Value of Qualified Incumbent Personnel ■ Equal Opportunity, Affirmative Action Employer
Screening	<ul style="list-style-type: none"> ■ Basic Qualifications Outlined ■ Standardized Employment Application & Interview Process ■ Pre-employment Screening Conducted In-house
Hiring	<ul style="list-style-type: none"> ■ Formalized New Hire Orientation ■ Standardized Hiring Packet
Training	<ul style="list-style-type: none"> ■ Minimum Training Specifications Outlined by ISO-registered Training Institute ■ Established Relationship with Institutions of Higher Learning



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Procedure	Corporate Policy
Uniforms	<ul style="list-style-type: none"> ▪ Company-provided Uniforms & Foul Weather Gear ▪ Security Officer Handbook Outlines Rules for Professional Image/Appearance
Administrative Functions	<ul style="list-style-type: none"> ▪ Standardized Payroll & Billing ▪ Human Resources Management System ▪ Labor Scheduling System

G4S' local area supervisors set the standard for customer support as thoroughly trained and experienced security leaders. They regularly monitor, evaluate and support our security officers so that each may provide what it takes to deliver complete customer satisfaction. Area supervisors are responsible for:

- *Conducting random announced and unannounced post inspections*
- *Corrective action plans*
- *Assisting with selecting, training, and evaluating officers*
- *Reviewing the security program on a continual basis*
- *Assisting with special requests, problems, emergencies, extra staffing requirements, etc.*
- *Maintaining schedules and 24-hour efficiency*

TRUE QUALITY ASSURANCE

G4S' Quality Assurance Program verifies service performance and provides the means for improvement.

Our documented program creates more efficient and effective operations, increasing productivity and customer satisfaction.

Major components of our program include:

- ISO 9001:2008 certified in HR, Training, Strategic Accounts, and Justice Services
- Six Sigma experience supporting clients, Strategic Accounts Group staff hold Green Belt certifications
- Performance Reporting via online customized web portal
- Automated Time & Attendance technology via Secure Trax® platform
- Labor Scheduling System—data automatically into billing & payroll
- Standard Operating Procedures (SOPs) & Accurate Post Orders
- Rigorous Control Practices via Human Resources (HR) System—training & licensing tracked
- Internal Compliance Measures via audits, employee evaluations & Balanced Scorecard

True quality assurance through ISO 9001:2008 Certification & Six Sigma Experience



Securing Your World

OPERATING PLAN

G4S' Operating Plan makes certain high quality security services are delivered consistently and reliably to your site. Before the first day of service and continuing through every hour of every day, our plan provides guidance to all operational aspects of your security program. Key components of our plan include:

- Physical Security Survey
- Actionable Post Orders
- Operational Reporting
- Cross-Training & Flex Force for Non-Routine Needs
- Employee Satisfaction
- Security Officer Surveys for Perception, Satisfaction & Productivity

PHYSICAL SECURITY SURVEY

After contract award G4S will perform a survey of physical security at your locations to identify vulnerabilities and formulate solutions to improve protection and mitigate risk. The report and its findings will provide a baseline for G4S improvement efforts going forward. G4S' physical security survey will collect the following information about your locations:

- Buildings, parking areas & other physical structures
- Rough diagram of your locations
- Physical security coverage
- Post Orders
- Lighting & fencing
- Access & key control



Securing Your World

Our Operations Manager, assisted by our Site Supervisor or Project Manager, will conduct the survey and develop specific recommendations for improving your security program.

Recommendations may include:

- Reduction in coverage or more effective shift scheduling
- Technology solutions to increase protection & reduce cost
- Assumption of non-security duties by G4S security officers
- Additional training required for officers assigned to your locations
- More effective lighting &/or surveillance equipment
- More secure access measures
- More effective post & patrol procedures

ACTIONABLE POST ORDERS

During the transition period, G4S will review and update your existing Post Orders that will be mutually agreed upon. Post Orders are created for general, specific and emergency orders, and will be maintained at your locations and online in your secure G4S web portal. This means all Security Officers have clearly worded written instructions for each assignment. Post Orders contain:

- Responsibilities
- Policies
- Procedures
- Standards
- G4S supervisors will use Post Orders to train officers at their assigned posts. Post Orders will be the basis for post inspections carried out by G4S supervision and management.



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OPERATIONAL REPORTING

Basic security operational information is captured using the following tools:

Feature	Description
Security Officer Report	<ul style="list-style-type: none"> ■ Each Security Officer records activities daily in this form ■ Submitted to supervisor at the end of each shift ■ Reports available for review upon request
Incident Report	<ul style="list-style-type: none"> ■ Unusual incidents recorded on this report ■ Supervisor review for appropriate action to be taken ■ Real-time incident available via Secure Trax®
Supervisor Inspection Report	<ul style="list-style-type: none"> ■ Used by off-site (area/roving) supervisors for facility inspections ■ Ensures proper security procedures are in place & carried out ■ Reports available for review upon request
Automated Time & Attendance	<ul style="list-style-type: none"> ■ Used by Security Officers to record shift start & end times ■ Information automatically generates payroll & invoicing
Client Contact Form	<ul style="list-style-type: none"> ■ Used by supervisor to record client interaction ■ Includes time & date of contact, topics discussed & follow-up actions, as necessary

EMPLOYEE COMMUNICATIONS

G4S shares information with our Security Officers in many ways. We keep Security Officers in the loop so they realize their efforts contribute to your protection and a world class security organization. These communications include:

- Ongoing Communications (supervisor to employee dialogue)
- Security Officer & Safety Manuals
- *Focus on Security* (quarterly training publications)
- *G4S News* (employee magazine)
- G4S website (www.g4s.com/us)
- Scheduled meetings
- Payroll Stub attachments & payroll stuffers
- Posters





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OFFICER SURVEYS FOR PERCEPTION, SATISFACTION & PRODUCTIVITY

G4S surveys our Security Officers to assess how they feel they're meeting client requirements. Additionally, we survey to evaluate our Security Officers' perception of the quality of our training programs. These formal surveys contribute valuable information to our continuous quality improvement efforts. From this insight, programs and procedures have been revised that have increased Security Officer productivity and security performance.

QUALITY ASSURANCE PROGRAM

G4S' Quality Assurance Program verifies service performance and provides the means for improvement. Our documented program creates more efficient and effective operations, increasing productivity and customer satisfaction.

ISO 9001:2008 CERTIFICATION

ISO registration provides an objective third-party quality assurance of our policies, procedures, and operations, with ISO registration achieved in these key organizational areas:

- Human Resources
- G4S North America Training Institute
- Strategic Accounts Group
- Justice Services

Item	Description
Online Reporting: Customized Web Portal	<ul style="list-style-type: none"> ■ Quality & service data available on-line in customized, secure web portal ■ Data updated real time, consolidated into single interface ■ System security restricts access to authorized users only
Incident Tracking & Reporting	<ul style="list-style-type: none"> ■ Comprehensive data in secured Internet connection ■ Real-time reporting via Secure Trax® hand-held to secure web portal
Key Performance Indicators	<p>Core KPIs customized to your needs, including:</p> <ul style="list-style-type: none"> ■ Customer satisfaction



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	<ul style="list-style-type: none"> ■ Turnover ■ Security spend & overtime charges ■ OSHA statistics ■ Post inspections & site visits
Customer Satisfaction: Online Surveys	<ul style="list-style-type: none"> ■ Web-based satisfaction survey rates service aspects ■ Results drive written corrective action plans ■ Reported in KPIs during Business Review Meetings ■ Available in real time via your custom web portal
Business Review Meetings	<p>Formal meetings quarterly, twice per year, or annually, covering:</p> <ul style="list-style-type: none"> ■ KPIs & service trends ■ Positive & negative performance ■ Improvement initiatives & challenges ■ Overall security effectiveness

PERFORMANCE REPORTING

We provide clear performance information in a timely manner to assure your service quality, contract compliance, and continual improvement, as seen in:

TECHNOLOGY FOR BETTER DATA & DECISIONS

Good decisions are made with timely, accurate data. G4S uses leading technology to automate operational data for improved performance and reporting.

Automated Time & Attendance	Labor Scheduling System
<ul style="list-style-type: none"> ■ Ensures staffing of "cold starts" ■ Security Officers use Secure Trax® or dial toll-free number at start & end of shift ■ Labor Scheduling System automatically updated ■ Late Security Officer check-in, Supervisor notified & coverage arranged 	<ul style="list-style-type: none"> ■ Fully integrated with billing & payroll systems ■ Invoices are accurate & timely ■ Security Officers paid correctly & on time ■ Ensures positions staffed at correct training, certification & experience levels

RELIABILITY VIA SOPS & ACCURATE POST ORDERS

Standard operating procedures (SOPs) and accurate Post Orders contribute to our service reliability. G4S' best practices for payroll, billing and administrative procedures are online, supporting consistent operations.



