Item# 22-0300
Munis Contract# 3203365

City of Santa Fe Contract
On-Call City-Wide Security Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Universal Protection Services, LP d/b/a Allied Universal Security Services** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Universal Protection Services, LP d/b/a Allied Universal Security Services**. "We," "us" or "our" refers to theCity and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform On-Call City-Wide Security Services in accordance with Request for Proposal 22/17/P, as stipulated in the attached Scope of Services (Exhibit A) and Contractor's Unit Rate Schedule (Exhibit B) and as stipulated herein. Security Services includes but is not limited to the locations listed in Exhibit A.

B. All work shall be carried out by means of an approved Task Order utilizing the attached Task Order format (Exhibit C) together with the associated Contractor's price proposal and an approved Purchase Order issued to the Contractor.

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four million four hundred thousand dollars ($4,400,000.00), including applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate identified in Exhibit B - Unit Rate Schedule.

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost

increase. To facilitate prompt consideration, all requests for price increases must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on JUNE 30, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost

occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or 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 supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict

in any manner or degree with the performance or services required under the Agreement.The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

Prior to the commencement of services, and during the entire term of this Agreement, Contractor shall procure and maintainthe following insurance coverage(s), naming the City as additional insured as set forth herein below.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, andproperty damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds. The policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by written contract or agreement. **Business Automobile Liability** insurance for all owned, non-owned, and hired automobiles,with a combined single limit not less than $1,000,000 per accident. Said policy shall include the City of Santa Fe, their officials, officers, employees, and agents as additional insureds. Additional insured coverage may be provided by way of a designated or blanket endorsement where required by a written contract or agreement.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Professional Liability (errors and omissions) insurance with limits not less than $1,000,000 per claim and $2,000,000 in the aggregate.

D. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance in accordance with the laws of the State of New Mexico with statutory limits, and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation for the benefit of the City of Santa Fe their officials, officers, employees, and agents.

E. Contractor shall maintain the above insurance for the term of this Agreement and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy

is primary over any other valid and collectible insurance and provide a waiver of subrogation.

F. Additional Insurance Requirements.

1. **Verification of Insurance.** Contractor shall furnish the City with Certificates of Insurance and applicable endorsements affecting coverage required by this Agreement on forms satisfactory to the City. All Certificates and endorsements must be received by the City before work commences. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required herein shall not in any way be construed to be a waiver of any right or remedy of the City, in this or any regard.

2. **Primary and Noncontributory**. The insurance required to be maintained by Contractor hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

3. **Umbrella or Excess Insurance.** Any umbrella or excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

4. **Severability of Interest.** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

5. **Claims-Made Coverage.** Except for Commercial General Liability insurance which shall be written on an occurrence form, any coverage maintained on a claims-made basis shall comply with the following:

   - The retroactive date must be shown, and must be before the date of this Agreement or the beginning of services contemplated herein;
   - Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services;
   - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the date of this Agreement, Contractor must purchase an extended reporting period for a minimum period of three (3) years after completion of the contract services.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the

party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and orpayment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to

the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement.

Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor

must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Manuel Sanchez, Business Operations Manager
Community Health and Safety Department
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
505-955-6568
mnsanchez@santafenm.gov

To the Contractor:
Steve Claton, President, Southwest Region
Universal Protection Service, LP d/b/a Allied Universal Security Services
3721 Rutledge Rd NE, Suite B-2
Albuquerque, NM 87109
505-830-2700
steve.claton@aus.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Jul 5, 2022

CONTRACTOR:

STEVE CLATON, PRESIDENT
SOUTHWEST REGIO

DATE: 5/25/22
CRS# 03-282745-00-8
Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 20, 2022 10:57 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 5, 2022 11:09 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

VARIOUS
Org.Name/Org.#

Exhibit A – Scope of Services

I. Minimum Qualifications/Requirements

1) The Contractor shall have at least three (3) years of consecutive experience in the professional security services industry under the current company name, and shall have experience in governmental/public facilities.

2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.

4) The Contractor shall ensure all security personnel assigned shall be in compliance with the Level I, Level II and Level III security personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.

5) The Contractor shall provide the City of Santa Fe with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).

6) The 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' notice from the State, County, or City licensing boards.

