

# Memorandum



## Buckman Direct Diversion

**Date:** July 29, 2024  
**To:** Finance Department  
**From:** Monique Maes, Contracts Administrator  
**Via:** Rick Carpenter, Facilities Manager  
Eric Armstrong, BDD Automation Security Administrator  
**Re:** Amendment 1 to the agreement with Condor-New-Age-Logistics, LLC

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### Item and Issue

Request for processing of amendment 1 to the agreement with Condor-New-Age-Logistics, LLC. in an amount not to exceed \$70,000.00 plus NMGRS for security services through September 30, 2025.

### Background

On July, 11, 2024 the BDDB approved amendment 1 with Condor Security Services. On July 23, 2024 John Blair granted approval of this Retroactive Amendment.

Services will be provided until September 30, 2024. BDD explored alternative options to lower the operating cost for security services. Condor will provide security services until the end term date, seven days a week Monday through Sunday from 5:00 to 6am. Budget is available in the current year operating budget.

Org/Obj: 8000801.510310

PL: BDD7400

Contract #3204443

### Action:

Please process and route.



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506



Item#  
Munis Contract # 320443  
Original Contract Item # 23-0579  
SWPA # 20-00000-22-000049

**AMENDMENT NO. 1 TO THE  
BUCKMAN DIRECT DIVERSION BOARD  
GENERAL SERVICES AGREEMENT WITH  
CONDOR-NEW AGE LOGISTICS, LLC  
ITEM #23-0579**

This AMENDMENT No. 1 ("Amendment") amends the Buckman Direct Diversion Board General Services Agreement, dated September 3, 2023 ("Agreement"), between the Buckman Direct Diversion Board ("BDDDB") and Condor-New Age Logistics, LLC. ("Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB and Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide security services for the Buckman Direct Diversion Facilities.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDDB and Contractor agree as follows:

**1. COMPENSATION.**

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of Seventy Thousand Dollars (\$70,000.00), so that Article 3, paragraph A reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed Two Hundred Twenty-Three Thousand One Hundred Eighty-Four Dollars (\$223,184.00) plus New Mexico Gross Receipts tax.

2. **TERM.**

Article 5 of the Agreement is hereby amended to extend the term of the Agreement to September 30, 2024.


3. **CONTRACT 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 to the Agreement as of the dates set forth below.

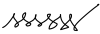
**[Signature Page Follows]**

BUCKMAN DIRECT DIVERSION BOARD:

  
Carol Romero-Wirth BDDDB Chair

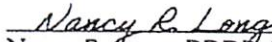
DATE: 7/11/24

ATTEST:



Geraldyn Cardenas, CITY CLERK  
XIV


APPROVE AS TO FORM:

  
Nancy R. Long, BDDDB Attorney

APPROVED FOR FINANCES:

  
ALEXIS LOTERO (Aug 23, 2024 17:07 MDT)  
Emily Oates, FINANCE DIRECTOR  
Assistant Finance Director

CONDOR -NEW AGE LOGISTICS, LLC:

  
NAME

Managing Partner  
TITLE

DATE: 07/19/2024  
CRS#

Registration #

# Memorandum



Buckman Direct Diversion

Date: July 16, 2024  
To: John Blair, City Manager  
From: Monique Maes, BDDDB Contracts Administrator  
Via: Rick Carpenter, Facilities Manager  
Jonathan Montoya, Interim Facilities Manager  
Jesse Roach, Water Division Director  
John Dupuis, Public Utilities Department Director  
Re: Amendment 1 to the agreement with Condor-New-Age-Logistics, LLC

  
MM

  
RC

  
JM

  
JR

  
JD

## Item and Issue

Request for retroactive approval of amendment 1 to the agreement with Condor-New-Age-Logistics, LLC. in an amount not to exceed \$70,000.00 plus NMGR for security services. The contract for security services expired on June 30, 2024.

## Background

On September 3, 2023 the BDDDB approved a General Services contract with Condor Security Services with an end term date of the contract as June 30, 2024. On June 18, 2024, Condor Security Services submitted their quote for FY2025. Despite timely submission, the contract extension was not approved before the expiration date, necessitating this retroactive approval request.