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Your Post Orders are made current and posted online within your secure web portal. With accurate and easily accessible Post Orders our Security Officers, supervision and management, and your

Area	Description
New Hire Screening	<ul style="list-style-type: none"> ■ Background investigations performed by G4S Compliance & Investigations ■ Accessible by HR department for greater control over selections ■ HR System prevents hiring & assignment without screening report
Training	<ul style="list-style-type: none"> ■ Training documented in detail within HR System ■ Mandated & account-specific training completed prior to assignment
Certifications and Licensing	<ul style="list-style-type: none"> ■ Tracks Security Officer certifications & licensing ■ Automatically alerts local management to upcoming expirations ■ Supervision schedules renewals prior to expiration ■ Ensures legal & contract compliance

representatives, are all working from the same, correct page.

QUALITY SECURITY OFFICERS FROM RIGOROUS CONTROL PRACTICES

Our Human Resources (HR) System delivers the best quality Security Officers: from hiring to training to certification and licensing compliance. These systems include:

INTERNAL COMPLIANCE MEASURES

Ongoing compliance measures, as part of our Quality Assurance Program, provide the operational oversight for us to deliver the security your promised.

- Area supervision monitors & evaluates Security Officers through announced & unannounced site inspections
- Internal audits by our independent audit unit ensure compliance with operational requirements & local/state/federal laws and regulations
- Employee evaluations monitor & evaluate Security Officer performance to encourage a positive, productive, client-service attitude
- Balanced Scorecard, a set of measurable criteria, measures G4S office performance & compliance



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CLIENT REFERENCES

Our expertise is proven and our promises are kept. Please contact our references to verify our performance. Additional references are available upon request.

NM Bureau of Reclamation

Contact:Michelle Kessinger, Contract Specialist
Phone:505-462-3655
Email: mkessinger@usbr.gov
Address:.....555 Broadway Blvd NE STE 100, Albuquerque, NM 87102
Description:.....Controlled access and Armed Post
Serving Since: Contract Start Year 2005- Contract value \$ 74,245.60

City of El Paso Police Department

Contact:Gregory K. Allen, Chief of Police
Phone:915-564-7302
Email:alleng@elpasotexas.gov
Address:.....300 N. Campbell St. EL Paso, TX 79901
Description:.....Prisoner Transport and holding
Serving Since:....2012- Annual Contract value- \$1,380,256.80

Dona Ana County

Contact:Ron Burick
Phone:575-525-5818
Email:ronaldb@donaanacounty.org
Address:.....845 N. Motel Blvd. Suite 2-130, Las Cruces, NM 88007
Description:.....Dona Ana Government Building, Court, Prisoner watch, Airport
Serving Since:....2013- Annual Contract Value \$ 320,145.28



Securing Your World

Institute of American Indian Art

Contact:James Mason, Facilities Manager

Phone:505-424-2326

Email:jmason@iaia.edu

Address:.....83 Avan Nu Po Road, Santa Fe, NM 87508

Description:.....Provide Security for the School, Museums and Resident housing.

Serving Since: Contract Start Year 2012- Annual Contract value \$ 177,390.72

Bureau of Indian Affairs

Contact:Deane Moss, Sr. Real Estate Manager

Phone: 505 8374916

Email:deane.moss@cbre.com

Address:.....CBRE Centre6100 Uptown NE Suite 300Albuquerque, New Mexico 87110

Description:.....Provide security and controlled access for the 2 BIA buildings.

Serving Since:....Contract Start Year 2008 – Annual Contract value \$ 187,441.28



City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC, 1987

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

Official Document
Please Post

Business Name: **G4S SECURE SOLUTIONS USA INC**

Location: **SF COUNTY**

Class: **ARMED SECURITY AGENCIES**

Comment: **PSA**

Control Number: 0067128

License Number: 15-00134547

Issue Date September 22, 2015

Expiration Date December 31, 2015

G4S SECURE SOLUTIONS USA INC
4308 CARLISLE BLVD NE STE 101

ALBUQUERQUE NM 87107

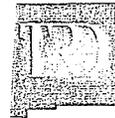
THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

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



STATE OF NEW MEXICO
Taxation and Revenue Department

Audit & Compliance Division
Albuquerque District



New Mexico
Taxation and Revenue Department

Susana Martinez
Governor

Demesia Padilla, CPA
Secretary Designate

G4S SECURE SOLUTIONS USA INC.
4308 CARLISLE BLVD NE STE 101
ALBUQUERQUE, NM 87107-4849

February 8, 2011
CRS: 01-866000-00-2
Letter ID: L1842922048

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 17-Aug-1978	IDENTIFICATION NUMBER 01-866000-00-2	Business Start Date 05-Jun-1978
Business Location 4308 CARLISLE BLVD NE STE 101	Business End Date	
City and State ALBUQUERQUE, NM	Zip Code 87107-4849	
Taxpayer Name G4S SECURE SOLUTIONS USA INC.	Taxpayer Type CORPORATION	
Firm Name G4S SECURE SOLUTIONS USA INC.	Filing Frequency MONTHLY	
Mailing Address 4308 CARLISLE BLVD NE STE 101		
City and State ALBUQUERQUE, NM	Zip Code 87107-4849	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Deputy Division Director

By *David M. Ferga*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

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Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v14

State of New Mexico

Private Investigations Advisory Board

PO Box 25101 Santa Fe, NM 87505 (505) 476-4622
This is to certify that

G4S Secure Solutions (USA) Inc. # 1750

Having complied with the provisions of the New Mexico Private Investigations
Advisory Board is hereby granted a license to practice as a

Trade PPO

Issue Date: 09/27/2001 Date Expires: 09/30/2015

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS



State of New Mexico



Private Investigations Advisory Board

PO Box 25101

Santa Fe, NM 87505

(505) 476-4622

This is to certify that

G4S Secure Solutions (USA) Inc. #1752

Having complied with the provisions of the New Mexico Private Investigations Advisory Board is hereby granted a license to practice as a

Trade Investigator

Issue Date: 09/21/2001 Date Expires: 09/30/2015

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe City Councilors and Mayor, Santa Fe County Commissioners

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
 Relation to Prospective Contractor: _____
 Name of Applicable Public Official: _____
 Date Contribution(s) Made: _____
 Amount(s) of Contribution(s): _____
 Nature of Contribution(s): _____
 Purpose of Contribution(s): _____

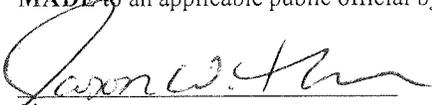
(Attach extra pages if necessary)

 Signature Date

 Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.


 Signature

9/28/2015
 Date

Manager Business Development



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LA FARGE LIBRARY:
HOURLY RATE: \$17.62
TOTAL FOR 2,736 REGULAR HOURS: \$48,208.32

MAIN LIBRARY:
HOURLY RATE: \$17.62
TOTAL FOR 3,042 REGULAR HOURS: \$53,600.04

MOBILE PATROL:
HOURLY RATE FOR 2,736 REGULAR HOURS: \$19.40
HOURLY RATE FOR 80 HOLIDAY HOURS: \$27.16
TOTAL FOR 2,816 REGULAR AND HOLIDAY HOURS: \$55,251.20

MUNICIPAL COURT:
HOURLY RATE: \$21.86
TOTAL FOR 2,331 REGULAR HOURS: \$50,955.66

CITY HALL/SFCCC:
HOURLY RATE: \$21.86
TOTAL FOR 2,008 REGULAR HOURS: \$43,894.88

SF TRAILS:
HOURLY RATE: \$19.40
TOTAL FOR 1,214 REGULAR HOURS: \$23,551.60

SOUTHSIDE LIBRARY:
HOURLY RATE: \$17.62
TOTAL FOR 2,896 REGULAR HOURS: \$51,027.52
TOTAL PROPOSED AMOUNT INCLUDING REGULAR & HOLIDAY HOURS: \$ 339,489.22*

*(Included Mobile Patrol vehicle, fuel, maintenance, insurance, tax, registration as a direct bill @ \$1500.00/month. Annual \$18,000.00)

ALTERNATE: SANTA FE CITY MUNICIPAL AIRPORT:
HOURLY RATE FOR 6291.5.5 REGULAR HOURS: \$21.86
HOURLY RATE FOR 78.5 HOLIDAY HOURS: \$30.60
TOTAL FOR 6,370 REGULAR AND HOLIDAY HOURS: \$139,934.29
TOTAL PROPOSED AMOUNT & ALTERNATE INCLUDING REGULAR & HOLIDAY HOURS: \$ 139,934.29

TOTAL FOR ALL PROPOSED SERVICES.....\$479,423.51
STANDARD HOURLY RATE FOR OTHER SERVICES AS REQUIRED: \$ 30.60/hr



Liberty Mutual Surety

September 24th, 2015

City of Santa Fe Purchasing Office
2651 Siringo Road - Building "H"
Santa Fe, New Mexico 87505

Re: Surety Capacity Letter for G4S Secure Solutions (USA) Inc.
RFP No. 16/06/P; Security Guard Services for the
Municipal Parking Facilities, Santa Fe Community
Convention Center, City Hall, Public libraries, Municipal
Court, Santa Fe Trails and Municipal Airport.