7) In accordance with the provisions of Section 33 ("Insurance") of this Agreement, 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, personal injury, and property damage liability, automobile liability, professional liability, and workers' compensation and employer's liability insurance with the required coverage and limits, in a form and with an insurance company or companies acceptableto the City. ,. Where required, The commercial general liability policy shall not exclude coverage for bodily injury, personal injury, or property damage arising out of the use of weapons or other equipment, including but not limited to, firearms, batons, stun guns, and pepper spray, used by Contractor and/or its subcontractors in the performance of services under this Agreement. Where required, applicable insurance policies shall provide that the City, its officials, officers, employees, and agents are named as an additional insured by way of a designated or blanket endorsement, and that the City is notified no less than 30 days written notice in advance of cancellation or nonrenewal for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance evidencing the coverage and limits required in this Agreement as a condition prior to performing series under this Agreement.

Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.

8) All security personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.

9) The City of Santa Fe reserves the right to alter the days and/or hours of the Contractor. The City of Santa Fe also has the discretion to change the security personnel duties and schedules if the City determines it is in tile best interest to do so.

10) The Contractor shall provide the City of Santa Fe detailed invoices for hourly reimbursements of security services provided. The hourly costs will be based upon the Contractors successful bid which included all related costs and applicable taxes for each level of guards required. Unless otherwise required by the City of Santa Fe, Contractor shall provide invoices on a bi-weekly basis, City of Santa Fe will provide payment on a monthly basis.

11) All security personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.

12) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City of Santa Fe.

13) Weapons (as required):

a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security personnel (Level Ill security personnel) at the City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Individuals at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualification, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.

14) Special Provisions:

a) Temporary Removal of Security Personnel Posing an Imminent Threat. Supervision and/or the City of Santa Fe, or designated representative at locations where security personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who poses an

imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City of Santa Fe. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City of Santa Fe deems appropriate. Temporary removal of security personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

b) Permanent Removal of Guard Personnel. The City of Santa Fe reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet contract and/or City of Santa Fe standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City of Santa Fe instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.

c) The City has the right to approve/disapprove any security personnel. Contractor shall immediately transfer/remove security personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

15) Personnel Records: These records shall be available for inspection by the City of Santa Fe to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

16) Security personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8-hour period prior to a scheduled shift is strictly prohibited.

17) Security personnel will be expected to maintain a clean work area, including facilities that they use. Security personnel will maintain cleanliness throughout their shift.

18) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City of Santa Fe (such as, but not limited to, 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.

19) Security personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

II. Facility Profiles includes but is not limited to the following locations:

I. **Genoveva Chavez Community Center**
   A. Unarmed Guard – Level 1
      1. Monday – Thursday: 2:30pm – 10:30pm
      2. Friday and Saturday: 12:00pm – 8:30pm
      3. Sunday: 10:00am – 6:30pm

II. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

III. **South Side Library**
   A. Unarmed Guard – Level 2
      1. Monday – Wednesday: 10:00am – 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

IV. **La Farge Library**
   A. Unarmed Guard – Level 2
      1. Monday - Wednesday: 10:00am - 8:00pm
      2. Thursday – Saturday: 10:00am – 6:00pm
      3. Sunday: 1:00pm – 5:00pm

V. **Midtown Santa Fe**
   A. Unarmed Mobile Guard – Level 2
      1. 7-Days per Week: 24-Hours per Day
   B. Armed Guard – Level 3
      1. 7-Days per Week: 4:00pm – 8:00am

VI. **Parking Mobile Patrol**

A. Unarmed Mobile Guard – Level 1

1. 7-Days per Week: 9:30pm – 1:30am

VII. **Municipal Court**

A. Armed Guard – Level 3

1. Monday – Friday: 7:30am – 5:00pm

VIII. **Santa Fe Regional Airport**

A. Unarmed Guard – Level 1

1. 7-Days per Week: 7:00pm – 12:00am

B. Armed Guard – Level 3

1. 7-Days per Week: 4:30am – 7:00pm

IX. **Santa Fe Trails**

A. Unarmed Guard – Level 1

1. Monday – Friday: 5:30 am – 9:30am

X. **Santa Fe Railyard**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 4:00pm – 12:00am

XI. **Santa Fe Plaza**

A. Armed Mobile Guard – Level 3

1. 7-Days per Week: 24-Hours per Day

III. Services

1. Contractor shall provide unarmed and armed security services, as specified by each location, in and around City of Santa Fe facilities. Contract security personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:
   a. Entry and egress access control;
   b. Roving patrols of interior and exterior building areas, including parking facilities as applicable;
   c. Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
   d. Provide initial response to security incidents;
   e. Assist with fire drills/evacuation drills;
   f. Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
   g. Visitor and building employee identification verification;

h. Incident and daily operating reports;
i. Monitoring and responding to building intrusion detection systems;
j. Monitoring alarms and fire detection equipment;
k. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
l. Other specific tasks as required, as specified in post orders or by site-location manager.

2. Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City of Santa Fe and Contractor. A GPS-based monitoring system is strongly preferred. Security personnel 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 within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.

3. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:
   a. Cover City of Santa Fe Security Management responsibilities as needed.
   b. Provide on call services 24rl for City of Santa Fe; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.
   c. Coordinate the security coverage for all City of Santa Fe security requests.
   d. Develop a training program and coordinate all training requirements for security personnel assigned to this account-and update the program on a regular basis.
   e. The Account Manager must be able to effectively deal with a variety of personality types in public situations.
   f. Maintain security records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
   g. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
   h. Review all safety issues and security documentation prepared and/or provided by security personnel.
   i. Know how to perform every position and provide training for these positions to subordinates.
   j. Perform other duties as assigned.

4. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be

prepared in cooperation with the City of Santa Fe prior to the commencement of the contract. Final Post Orders shall be provided to the City of Santa Fe for review and approval 30 calendar days after first date of service. All security personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City of Santa Fe's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and City of Santa Fe annually.

5. Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, 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.

IV. Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security personnel assigned to the City of Santa Fe.

2. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.

3. Design a specific course of training for each position based on written post orders.

4. Provide training that includes the following:

   a. Safety
   b. Building/facility familiarization including a detailed tour of all sites, functions, and facilities
   c. Knowledge of a security personnel's limit of authority
   d. Knowledge of job duties
   e. Access control
   f. Public relations
   g. Patrol techniques
   h. Responding to bomb threat situations
   i. Fire prevention and control and the use of fire extinguishers
   j. Communication training including verbal judo
   k. Employee rights, responsibilities, and expectations

l. Workplace violence and conflict resolution
m. Reporting procedures for incidents, personal injury, and property damage
n. Dealing effectively with the homeless and mentally ill
o. Exclusion policies
p. Lost and found procedures
q. CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City of Santa Fe) within four (4) months of hire
r. ADA training
s. Radio procedures and protocols
t. Grooming and uniform appearance
u. Defense tactics, handcuff procedures
a. De-escalation training

5. Contractor is "encouraged" (but not required) to provide training that includes the following:

a. Crowd psychology, control, and management;
b. Limited force ejection techniques;
c. Drug and alcohol awareness training.

6. Any security personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:

a. Security Identification Display Area (SIDA)/Secured Area Badge Application;
b. Complete and pass a Criminal History Records Check and Security Threat Assessment;
c. Complete online and in-person SIDA/Secured Area Training;
d. Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.

7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8. Whenever a new security personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security personnel.

V. Uniforms and Equipment

1. All security personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
2. All security personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with

NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.

3. Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security personnel is on official duty or in transit between their residence and post location.
4. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
5. Equipment to be utilized by security personnel shall be provided by the contractor, unless agreed to by the City.

Exhibit B – Unit Rate Schedule

Item	Unit Price	Total
Level 1 Security/Patrol Officer	Hour	$25.56
Level 2 Security/Patrol Officer	Hour	$28.28
Level 3 Security/Patrol Officer	Hour	$32.56
Level 1 Bilingual Security Officer	Hour	$28.40
Level 2 Bilingual Security Officer	Hour	$31.18
Level 3 Bilingual Security Officer	Hour	$35.52
Level 1 Customer Care Security Officer	Hour	$29.82
Level 2 Customer Care Security Officer	Hour	$32.63
Level 3 Customer Care Security Officer	Hour	$37.00
Level 3 Supervisor	Hour	$37.00
Level 3 Account Manager	Hour	$49.81
Sedan (Toyota Corolla, or similarly equipped)	Hour	$6.61
SUV (Toyota Rav4 AWD Hybrid, or similarly equipped)	Hour	$12.83
Smart Phone with HELIAUS ®	Monthly, each	$175.00
Level 1 Security/Patrol Officer Overtime/Holiday	Hour	$38.34
Level 2 Security/Patrol Officer Overtime/Holiday	Hour	$42.42
Level 3 Security/Patrol Officer Overtime/Holiday	Hour	$48.84
Level 1 Bilingual Security Officer Overtime/Holiday	Hour	$42.60
Level 2 Bilingual Security Officer Overtime/Holiday	Hour	$46.77
Level 3 Bilingual Security Officer Overtime/Holiday	Hour	$53.28
Level 1 Customer Care Security Officer Overtime/Holiday	Hour	$44.73
Level 2 Customer Care Security Officer Overtime/Holiday	Hour	$48.95
Level 3 Customer Care Security Officer Overtime/Holiday	Hour	$55.50
Level 3 Supervisor Overtime/Holiday	Hour	$55.50
Level 3 Account Manager Overtime/Holiday	Hour	n/a