On July 11, 2024, the BDDDB approved the following: Request for approval of Amendment 1 with Condor-New-Age-Logistics, LLC, in an amount not to exceed \$70,000.00, plus NMGR, for security services through September 30, 2024.

Several issues and discrepancies with Condor's Invoices on overtime and billing amounts is currently being reviewed. Also, the Buckman Direct Diversion (BDD) is currently exploring the establishment of an internal security position, which would eliminate the need for an external security services contract. Consequently, we plan to maintain the Condor Security Services contract only until the end of September 2024. Funding for the remainder of this amendment is available in our current operating budget FY25.

The need for retroactive approval is justified based on the following exceptional circumstances as outlined from the City of Santa Fe Procurement Manual 2020, Page 29, Item T, **Retroactive Approval for a contract or contract amendment**,

Isolated Incident: The services performed without prior approval were not due to repeated mistakes or willful misconduct by anyone at BDD. The oversight in timely approval is an isolated incident.

Critical Need: Failure to obtain retroactive approval will prevent the BDD from fulfilling its obligations, thereby compromising BDD security services.

Commitment to Accuracy: Condor Security Services has expressed their commitment to addressing the discrepancies. They are actively working to correct the identified issues and ensure accurate billing.





Good Faith Agreement: The Requesting Department requested Condor to continue their services in good faith, with the understanding that the necessary approvals would follow, ensuring that the contractor would be compensated for their services.

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule. This request meets the conditions set forth in the manual, which include:

- The services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- The failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- The Requesting Department provides to the City Manager a written, factual explanation of the matters described above, signed by the department director;
- The Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services.

### **Request**

In light of the above points and to ensure the continuation of essential security services until the end of September 2024, I respectfully request retroactive approval for the contract extension with Condor Security Services, effective from July 1, 2024. This approval will allow us to resolve the billing discrepancies and finalize the contract terms for the remaining period.

Thank you for your prompt attention to this matter. Should you require any further information or clarification, please do not hesitate to contact me.

Org/Obj: 8000801.510310

PL: BDD7400

Contract #3204266

### **Action:**

Staff recommends approval for Retroactive contract. If denied please provide a reason.

Approved by:

John Blair  
John Blair (Jul 23, 2024 14:30 MDT)

Jul 23, 2024

John Blair, City Manager

Date

Signature: Monique Maes  
Monique Maes (Jul 16, 2024 14:11 MDT)  
Email: mmmaes@santafenm.gov

Signature: Jonathan Montoya  
Jonathan Montoya (Jul 16, 2024 14:13 MDT)  
Email: jmmontoya@santafenm.gov

Signature:   
John Dupuis (Jul 17, 2024 13:21 MDT)  
Email: jedupuis@santafenm.gov

Signature:   
Rick Carpenter (Jul 18, 2024 13:58 MDT)  
Email: rrcarpenter@santafenm.gov

Signature:   
Email: jdroach@santafenm.gov












# Retroactive approval for Condor

Final Audit Report

2024-07-19

Created:	2024-07-16
By:	Monique Maes (mmaes@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGIRCXRUAaBQZpzFUBVBsQE7Crfa1AZdVN

## "Retroactive approval for Condor" History

-  Document created by Monique Maes (mmaes@santafenm.gov)  
2024-07-16 - 8:08:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Monique Maes (mmaes@santafenm.gov) for signature  
2024-07-16 - 8:10:50 PM GMT
-  Document emailed to rrcarpenter@santafenm.gov for signature  
2024-07-16 - 8:10:51 PM GMT
-  Document emailed to jmmontoya@santafenm.gov for signature  
2024-07-16 - 8:10:51 PM GMT
-  Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature  
2024-07-16 - 8:10:51 PM GMT
-  Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature  
2024-07-16 - 8:10:52 PM GMT
-  Document e-signed by Monique Maes (mmaes@santafenm.gov)  
Signature Date: 2024-07-16 - 8:11:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Email viewed by jmmontoya@santafenm.gov  
2024-07-16 - 8:11:36 PM GMT- IP address: 104.47.65.254
-  Signer jmmontoya@santafenm.gov entered name at signing as Jonathan Montoya  
2024-07-16 - 8:13:22 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Jonathan Montoya (jmmontoya@santafenm.gov)  
Signature Date: 2024-07-16 - 8:13:24 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document e-signed by John Dupuis (jedupuis@santafenm.gov)  
Signature Date: 2024-07-17 - 7:21:09 PM GMT - Time Source: server- IP address: 73.26.153.70