To Whom it May Concern:

This is to advise you that Liberty Mutual Insurance Company, provides suretyship on behalf of G4S Secure Solutions (USA) Inc. ("G4S") in the aggregate amount of \$300 million; a portion of which, for an amount not to exceed \$10 million, can be made available to support any single contract. Larger programs will be considered if necessary.

G4S is a highly regarded and valued client of Liberty Mutual Insurance Company, rated by AM Best as "A" (Excellent), with a financial rating of Class XV. We would anticipate no difficulty in providing the customary Performance & Payment Bonds should G4S be awarded a final contract.

Naturally, we would expect that the execution of any final bonds would be subject to a satisfactory review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

Liberty Mutual Insurance Company



Camille M. Cruz
Attorney-in-Fact

Member of Liberty Mutual Group

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7034393

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Camille M. Cruz; Claudette Alexander Hunt; Jacqueline Jordan Hampton

all of the city of Miami, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

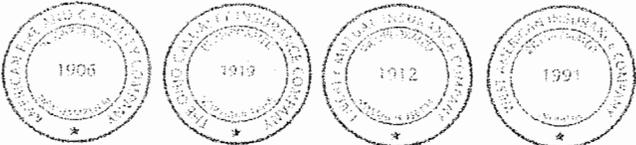
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of September, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call

City of Santa Fe, New Mexico



Request for Proposals (RFP): Proposal Number '16/06/P

SECURITY GUARD SERVICES FOR THE MUNICIPAL PARKING FACILITIES, SANTA FE COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES, MUNICIPAL COURT, SANTA FE TRAILS, AND MUNICIPAL AIRPORT

CONTRACT MANAGED BY THE PARKING DIVISION

**PROPOSALS SHOULD BE DELIVERED TO:
City of Santa Fe Purchasing Office
2651 Siringo Road - Building "H"
Santa Fe, New Mexico, 87505**

**PROPOSALS ARE DUE NO LATER THAN:
2:00 P.M. on September 28, 2015**

I, INSERT NAME AND TITLE, hereby certify that this manual was prepared by me, or directly under my supervision, and is true and correct to the best of my knowledge and belief.

Name, Title

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Attachments:

Appendix A. Schedule

Appendix B. Campaign Contribution Disclosure Form

Appendix C. Living Wage Ordinance

Appendix D. Sample Contract

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

INVITATION TO PROPOSE NUMBER: '16/06/P

PROPOSAL FOR: Security Guard Services from Qualified and Experienced Security Guard Service providers. Services are required at the following City locations: The Municipal Parking Facilities, Santa Fe Community Convention Center, City Hall, Public Libraries, Municipal Court, Santa Fe Trails / Transit and Municipal Airport. Additional locations may be required.

TO BE OPENED AT: City of Santa Fe
Purchasing Office
2651 Siringo Road, Bldg. "H"
Santa Fe, New Mexico 87505

TIME: 2:00 p.m. Local Prevailing Time

DATE: September 28, 2015

ADDRESSED TO: Purchasing Office
2651 Siringo Road, Bldg H
Santa Fe, New Mexico 87505

Proposal/s received after this deadline will not be accepted.

The Proposer's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the RFP throughout, and they will be deemed to be included in the RFP document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Proposer will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held up to one hundred and twenty (120) days subject to action by the city. The city reserves the right to reject any or all Proposals in part or in whole. RFP packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

ATTEST:

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 09/01/15

To be published on: 09/04/15

Received by the Albuquerque Journal on: 09/01/15

To be published on: 09/04/15

PROPOSAL SCHEDULE

RFP # '16/06/P

1. Advertisement: September 4, 2015
2. Issuance of RFP's: September 4, 2015
3. Mandatory Pre- Proposal Conference: September 16, 2015
at 2:00 p.m. at 500 Market Street Suite 200
4. Receipt of Proposals: September 28, 2015, at 2:00 p.m. local prevailing time
Purchasing Office 2651 Siringo Road Bldg., "H" Santa Fe, New Mexico 87505 (505) 955-5711
5. Evaluation of Proposals: October 7, 2015
6. Interviews: October 14, 2015
7. Recommendation of award to Finance: November 2, 2015
8. Recommendation of award to City Council: November 10, 2015

DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION TO PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe Parking Division (herein called "City"), invites firms to submit one original and four copies of the proposal. Proposals will be received by the City Purchasing Office until **2:00 P.M. local prevailing time on September 28, 2015.**

One original and five (5) copies of the Proposal shall be submitted and addressed to the Purchasing Office, City of Santa Fe, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505. No late Proposals will be accepted whether hand-delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

RFP number: "16/06/P
Title of the Proposal: City of Santa Fe Request for Proposals - Security Guard Services for The Municipal Parking Facilities, Santa Fe Convention Center, City Hall, Public Libraries, Santa Fe Trails Transit, Municipal Court and Municipal Airport.

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

Name and address of the Proposer:

The City may consider informal any Proposals not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals. Any Proposal received after the time and date specified shall not be considered. No Proposer may withdraw a Proposal within one hundred and twenty (120) days after the actual date of the submittal thereof.

2. PREPARATION OF PROPOSAL

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the City.

3. **PERFORMANCE BOND**

A Performance Bond in the amount of fifty thousand dollars (\$50,000) naming the City of Santa Fe holder and beneficiary of the Bond shall be submitted along with the Proposal. Proposals submitted without the Performance Bond shall be rejected.

4. **AUDITED FINANCIAL STATEMENTS**

Proposer must submit audited financial statements for the most current three (3) years. Statements shall be audited and certified by a licensed certified public accountant (CPA).

5. **ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for the receipt of proposal.

Every request for such interpretation should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505 and. to be given consideration, must be received at least ten (10) days prior to the Proposal submittal date.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP which, if issued, will be delivered to all prospective Proposers no later than three (3) days prior to the date fixed for the receipt of proposals. Failure of any proposing firm to receive any such addendum or interpretations shall not relieve such firm from any obligation under her/his proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign Proposal bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The Proposers' attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full. In particular Proposer is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **Method of Award**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee will interview the top-rated Proponents.. At its discretion the city reserves the right to alter the membership or size of the selection committee prior to Proposer evaluations and Proposer interviews.

9. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Proposer will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract. This project is subject to Determination SF-11-1339 H.

10. SELECTION CRITERIA

A total of 100 Points will be assigned to the Selection Criteria as follows:

- ❖ **The following criteria will be considered, although not exclusively, in determining which firm is hired.**
- ❖ **1. Cost 40% A complete breakdown of proposed Hourly Rates is Mandatory**
- ❖ **2. Qualifications 35% Financial Stability of company, staffing, organization, work plan, methodology, personnel qualifications**
- ❖ **3. References 15% Minimum of 5 references are required and 3 of those must be Public Sector Entities of a similar Scope as this RFP**
- ❖ **4. On-going Staff Training Program 10% Training, Safety and any other Incentives for retention**

A selection panel will be convened of City staff and representatives from each location identified in the Scope of Services.

The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the best and most competitive total Cost Proposal. 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.

11. PUBLIC INFORMATION

All portions of the Proposal submittals will become public information. Proprietary information may be marked confidential; however, the City Purchasing Officer will make the final determination as to whether the portion of the Proposal is legitimately confidential information. Sections to be confidential should be clearly marked as such

and readily separable from the rest of the Proposal. In no case will a request for the entire Proposal to be confidential be considered.

12. BRAND NAMES

All brand names specified in this Proposal are to imply "or equal." Proposer should include enough information with the Proposal submitted so this determination can be made.

13. TAX EXEMPT

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

13. RESIDENT, LOCAL OR VETERANS PREFERENCE

INTENT and POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION IN-STATE AND OUT-OF-STATE PROPOSERS

With acknowledgement of this intent and policy, the preference will only be applied when Proposals are received from in-state and county businesses, manufacturers and contractors that are within 5% of low Proposals received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) –1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state Proposer must have included a valid state purchasing certification number with the submitted Proposal.

Thus it is recommended that in-state Proposers obtain a state purchasing certification number and use it on all Proposals, in order to have the preference applied to their advantage, in the event an out-of-state Proposal is submitted. In submitting a Proposal, it should never be assumed that an out-of-state Proposal will not be submitted.

For information on obtaining a state purchasing certification number, the potential Proposer should contact the State of New Mexico Taxation and Revenue Department.

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the Proposer's business name submitting the Proposal.

NON-APPLICATION-COMPETING IN-STATE PROPOSERS

If the lowest responsive Proposal and the next responsive Proposals within 5% of the lowest Proposal are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state Proposer in this situation, the Proposers must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the Proposal submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive Proposal is actually an out-of-state Proposer and not a New Mexico business, then the procedures in the previous section may be applied.

If the Proposer has met the above criteria, the low responsive "resident" Proposal shall be multiplied by .95. If that amount is then lower than the low responsive Proposal of a "non-resident" Proposer, the award will be based taking into consideration the resident preference of 5%.

The PREFERENCE FACTOR for resident preference applied to Proposals shall be .95.

APPLICATION FOR LOCAL PREFERENCE

For the purposes of this section, the terms resident business and resident manufacturer shall be defined as set out in Section 13-1-21 NMSA 1978; the term local as applied to a business or manufacturer shall mean:

Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.

The PREFERENCE FACTOR for resident and local preferences applied to bids shall be .95 for resident and .90 for local. The preference for proposals shall be 1.10 for local. New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a

“resident veteran business”. Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The local preference or resident business preference is not cumulative with the resident veteran business preference.

Proposals for Goods and Services. When Proposals for the purchase of goods or services pursuant to Section 22 are received, the evaluation score of the proposal receiving the highest score of all proposals from those proponents in the first category listed above shall be multiplied by the Preference Factor. the lowest responsive Proposal received from those Proposers in the first category listed below shall be multiplied by the Preference Factor. If the resulting score of that Proposal receiving the preference is higher than or equal to the highest score of all Proposals received, the contract shall be recommended to that Proposer receiving the preference. If no Proposals are received from Proposers in the first category, or if the Proposal receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of Proposers listed to determine if the Proposal qualifies for award.

Qualification for Local Preference. The Central Purchasing Office shall have available a form to be completed by all bidders / proponents who desire to apply for the local preference as a local business. The completed form with the information certified by the offeror must be submitted by the bidders / proponents with their bid or proposal to qualify for this preference.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its Proposal for an Offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Limitation. No Offeror shall receive more than a 5% for resident preference pursuant to this section on any one offer submitted. A Proposer may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident and / or local preference(s). This shall be

determined in writing by the department with the grant requirements attached to the Purchasing Office before the Proposal or request for proposals is issued.

Exception. The City Council at their discretion can approve waiving the Local Preference requirements for specific projects or on a case by case basis if it is the City's best interest to do so.

[Question: Do we have language on Veterans Preference? Not found in RFP template]

14. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, Offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

New Mexico Resident Preference Number (if applicable) _____

SPECIAL CONDITIONS

1. **GENERAL**
When the City's Purchasing Officer issues a purchase order document in response to the vendor's Proposal, a binding contract is created.
2. **ASSIGNMENT**
Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.
3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **DISCOUNTS**
Any applicable discounts should be included in computing the Proposal submitted. Every effort will be made to process payments within forty five (45) days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.
5. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.
6. **INVOICING**
 - (A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, detailed description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.
 - (B) Invoice must be submitted to the City of Santa Fe Parking Division's Contracts Analyst.
7. **METHOD OF PAYMENT**
Every effort will be made to process payments within forty five (45) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. PERFORMANCE REQUIREMENTS AND CONTRACT LIQUIDATED DAMAGES

The City shall monitor the contract through designated liaison staff from the Parking Division and audits of the contractor's performance and deliverance of the services as specified in the RFP document. The contractor's designated Project Manager shall report to the Parking Division's Contracts' Analyst (PDCA) on service level requirements daily, weekly and monthly at the discretion of the Parking Division.

Certain levels of operation in accordance with the scope of services section of the RFP, but not limited to, shall be met by the Proposer to ensure satisfactory service to the City and the public. It is the responsibility of the Proposer to provide PDCA with appropriate management information reports that will enable PDCA to monitor all of the service levels. The Proposer shall maintain all records necessary for PDCA to audit and substantiate compliance with all monitoring requirements.

Each service level has a corresponding credit to City for non-compliance. All credits will be deducted from any amount payable pursuant to the Proposer's monthly statement for the month in which the service level was not fulfilled.

Additional credits for non-compliance detailed in this section are intended to encourage the Proposer to perform all services at the required levels. The assessment of additional credits, however, does not affect City's option to terminate this contract for failure to comply with service levels.

The credits that are set forth reflect City's estimate of risks associated with non-compliance of the Scope of Services by the Contractor in each instance. By submitting a proposal, each Proposer agrees that City's estimates are fair and reasonable and are valid in light of the fact that exact damages are difficult, if not impossible, to quantify.

The Proposer shall maintain sufficient staff and equipment to provide high level services within the requirements set forth by the Scope of Services. The following credits to the City for non-compliance have been established:

8.1 Handwritten Citations Processing

The Contractor shall deliver on a daily basis any handwritten citations issued by the security guard to the Accounting Unit of the Parking Division located at 500 Market Street by 10:00 AM Monday through Friday (Holidays excepted). When delivery of issued citations does not occur by the due time as specified shall result in a credit to the City of \$50 per day for every day this requirement is not met.

8.2 Data Accuracy

The contractor is required to maintain a 98% level of accuracy for each day's data collected from guard patrol monitoring system, guard post personnel assignment system, time card entries, payroll and number of citations issued per month.

Proposals shall describe the procedure for the prompt identification and correction of data entry errors.

A credit of \$100 per day for each business day will be deducted from the contractor's monthly charges for failure to meet these criteria.

8.3 Accountability

Proposals shall describe the contractor's responsibility and accountability for all required data that is misplaced or lost due to System errors or failures.

In the event that any of the contractor's monitoring Systems cannot provide required reports, a credit of \$500 per week will be deducted from the contractor's monthly charges for failure to meet this criterion.

8.4 Systems' Availability

System availability is defined as the time during the principal hours of operation when the contractor is providing services defined in the RFP, including all subsystems, is available to the PDCA for monitoring purposes. System availability shall be maintained at 98%, Monday through Friday at a minimum from 8:00 a.m. to 6:00 p.m. The contractor shall make available access to all contractor's monitoring systems from PDCA's desktop computer for monitoring purposes. It is the contractor's responsibility to ensure that this requirement is fully met at contractor's expense. The system availability requirement shall not be in effect during the period of time that the contractor is experiencing a catastrophic failure. A catastrophic failure includes Acts of God, as well as natural (such as earthquake, fire or flood) and un-natural catastrophes that are not caused by the negligence of the Proposals.

In the event that an availability level of 98% is not achieved for any individual calendar month, a credit of \$250 for each month will be deducted from the contractor's monthly charges.

8.5 System Discontinuance and Backup

The contractor shall agree to establish an ISDN backup connection within five (5) minutes of receipt of notification from the City that any data circuit is inoperable.

Failure to establish the system backup connection within the time limit stated above will result in a credit to the City of \$500 per working day of delay.

8.6 Operational Performance

The City expects the contractor to ensure that the assigned guard to every Post arrives at their designated Post a few minutes ahead of their scheduled start time so that they can be ready to start their shift precisely at the required start time. When a Post is not manned by a security guard at the pre-established start time, a credit to the City will result as follows:

- a. No guard at Post at the pre-established start of shift time, a credit of \$250 per occurrence will be deducted from the contractor's monthly charges.
- b. No guard at Post 15 minutes past the pre-established start of shift time, a credit of \$500 for each occurrence will be deducted from the contractor's monthly charges.
- c. No guard at Post 30 minutes past the pre-established start of shift time, a credit of \$750 per occurrence will be deducted from the contractor's monthly charges.
- d. No guard at Post 1 hour or more past the pre-established start of shift time, a credit of \$1,500 per occurrence will be deducted from the contractor's monthly charges.