Powered by  
Adobe  
Acrobat Sign





Email viewed by rrcarpenter@santafenm.gov

2024-07-18 - 7:58:06 PM GMT- IP address: 174.231.18.57



Signer rrcarpenter@santafenm.gov entered name at signing as Rick Carpenter

2024-07-18 - 7:58:42 PM GMT- IP address: 174.231.18.57



Document e-signed by Rick Carpenter (rrcarpenter@santafenm.gov)

Signature Date: 2024-07-18 - 7:58:44 PM GMT - Time Source: server- IP address: 174.231.18.57



Email viewed by Jesse Roach (jdroach@santafenm.gov)

2024-07-19 - 6:19:21 PM GMT- IP address: 104.47.65.254



Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2024-07-19 - 6:19:33 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2024-07-19 - 6:19:33 PM GMT



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Adobe  
Acrobat Sign

# BUCKMAN DIRECT DIVERSION PROCUREMENT CHECKLIST



Contractor Name: Condor New age Logistics

Procurement/contract Title: Security Servies

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☒

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt:

☐ Small Purchase (Contract Under \$60,000) ☐ Other: \_\_\_\_\_

Requesting Department: Buckman Direct Diversion Staff Name: Monique Maes

## Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of <a href="http://horizonsofnewmexico.org/services.html">horizonsofnewmexico.org/services.html</a> (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Monique Maes, Contract Admin

Department Point of Contact Title

Date

Aug 5, 2024

Department Director

Date

Aug 21, 2024

Chief Procurement Officer

Date

ITT Representative

Title

Date

CoSF

Version 3 12.1.2023





# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204443 Procurement # (RFP/ITB# If any):                     

Contractor: CONDOR-NEW AGE LOGISTICS, LLC

Procurement Method/Vehicle: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☒

Description/Title: SECURITY SERVICES

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☒

Term Start Date: 07012024 Term End Date: 09/30/2024 Total Contract Amount:                     

☐ Approved by Council (If over the City Manager's approval threshold you must go through GB)                     

Contract / Lease:                     

1.b Amendment #: 1 to the Original Contract/Lease #                     

Increase/(Decrease) Amount \$: \$70,000.00

Extend Expiration Date to: 09/30/2024

☐ Approved by Council (If the original went through GB all amendments must go through GB regardless of the amendment reason) Date:                     

Amendment is for: EXTEND TERMS AND INCREASE COMPENSATION

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

23-0579 \$153,184.00

### 3. Procurement History:

                     Aug 21, 2024

Purchasing Officer Review:                      Date:                     

Comment & Exceptions: Retro approval. Approved memo attached.

### 4. Funding Source:                      Org / Object: 8000801.510310

                     Aug 20, 2024

Budget Officer Approval:                      Date:                     

Comment & Exceptions:                     

### 5. Grant History (if applicable):

Grants Administrator Approval:                      Date                     

Staff Contact who Completed This Form: Monique MAES Phone #: 505-955-4508

To be recorded by City Clerk:                      Email: mmmaes@SantaFeNM.us

Clerk #                     

Date of Execution:                     

ITT Representative (attesting that all information is reviewed)

Title

Date

# Memorandum



## Buckman Direct Diversion

Date: July 11, 2024  
To: Buckman Direct Diversion Board  
From: Monique Maes, Contracts Administrator  
Via: Rick Carpenter, Facilities Manager  
Re: Security Services with Condor-New-Age-Logistics, LLC.

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### ITEM AND ISSUE

Request for approval of Amendment 1 with Condor-New-Age-Logistics, LLC. in an amount not to exceed \$70,000.00, plus NMGR, for security services through September 30, 2024.