9. **DEFAULT**

The city reserves the right to cancel all or any part of this order without cost to the city if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

10. **NON-DISCRIMINATION**

By signing this City of Santa Fe proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

11. **NON-COLLUSION**

In signing this proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this proposal submittal to the City of Santa Fe.

SCOPE OF SERVICES
'16/06/P

**SECURITY SERVICES FOR THE MUNICIPAL PARKING FACILITIES, SANTA FE
COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES,
MUNICIPAL COURT, SANTA FE TRAILS TRANSIT AND MUNICIPAL AIRPORT,
ADDITIONAL LOCATIONS MAY BE REQUIRED**

Background

The City of Santa Fe Parking Division (Agency) is requesting Proposals from qualified, experienced and financially stable companies to provide security guard services for the Municipal Parking Facilities, Santa Fe Convention Center, City Hall, Public Libraries, Municipal Court and Santa Fe Trails Transit along with additional location to be named at a later date.

Services

All Security Services provided as part of this contract shall be for the entire period including breaks specified in the RFP as the "Start" and "End" times of a guard assignment at any location. Security Services shall include, but not be limited to:

MUNICIPAL PARKING FACILITIES:

Contractor shall provide roving patrol service between the hours of 5:00 p.m. and 1:00 a.m., Monday through Sunday, 365 days a year at the (1) Sandoval Parking Garage 216 W. San Francisco St., (2) Water St. Parking Lot 100 E. Water St., (3) provide assistance to Parking Division staff as directed by Division supervisor (4) City Hall/Community Convention Center Garage 119 S. Federal Pl., (5) Railyard Parking Garage 503 Camino de Familia., (6) Main Public Library Parking Lot 145 Washington Ave., (7) Archdiocese/Cathedral Parking Lot 215 Cathedral Place. (8) Canyon Road Parking Lot 777 Canyon Rd.

The Security Officer shall: (1) remain visible and accessible to the public at all times and take direction from the Parking Division Director 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 call the Police Dispatch for police assistance to prevent persons observed attempting to gain or gaining unauthorized access to a facility; (5) provide detailed reports regarding all incidents, 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 affecting the municipal parking facilities assigned to; (7) maintain the scene of a crime to protect possible evidence in accordance with established law enforcement 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; and (11) perform related duties and responsibilities as assigned by the Parking Division Director. **See attached schedule**

CITY HALL AND SANTA FE COMMUNITY CONVENTION CENTER (SFCCC):

Contractor shall have one (1) armed and professionally uniformed guard Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (excluding Holidays).

Duties and responsibilities of the officers are to assist patrons, protect the building, deter theft, and to control access into the SFCCC show areas. Additional duties and responsibilities may be required based on the type of an event.

A recommended security plan will take all factors into consideration and tailor security coverage in accordance with each particular event. Regular patrols of all entrances, common areas, service corridors, loading docks, parking areas and the entire perimeter are mandatory.

Greet guests and check badges at all designated entrances, including labor entrance and loading docks entrances is a requirement.

Respond to medical and non-medical emergencies, investigate and document incidents, secure and un-secure doors, monitor closed circuit TV surveillance of selected areas, oversight of emergency preparation response plan are essential. **See attached schedule**

MAIN PUBLIC LIBRARY/LA FARGE PUBLIC LIBRARY/SOUTHSIDE LIBRARY:

Contractor shall have one (1) unarmed and professionally uniformed guard at each location as follows: (1) Main Public Library, Monday through Thursday between the hours of 10:00 a.m. and 8:00 p.m.; Friday and Saturday between the hours of 10:00 a.m. and 6:00 p.m.; Sunday between the hours of 1:00 p.m. and 5:00 p.m. (2) La Farge Public Library, Monday through Wednesday between the hours of 10:00 a.m. and 8:00 p.m.; Thursday through Saturday between the hours of 10:00 a.m. and 6:00 p.m. (3) Southside Public Library, Monday through Thursday between the hours of 10:30 a.m. and 8:00 p.m.; Friday and Saturday between the hours of 10:30 a.m. and 6:00 p.m.; Sunday between the hours of 1:00 p.m. and 5:00 p.m.

The security guard shall remain visible and accessible to the public at all times; shall take direction from the library supervisor or his/her designee; shall provide library with cell phone number; security guard shall monitor Main parking lot and notify Parking of violations; shall monitor all levels of the Main Public Library, La Farge Public Library and Southside Public Library to include, but not be limited to; stairwells, elevators, periphery, and restrooms facilities; shall inform Library Supervisor or his/her designee of suspicious activity without altercation; shall respond to security gate alarms and assist staff with patrons; shall use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to a library facility; shall provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances; shall cooperate with and assist law enforcement agencies in connection with

crimes committed against the City and its invitees; shall maintain the scene of a crime to protect possible evidence in accordance with established procedures; and shall notify the Santa Fe Dispatch of a need for police, fire, or medical assistance. **See attached schedule**

SANTA FE CITY MUNICIPAL COURT:

Contractor shall have one (1) armed and professionally uniformed guard on location Monday through Friday between the hours of 7:45 a.m. and 5:00 p.m. (excluding Holidays).

The security guard shall remain visible and accessible to the public at all times; shall take direction from the court officials, Municipal Judge or her designee; shall monitor all areas of the Municipal Court building to include, but not be limited to: Court Room, General Office Space, periphery, restrooms facilities and all areas accessible to the general public; shall confront suspicious activity without altercation; shall use reasonable efforts to deter, or when absolutely necessary detain, persons observed attempting to gain or gaining unauthorized access to unauthorized areas; shall provide reports on all activity, and when necessary, follow incidents to their conclusion including court appearances; shall cooperate with and assist law enforcement agencies in connection with crimes committed against the City and its invitees; shall maintain the scene of a crime to protect possible evidence in accordance with established procedures; shall escort defendants to holding cell when necessary; and shall notify the Santa Fe Dispatch of a need for police, fire, or medical assistance.. **See attached schedule**

SANTA FE TRAILS:

Contractor shall provide one (1) unarmed and professionally uniformed guard on roving patrol services on random Santa Fe Trails buses on a rotating schedule to be determined by the City of Santa Fe Transit Operations Manager.

The Security Officer shall: (1) remain visible and accessible to the public at all times and take direction from the Transit Operations 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; (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 facilities assigned to; (7) maintain the scene of a crime to protect possible evidence in accordance with established law enforcement procedures; (8) report all safety hazards (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; and (11) perform related duties and responsibilities as assigned by the Transit Operations Manager. **See attached schedule**

SANTA FE CITY MUNICIPAL AIRPORT:

Contractor shall have one (1) unarmed and professionally uniformed guard on location Monday through Tuesday between the hours of 2:00 p.m. and 11:30 p.m. and Thursday through Saturday between the hours of 4:30 a.m. and 2:30 p.m. (including Holidays).

Security service is required 1.5 hours prior to departure and 30 minutes after the arrival of a flight.

The security guard shall remain visible and accessible to the public at all times and take direction from the airport manager or designee; maintain a physical presence in the terminal building when commercial airline flights are in operation; confront suspicious activity without altercation; use reasonable effort to deter or detain persons observed attempting to gain or gaining unauthorized access to the airport aircraft parking area; provide reports on all activity and when necessary follow incidents to their conclusion including court appearances; cooperative with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport; notify the Santa Fe Regional Communications Center and the airport manager or designee of a need for police, fire or medical assistance. shall monitor all areas of the appearances; shall cooperate with and assist law enforcement agencies in connection with security violations committed at the Santa Fe Municipal Airport; notify the Santa Fe Dispatch of a need for police, fire, or medical assistance; respond to situation where an individual is interfering with activities at the screening checkpoint; assist in preventing prohibited items and persons from enter secure area. **See attached schedule**

Additional locations may be required. Standard rate for other services as required.

STANDARDS OF PERFORMANCE

At no time shall the contractor or its employees assigned under the terms and conditions of this contract, accept monetary compensation of any kind from patrons or invitees for services rendered or services to be rendered under this Agreement.

At no time shall the contractor or its employees assigned to municipal parking facilities under the terms and conditions of this contract, accept parking fees or other monetary compensation from patrons or invitees for parking services rendered or parking services to be rendered under this Agreement.

Contractor shall assign one full-time Site manager and additional personnel as required, who shall be responsible for the direct supervision of Contractor's employees assigned to the City. The Site manager or his or her designated representative shall be available at reasonable times to consult with the City regarding the services rendered or services to be rendered under this Agreement.

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. The background investigation report shall include, but not be limited to:

1. Police Report Check
2. Confirmation of Previous Employment
3. Verification of all Application Information
4. A copy of the application filed with the Bureau of Private Investigators

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.

Contractor will assign personnel who have the same comparable training levels and following qualifications:

1. Employee(s) assigned to this contract must be registered, licensed 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 his/her post.
2. Must possess a high school diploma or GED, and must have a minimum of ten (10) hours of classroom training, 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. Ability to pass an annual physical fitness examination, including 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. Guards assigned to City Hall / SFCCC and Municipal Court (armed guards) must have a Level III guard card from the New Mexico Bureau of Private Investigators, and must have completed a firearm handling and safety training course.

The City reserves the right to interview and approve, or reject all Contractor's employees prior to report date, and personnel files shall be made available to the City upon request, for periodic inspection.

None of the Contractor's employees being assigned shall have pled guilty, or nolo contendere to, or been found guilty of a felony or a crime involving moral turpitude appointed by this contractor. If any of the employees being assigned have had a criminal adjudication as indicated, please provide details on a separate sheet.

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

Contractor will not assign, reassign, promote, transfer or terminate any employee within or away from this contract without prior notification to the City.

Contractor will supply all uniforms at its own expense and shall assure that the uniforms fit properly, are continuously cleaned and maintained. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.

Contractor shall provide, at its own expense, an Automated Electronic Guard Tour System, as is mutually agreed upon between the City and the Contractor, in order to meet the requirements of this contract. An electronic guard patrol monitoring system is required; however, a GPS-based monitoring system is preferred.

Contractor's roving patrols assigned to municipal parking facilities and City Hall/SFCCC locations shall utilize the Automated Electronic Guard Tour System furnished by the Contractor, and shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to.

Contractor will be required to submit guard tour key station reports and ledgers relating patrol and stationary guard information to the City or its designated representatives on a daily basis Monday through Friday or upon request.

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

Contractor 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, and shall comply with required Federal, State, and Local licensing requirements.

Contractor shall 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 ten (10) days of notice from the State, County or City licensing boards.

Contractor will be required to 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.

Contractor shall be prohibited from carrying firearms of any kind on their person, or in their vehicle, while performing services at any Municipal Parking Facility, Main Public Library and LaFarge Public Library, under the terms of this agreement.

Contractor shall have a dispatch answering its phones 24 hours a day. A contract answering service or answering machine will not be acceptable. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

Contractor will be required to replace or repair at its cost any equipment owned by the City (such as but not limited to, communication's 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.

Contractor may be required to work special events, i.e. Spanish Market, Indian Market, Fiesta, etc. 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 two weeks' notice in the event of an emergency or special event not regularly scheduled.

Contractor shall provide to the Parking Division Contracts Analyst (PDCA) a copy of the time sheets for each employee assigned under the terms and conditions of this Agreement at the time of invoice.

Contractor shall abide by all laws and ordinances in the execution of this contract, specifically the recently approved Living Wage Ordinance which provides that the minimum wage be \$10.84 per hour per employee, for companies with 25 or more employees.

Peak-season shall be defined as May 1, through December 31, and off-season as January 1, through April 30.

SUBMITTAL REQUIREMENTS
'16/06/P

FAILURE TO SUBMITT ITEMS 1-13 WILL RESULT IN POSSIBLE DISQUALIFICATION OF PROPOSAL

1. Introduction and Executive Summary. Letter of introduction of your firm. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitment contained in the proposal.
2. Provide a list of the Contractor's principals and employees with resumes of qualifications, as well as each key person that the Contractor anticipates assigning to the contract. Additionally, include a summary of the qualifications, licenses and experience of each individual and the type of services to be performed by each individual.
3. Describe in detail how new and replacement personnel will be recruited, hired, and trained. Attach your firms hiring and training procedures and plan that will be required for all employees and the method by which adherence will be ensured (e.g. interviewing, drug testing, background check and reference checks). The City will retain under its agreement with the successful Contractor the right of approval of all persons performing under this Agreement.
4. Describe the security services and the components of security service your firm proposes to provide to the City. Include the following:
 - Overall security scope of work tasks which detail the use of personnel to diffuse potential volatile situations
 - Schedule hours and days of service delivery and the ability to meet the City's proposed time frame
 - Proposed staffing by site and assignment of work within your firm's work team
 - The use of technology and security equipment
 - Proposed response time for requests for security services
 - Proposed performance standards that are being pledged if awarded a contract.
5. Provide a list of four (4) current or past contracts for which your firm has performed or is performing work of similar type, scope and complexity within the past five years. This list must include the name, address, email address, and phone number of each of the contracting parties as well as a description of services performed and the dollar amount of the contract. Upon further consideration of the Proposal, the City may request additional information.
6. Copy of City of Santa Fe Business License.
7. Copy of State of New Mexico CRS Tax Identification Number.

8. Copy of State of New Mexico Private Investigations Advisory Board Trade PPO license.
9. Summary of insurance/liability coverage.
10. Campaign Disclosure Form
11. Cost Breakdown by department.
12. **PERFORMANCE BOND**
A Performance Bond in the amount of fifty thousand dollars (\$50,000) naming the City of Santa Fe holder and beneficiary of the Bond shall be submitted along with the Proposal. Proposals submitted without the Performance Bond shall be rejected.
13. **AUDITED FINANCIAL STATEMENTS**
Proposer must submit audited financial statements for the most current three (3) years. Statements shall be audited and certified by a licensed certified public accountant (CPA).

LA FARGE LIBRARY:
HOURLY RATE: _____
TOTAL FOR 2,736 REGULAR HOURS: _____

MAIN LIBRARY:
HOURLY RATE: _____
TOTAL FOR 3,042 REGULAR HOURS: _____

MOBILE PATROL:
HOURLY RATE FOR 2,736 REGULAR HOURS: _____
HOURLY RATE FOR 80 HOLIDAY HOURS: _____
TOTAL FOR 2,816 REGULAR AND HOLIDAY HOURS: _____

MUNICIPAL COURT:
HOURLY RATE: _____
TOTAL FOR 2,331 REGULAR HOURS: _____

CITY HALL/SFCCC:
HOURLY RATE: _____
TOTAL FOR 2,008 REGULAR HOURS: _____

SF TRAILS:
HOURLY RATE: _____
TOTAL FOR 1,214 REGULAR HOURS: _____

SOUTHSIDE LIBRARY:
HOURLY RATE: _____
TOTAL FOR 2,896 REGULAR HOURS: _____

TOTAL PROPOSED AMOUNT INCLUDING REGULAR & HOLIDAY HOURS:
\$ _____

ALTERNATE: SANTA FE CITY MUNICIPAL AIRPORT:
HOURLY RATE FOR 2,980.5 REGULAR HOURS: _____
TOTAL FOR 78.5 HOLIDAY HOURS: _____
TOTAL FOR 3,059 REGULAR AND HOLIDAY HOURS: _____

TOTAL PROPOSED AMOUNT & ALTERNATE INCLUDING REGULAR & HOLIDAY HOURS: \$ _____

STANDARD HOURLY RATE FOR OTHER SERVICES AS REQUIRED: \$ _____

**EVALUATION CRITERIA
&
WEIGHTED VALUES**

**EVALUATION COMMITTEE MEMBERS
'16/06/P**

At its discretion, the City reserves the right to alter the membership and size of the committee prior to Proposer evaluations and Proposer interviews.

Scores of the evaluation committee members will be totaled to determine the top-rated Proposers.

Interviews will be conducted with the top-rated firms. Total scores from the interviews will be added to the proposal evaluation scores to establish the top-ranked Proposer.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

EVALUATION CRITERIA
&
WEIGHTED VALUES

'16/06/P

SECURITY GUARD SERVICES FOR THE MUNICIPAL PARKING FACILITIES,
SANTA FE COMMUNITY CONVENTION CENTER, CITY HALL, PUBLIC LIBRARIES,
MUNICIPAL COURT, SANTA FE TRAILS AND MUNICIPAL AIRPORT

Company Name

Evaluation: _____ Interview: _____ (Please put an x next to the appropriate field.)