### BACKGROUND

On September 3, 2023 the Buckman Direct Diversion BDD approved a general services contract with Condor Security Services for FY24. Due to an increase in their billing, additional compensation must be added to this contract, extending the annual term to end on September 30, 2024.

BDD is exploring alternative options to lower the operating cost for security services. Condor Security provides security services 7 days a week Monday through Sunday from 5:00pm to 6:00am to the facility to include conducting patrols, reporting suspicious activity and ensuring the BDD corridor is secure.

### ACTION:

Staff Recommends approval and processing of this contract. Funding is available up to an amount up to \$70,000.00 plus tax. Funding is available in the FY25 operating budget.

ORG/OBJ: 8000801.510310

PL: BDD7400

Condor: 3204266

Approved by BDDB July 11, 2024

Carol Romero-Wirth, BDD Chair



Buckman Direct Diversion 341 Caja del Rio Santa Fe, NM 87506





## City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

## BUSINESS REGISTRATION

**Business Name:** CONDOR SECURITY OF AMERICA, INC.  
DBA: CONDOR SECURITY OF  
AMERICA, INC.

**Business Location:** 1020 MERRILL ST STE. 2010  
SALINAS, CA 93905

**Owner:** CONDOR SECURITY OF AMERICA, INCL.

**License Number:** 232935

**Issued Date:** May 23, 2024

**Expiration Date:** May 23, 2025

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

CONDOR SECURITY OF AMERICA, INC.  
1020 MERRILL ST STE. 2010  
SALINAS, CA 93905

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 TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**





CONDSEC-02

LGLYNN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2024

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

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

<b>PRODUCER</b> License # 0767776 HUB International Insurance Services Inc. 648 W Cromwell Avenue Suite 101 Fresno, CA 93711	<b>CONTACT</b> Lisa Glynn	
	<b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL</b> Address: lisa.glynn@hubinternational.com	
<b>INSURED</b>  Condor Security of America Inc. 1522 Constitution Blvd. #112 Salinas, CA 93905	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Summit Specialty Insurance Company	16889
	<b>INSURER B:</b> Security National Insurance Company (Am Trust)	19879
	<b>INSURER C:</b> Southern Insurance Company	19216
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC OTHER:		SCGL005000005802	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		SPP181188301	1/13/2024	1/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		SXCS005000010202	1/13/2024	1/13/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	OWC1010169	1/13/2024	1/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Buckman Direct Diverslon  
PO Box 809  
Santa Fe, NM 87604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:  
8 Vendors**

Number: 20-00000-22-00049

Amendment No.: Two

Term: June 29, 2022 - June 28, 2025

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local  
public bodies allowed by law.

Procurement Specialist: Susan Inman

Telephone No.: (505) 795-5551

Email: susan.inman@gsd.nm.gov

SI

**Invoice:**  
As Requested

**Title: Security Guard Services**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 29, 2024 to June 28, 2025 at the same price, terms and conditions.**

**Update Vendor Information as follows:**

**From:**  
**(AC) 0000167323**  
**Condor Security of America, Inc.**  
**1522 Constitution Blvd., Suite 112**  
**Salinas, CA 93905**  
**(800) 672-6057**  
**gregory@condorsecurity.com**

**To:**  
**(AI) 0000180820**  
**Condor – New Age Logistics, LLC.**  
**1020 Merrill Street, Suite 2010**  
**Salinas, CA 93901**  
**(800) 306-1150**  
**gregory@condorsecurity.com**

**Include Price Increases for Vendor (AI) Condor – New Age Logistics for Albuquerque, Santa Fe, and Las Cruces – for Contract Year 3, see page 2 for details.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Dorothy Mendonca*  
Dorothy Mendonca  
New Mexico State Purchasing Agent