Date

Signature and Title of Evaluating Committee Member

	Criteria	Weighted Value		Evaluation Points	Total Score
1.	Cost – A complete breakdown of proposed hourly rates is mandatory	40%	x	_____	_____
2.	Qualifications – Financial stability of Company, staffing organization, work plan, Methodology, personnel qualifications	35%	x	_____	_____
3.	References –Minimum of 5 references are Required and 3 of those must be public Sector entities of a similar scope as this RFP	15%	x	_____	_____
4.	On-going staff training program	10%	x	_____	_____
				Total Score	_____

EVALUATION POINTS 1-5 (1-LOWES, 5-HIGHEST)

**INSTRUCTIONS RELATING TO
LOCAL PREFERENCE CERTIFICATION FORM**

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an Offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local Preference precedence over State Preference:** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated:** To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.
4. **Subcontractors do not qualify:** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A subcontractor may not qualify on behalf of a prime contractor.
5. **Definition:** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents.

A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation: If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Principal Office: _____
Street Address City State Zip Code

City of Santa Fe Business License # _____ (Attach Copy to this Form)

Date Principal Office was established: _____ (Established date must be six months before date of Publication of this RFP or RFB).

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City of Santa Fe, will provide within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ Date: _____

Subscribed and sworn before me by _____ this _____, day of _____

My commission expires _____
Notary Public

SEAL

**YOU MUST RETURN THIS FORM WITH YOU OFFERRESIDENT VETERANS
PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

APPENDIX A
Schedule of Hours

LaFarge Library

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	8	0	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6							
PROJECTED HRS.							234

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6		10					
PROJECTED HRS.							234

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	8	8	8
2		0	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10			
6							
PROJECTED HRS.							226

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					8	8	8
2		10	10	10	8	8	8
3		0	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6							
PROJECTED HRS.							230

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	8	8	8
2		10	10	0	8	8	8
3		10	10	10	8	8	8
4		10	10	10	0	0	8
5		10					
6							
PROJECTED HRS.							200

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	0	8
5		10	10	10	8		
6							
PROJECTED HRS.							236

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		0	10	10	8	8	8
5		10	10	10	8	8	8
6							
PROJECTED HRS.							214

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10					
6							
PROJECTED HRS.							226

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8		
6							
PROJECTED HRS.							244

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6							
PROJECTED HRS.							232

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		0	10				
6							
PROJECTED HRS.							226

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	8	8	8
2		10	10	10	8	8	8
3		10	10	10	8	8	8
4		10	10	10	8	8	8
5		10	10	10	8	8	8
6							
PROJECTED HRS.							234

TOTAL HOURS 2,736
REGULAR HOURS 2,736
HOLIDAY HOURS 0

Main Library

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	10	0	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6							
PROJECTED HRS.							260

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6	4	10					
PROJECTED HRS.							262

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	10	8	8
2	4	0	10	10	10	8	8
3	4	8	10	10	10	8	8
4	4	8	10	10	10	8	8
5	4	8	10	10			
6							
PROJECTED HRS.							244

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	8	8
2	4	10	10	10	10	8	8
3	4	0	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6							
PROJECTED HRS.							256

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	10	10	10	10	8	8
2	4	10	10	0	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	0	0	8
5	4	10					
6							
PROJECTED HRS.							226

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	0	8
5	4	10	10	10	10		
6							
PROJECTED HRS.							262

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	0	10	10	10	8	8
5	4	10	10	10	10	8	8
6	4						
PROJECTED HRS.							242

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		10	10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10					
6							
PROJECTED HRS.							250

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10		
6							
PROJECTED HRS.							270

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6							
PROJECTED HRS.							256

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	10	10	10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	0	10				
6							
PROJECTED HRS.							254

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				10	10	8	8
2	4	10	10	10	10	8	8
3	4	10	10	10	10	8	8
4	4	10	10	10	10	8	8
5	4	10	10	10	10	8	8
6							
PROJECTED HRS.							260

TOTAL HOURS 3,042
REGULAR HOURS 3,042
HOLIDAY HOURS 0

Mobile Patrol

JULY

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1				8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							
PROJECTED HRS.							248.0

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6	8	8	8				
PROJECTED HRS.							248.0

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1			8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8			
6							
PROJECTED HRS.							240.0

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							
PROJECTED HRS.							248.0

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1	8	8	8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8					
6							
PROJECTED HRS.							240

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							
PROJECTED HRS.							248

JANUARY

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1						8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6	8						
PROJECTED HRS.							240

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8					
6							
PROJECTED HRS.							216

MARCH

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1			8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8		
6							
PROJECTED HRS.							232

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							
PROJECTED HRS.							224

MAY

Week	Sun	Mon	Tue	Wed	Thru	Fri	Sat
1	8	8	8	8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8				
6							
PROJECTED HRS.							208

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				8	8	8	8
2	8	8	8	8	8	8	8
3	8	8	8	8	8	8	8
4	8	8	8	8	8	8	8
5	8	8	8	8	8	8	8
6							
PROJECTED HRS.							224

TOTAL HOURS 2,816
REGULAR HOURS 2,736
HOLIDAY HOURS 80

Municipal Court

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.25	9.25	0	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							204

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6		9.25					
PROJECTED HRS.							194

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.25	9.25	9.25	9.25	
2		0	9.25	9.25	9.25	0	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25			
6							
PROJECTED HRS.							185.00

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		0	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							194.25

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.25	9.25	9.25	9.25	9.25	
2		9.25	9.25	0	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	0	0	
5		9.25					
6							
PROJECTED HRS.							166.50

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	0	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							203.50

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		0	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							175.75

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.25	9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25					
6							
PROJECTED HRS.							194.25

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							222.00

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							194.25

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.25	9.25	9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		0	9.25				
6							
PROJECTED HRS.							194.25

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.25	9.25	9.25	
2		9.25	9.25	9.25	9.25	9.25	
3		9.25	9.25	9.25	9.25	9.25	
4		9.25	9.25	9.25	9.25	9.25	
5		9.25	9.25	9.25	9.25	9.25	
6							
PROJECTED HRS.							203.50

TOTAL HOURS 2,331
REGULAR HOURS 2,331
HOLIDAY HOURS 0

City Hall / SFCCC

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				8	8	0	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							176

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6		8					
PROJECTED HRS.							168

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	
2		0	8	8	8	0	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8			
6							
PROJECTED HRS.							160

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					8	8	
2		8	8	8	8	8	
3		0	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							168

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	
2		8	8	0	8	8	
3		8	8	8	8	8	
4		8	8	8	0	0	
5		8					
6							
PROJECTED HRS.							144

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	0	
5		8	8	8	8		
6							
PROJECTED HRS.							176

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		0	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							152

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8					
6							
PROJECTED HRS.							168

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							184

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							168

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		8	8	8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		0	8				
6							
PROJECTED HRS.							168

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				8	8	8	
2		8	8	8	8	8	
3		8	8	8	8	8	
4		8	8	8	8	8	
5		8	8	8	8	8	
6							
PROJECTED HRS.							176

TOTAL HOURS 2,008
REGULAR HOURS 2,008
HOLIDAY HOURS 0

Santa Fe Trails

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				4	4	0	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	
6							
PROJECTED HRS.							104

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6	2	4					
PROJECTED HRS.							104

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			4	4	4	4	2
2	2	0	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4			
6							
PROJECTED HRS.							100

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					4	4	2
2	2	4	4	4	4	4	2
3	2	0	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6							
PROJECTED HRS.							102

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	4	4	4	4	4	2
2	2	4	4	0	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	0	0	2
5	2	4					
6							
PROJECTED HRS.							90

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	0	2
5	2	4	4	4	4	4	
6							
PROJECTED HRS.							104

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	0	4	4	4	4	2
5	2	4	4	4	4	4	2
6							
PROJECTED HRS.							94

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	4	4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4					
6							
PROJECTED HRS.							102

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4		
6							
PROJECTED HRS.							108

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6							
PROJECTED HRS.							102

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	2	4	4	4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5		0	4				
6							
PROJECTED HRS.							100

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				4	4	4	2
2	2	4	4	4	4	4	2
3	2	4	4	4	4	4	2
4	2	4	4	4	4	4	2
5	2	4	4	4	4	4	2
6							
PROJECTED HRS.							104

TOTAL HOURS 1,214
REGULAR HOURS 1,214
HOLIDAY HOURS 0

Southside Library

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.5	9.5	0.0	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	
6							
PROJECTED HRS.							247

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	7.5
6	4	9.5					
PROJECTED HRS.							249

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5	9.5	9.5	7.5	7.5
2	4	0.0	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5			
6							
PROJECTED HRS.							238

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	0.0	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	7.5
6							
PROJECTED HRS.							243

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	9.5	9.5	9.5	9.5	7.5	7.5
2	4	9.5	9.5	0.0	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	0.0	0.0	7.5
5	4	9.5					
6							
PROJECTED HRS.							215

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5	9.5	9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	0.0	7.5
5	4	9.5	9.5	9.5	9.5		
6							
PROJECTED HRS.							249

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						0.0	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	0.0	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	7.5
6	4						
PROJECTED HRS.							230

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.5	9.5	9.5	9.5	7.5	7.5
2	4.0	9.5	9.5	9.5	9.5	7.5	7.5
3	4.0	9.5	9.5	9.5	9.5	7.5	7.5
4	4.0	9.5	9.5	9.5	9.5	7.5	7.5
5	4.0	9.5					
6							
PROJECTED HRS.							238

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5	9.5	9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5		
6							
PROJECTED HRS.							257

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5	7.5	7.5
6							
PROJECTED HRS.							243

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	4	9.5	9.5	9.5	9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	0.0	9.5				
6							
PROJECTED HRS.							242

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1				9.5	9.5	7.5	7.5
2	4	9.5	9.5	9.5	9.5	7.5	7.5
3	4	9.5	9.5	9.5	9.5	7.5	7.5
4	4	9.5	9.5	9.5	9.5	7.5	7.5
5	4	9.5	9.5	9.5	9.5		
6							
PROJECTED HRS.							247

TOTAL HOURS 2,896
REGULAR HOURS 2,896
HOLIDAY HOURS 0

Municipal Airport

JULY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	
6							
PROJECTED HRS.							254

AUGUST

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1							10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6	9.5	9.5					
PROJECTED HRS.							263

SEPTEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5				
6							
PROJECTED HRS.							244

OCTOBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6							
PROJECTED HRS.							264

NOVEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	9.5	9.5	9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5					
6							
PROJECTED HRS.							253

DECEMBER

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10		
6							
PROJECTED HRS.							254

JANUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6	9.5						
PROJECTED HRS.							264

FEBRUARY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		9.5	9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	10	9.5					
6							
PROJECTED HRS.							244

MARCH

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1			9.5		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10		
6							
PROJECTED HRS.							254

APRIL

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1						10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5		10	10	10
6							
PROJECTED HRS.							254

MAY

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1	9.5	10	10		10	10	10
2	9.5	9.5	9.5		10	10	10
3	9.5	9.5	9.5		10	10	10
4	9.5	9.5	9.5		10	10	10
5	9.5	9.5	9.5				
6							
PROJECTED HRS.							264

JUNE

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1					10	10	10
2	9.5	10	9.5		10	10	10
3	9.5	10	9.5		10	10	10
4	9.5	10	9.5		10	10	10
5	10	10	9.5		10		
6							
PROJECTED HRS.							247

TOTAL HOURS 3,059
REGULAR HOURS 2,980.5
HOLIDAY HOURS 78.5

APPENDIX B
Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

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

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe City Councilors and Mayor, Santa Fe County Commissioners

DISCLOSURE OF CONTRIBUTIONS:

APPENDIX C
Living Wage Ordinance



City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2015 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$10.84
PER HOUR

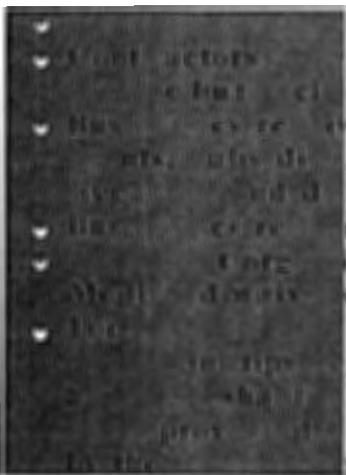
Santa Fe's Living Wage



Living Wage Ordinance establishes minimum hourly wages. The 2015 Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Workers are required to have a business license or registration from the City of Santa Fe. All workers must pay at least the adjusted 2015 Living Wage to employees located within the Santa Fe city limits.

Who is Required to Pay the Living Wage?



All-time permanent workers employed by the City; workers for the City, that have a contract requiring the performance of a contract for the purchase of goods; workers providing assistance relating to economic development in the form of a grant or subsidy; workers who have received a loan guarantee or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy; workers who are required to have a business license or registration from the City; and workers who are required to have a business license or registration from the City, except for those whose primary source of funds is from the sale of goods. All workers customarily receive more than one hundred dollars (\$100) per month from tips, commissions, any tips or commissions received and retained by the worker. All tips and commissions are counted as wages and credited towards satisfaction of the Living Wage. For tipped workers, all tips received by such workers are retained by the worker, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)



Ordenanza de Salario Mínimo Para la ciudad de Santa Fe

**EFFECTIVO DESDE EL DÍA PRIMERO DE MARZO DE 2015
PARA TODOS LOS TRABAJADORES QUE LABOREN
DENTRO DE LOS LÍMITES DE LA CIUDAD DE SANTA FE
EL SALARIO MÍNIMO ESTABLECIDO QUE DEBERÁ SER
PAGADO ES DE**

**\$10.84
POR HORA**

Salario Mínimo para la ciudad de Santa Fe

Se establece salario mínimo por hora.

Desde el primer día de marzo de 2015 el incremento de salario, corresponde con el aumento en el índice del consumidor (IPC).

Los empleadores que operen dentro de los límites de la ciudad de Santa Fe y que requieren, por ley, tener una licencia o registro de la ciudad de Santa Fe, deberán pagar a todos los empleados de todas las horas el salario ajustado de 2015 a los empleados de todas las horas dentro de los límites de la ciudad de Santa Fe.

¿Quién está obligado a pagar el salario?

Los trabajadores a tiempo completo permanentes contratados por la ciudad; los trabajadores a tiempo parcial contratados por la ciudad; los trabajadores que tienen un contrato que requiere la prestación de un servicio, pero no son empleados de la ciudad; y los trabajadores que prestan servicios de mercaderías;

Los trabajadores que reciben un subsidio en relación con el desarrollo económico en forma de becas, estancias o bonos industriales de ingresos superiores a 25 mil dólares al año; los trabajadores que reciben una beca de ciudad o de subvención;

Los trabajadores que no cuentan con una licencia o el registro de la ciudad; y los trabajadores que, para fines de licencia, no cuentan con un seguro, con excepción de aquellos cuya principal fuente de fondos proviene de la ciudad.

Los trabajadores que habitualmente reciben más de cien dólares (\$100) por mes en consejos de salarios recibidos y retenidos por un trabajador serán contados como empleados de la ciudad. La satisfacción de los salarios siempre que, para los trabajadores que reciben consejos recibidos por estos trabajadores son retenidos por los empleadores, se mitiga la puesta en común de consejos entre los trabajadores.

Más información, incluyendo la ordenanza del salario, está disponible en
<http://www.santafenm.gov>
(haga clic en Hot Topics/Living Wage)

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, 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 five (5) business days written notice by the City to the Contractor, although emergency situations may require shorter notice.,

B. Require of Contractor's employees to notify parking personnel of individuals who park illegally and to maintain radio and phone 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 a minimum of 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 RFP # [insert] pages , 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. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 at City sites, under the terms of this Agreement.

H. 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.

I. 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.

J. 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.

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

L. 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.

M. 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.

N. 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.

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

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

Q. 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.

R. 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.

S. Provide copies of timesheets with signatures from each City Site Manager and Contractor's signing authority, 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 (\$_____), plus/ inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of _____ dollars (\$_____) per hour for each regular security guard posted and _____ (\$_____) per hour for armed security guard and _____ (\$_____) for roving patrol, which includes the cost of the vehicle and all equipment for each security guard. An additional sum of twenty five thousand dollars (\$ 25,000) 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 paid under this Agreement. GRT

paid on behalf of the City will be reimbursed to the Contractor as part of the monthly invoice submitted by the Contractor for services rendered per this Agreement.

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

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 shall terminate on _____ unless sooner pursuant to Article 6 below.

6. OPTION TO RENEW

The City at its sole discretion retains the option to extend the initial Term of this Agreement for up to two (2) additional one (1) year Terms upon satisfactory performance by the contractor

7. TERMINATION

A. This Agreement may be terminated by the City upon 30 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 not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

B. The contractor may terminate this Agreement by giving the City a written notice of Termination a minimum of one hundred and twenty (120) days in advance.

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 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, 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.

21. 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.

22. 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.

23. 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:

City of Santa Fe:

Contractor:

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

CITY OF SANTA FE:

CONTRACTOR:

MAYOR/CITY MANAGER

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

FINANCE DIRECTOR

Business Unit Line Item