Date: 6/10/2024

**Company Name:** (AD) Condor – New Age Logistics, LLC.

**Location:** Albuquerque, Santa Fe, and Las Cruces

Regular Hours	Contract Year 3 Hourly Rate
<b>Level 1</b>	<b>\$28.46</b>
<b>Level 1 Supervisor</b>	<b>\$30.59</b>
<b>Level 2</b>	<b>\$30.14</b>
<b>Level 2 Supervisor</b>	<b>\$32.39</b>
<b>Level 3</b>	<b>\$36.35</b>
<b>Level 3 Supervisor</b>	<b>\$39.07</b>
<b>Holiday Hours*</b>	
<b>Level 1</b>	<b>\$42.68</b>
<b>Level 1 Supervisor</b>	<b>\$45.89</b>
<b>Level 2</b>	<b>\$45.20</b>
<b>Level 2 Supervisor</b>	<b>\$48.58</b>
<b>Level 3</b>	<b>\$54.53</b>
<b>Level 3 Supervisor</b>	<b>\$58.61</b>

State of New Mexico  
General Services Department  
Purchasing Division  
Statewide Price Agreement #: 20-00000-22-00049

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**Awarded Vendors:**

(AA) 0000127848  
Aarrowhead Security DBA Vet-Sec Protection Agency  
7206 N. 56th Ave.  
Glendale, AZ 85301  
(505) 208-2507  
[arufenacht@vetsec.com](mailto:arufenacht@vetsec.com)

Delivery: 4010 Carlisle Blvd. Suite A, Albuquerque  
NM 87108

(AB) 0000053193  
ADC LTD NM  
2100 Air Park Rd. SE, Suite 120  
Albuquerque, NM 87106  
(505) 322-2578  
[adcbusiness@adcltdnm.com](mailto:adcbusiness@adcltdnm.com)

Delivery: F.O.B. Destination

(AC) 0000167323  
Condor Security of America, Inc.  
1522 Constitution Blvd., Suite 112  
Salinas, CA 93905  
(800) 672-6057  
[gregory@condorsecurity.com](mailto:gregory@condorsecurity.com)

Delivery: As requested

(AD) 0000133020  
Desert Wolf Security, Inc.  
5901 Wyoming Blvd. NE, Suite J-289  
Albuquerque, NM 87109  
(505) 797-0102  
[info@desertwolfsecurity.com](mailto:info@desertwolfsecurity.com)

Delivery: At location requested by agency

(AE) 0000042816  
Securitas Security Services USA, Inc. DBA Securitas, Inc.  
File 57220  
Los Angeles, CA 90074-7220  
(303) 591-2333  
[austin.crain@securitasinc.com](mailto:austin.crain@securitasinc.com)

Delivery: 30 days, or less

(AF) 0000146903  
Servexo DBA Servexo Protective Services  
1515 W. 190th St., Suite 170  
Gardena, CA 90248  
(323) 300-5023  
[procurement@servexousa.com](mailto:procurement@servexousa.com)

Delivery: N/A

**BUCKMAN DIRECT DIVERSION BOARD  
GENERAL SERVICES AGREEMENT  
WITH CONDOR - NEW AGE LOGISTICS, LLC**

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board, ("BDDDB"), and Condor – New Age Logistics, LLC. ("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 BDDDB. New products and services shall not be added to the Products and Services Schedule.

B. "You" and "your" refers to Condor - New Age Logistics, LLC. "We," "us" or "our" refers to the BDDDB and whose accounts are created under this Agreement.

**2. Scope of Work**

A. Contractor shall provide security services for the Buckman Direct Diversion Facilities ("BDD Facilities") as described in Exhibit A, attached hereto.

**3. Compensation**

A. The BDDDB shall pay to Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: Security Services	Price per hour
\$ 141,088.78 (budgeted amount)	\$39.79 REG
\$ 6,268.50 (OT estimate)	\$59.69 OT/ Holiday
\$ 5,826.72 (fuel estimate)	

The total Compensation under this Agreement shall not exceed One Hundred Fifty-Three Thousand One Hundred Eighty-Four Thousand Dollars (\$153,184.00) plus New Mexico gross receipts tax.

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

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



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 BDDDB shall determine if the product or services provided meets specifications. Until the products or services have been accepted in writing by the BDD, the BDDDB shall not pay for any products or services. Unless otherwise agreed upon between the BDDDB and Contractor, within thirty (30) days from the date the BDDDB receives written notice from Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the BDDDB shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the BDDDB 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 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 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 Contractor's designated mailing address. Payment on each invoice shall be due within thirty (30) days from the date of the acceptance of the invoice. The BDDDB agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

C. Contractor certifies that its employees and subcontractors, who might be required to be on-site at any of the BDD Facilities, have received specific, adequate and appropriate training in order to perform assigned tasks and to be in possession of all current licenses and/or certifications that are required to perform the work. Contractor is required to instruct all its employees or subcontractors, who might be required to be on-site at any of the BDD Facilities, to complete up to four generalized work safety training sessions. Trainings will be provided by the Buckman Direct Diversion's safety and training staff and can be conducted on-line. Each of Contractor's employees and subcontractors must complete all the assigned training sessions prior to initiating work on-site at any of the BDD Facilities.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE BDDDB. This Agreement shall begin on date approved by the BDDDB, and end on June 30, 2024. The BDDDB reserves the right to renew the Agreement on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The BDDDB reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the BDDDB, if Contractor fails to meet the provisions of this contract

thirty (30) days of receiving or sending the Notice of Termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY 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 BDDDB proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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**

Contractor, and Contractor's agents and employees, are independent Contractors for the BDDDB and are not employees of the BDDDB. Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of BDDDB vehicles, or any other benefits afforded to employees of the BDDDB as a result of this Agreement. Contractor acknowledges that all sums received hereunder are personally reportable by Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. Contractor agrees not to purport to bind the BDDDB unless Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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 BDDDB.

11. **Subcontracting**

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the BDDDB. 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 BDDDB.

12. **Non-Collusion**

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

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

20. **Conflict of Interest**

A. 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. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. 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 BDDB relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the BDDB 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 BDDB and notwithstanding anything in the Agreement to the contrary, the BDDB 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 BDDB reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the BDDB, adequately serving the needs of the BDDB.

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

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**

Contractor's liability to the BDDB, for any cause whatsoever shall be limited to the purchase price paid to Contractor for the products and services that are the subject of the BDDB's, claim. The foregoing limitation does not apply to Paragraph 25 of this Agreement or to damages resulting from personal injury caused by 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 BDDB response to questions); (2) Contractor's best and final offer; and (3) 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) Contractor's best and final offer if such has been made and accepted by the BDDB; and (5) Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

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 Agreement is for the purchase of services, the following terms shall apply.

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

**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.** Contractor shall maintain the above insurance for the term of this Agreement and name the BDDDB as an additional insured 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.

**34. Impracticability 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.** Contractor shall defend, at its own expense, the BDDDB 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 BDDDB based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, Contractor agrees to reimburse the BDDDB for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the BDDDB shall:



C. Contractor shall provide immediate written notice to the BDDDB if, at any time during the term of this Agreement, Contractor learns that 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 Contractor's responsibility and ability to perform under this Agreement. Failure of 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 Agreement, 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 Agreement, Contractor must provide immediate written notice to the BDDDB. If it is later determined that Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the BDDDB may terminate this Agreement for cause. Further, the City of Santa Fe or the BDDDB may suspend or debar Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the BDDDB.

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

The BDDDB may, without cause, order Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the BDDDB 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 Paragraph 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

**BUCKMAN DIRECT DIVERSION BOARD:**

**CONTRACTOR:**

Condor – New Age Logistics, LLC.

Anna Hamilton  
BDDDB Chair, Anna Hamilton

DATE: 09/03/2023

ATTEST:  
[Signature]  
COUNTY CLERK

See Attached  
NAME

TITLE

DATE:

CRS#

Registration #

ATTEST:

[Signature]  
Geraldyn Cardenas (Oct 2, 2023 14:03 MDT)  
CITY CLERK XIV

APPROVE AS TO FORM:

Nancy R. Long  
Nancy R. Long  
BDDDB ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Oct 2, 2023 14:00 MDT)  
FINANCE DIRECTOR

8000801.510310  
Org. Name/Org.#



**BUCKMAN DIRECT DIVERSION BOARD:**

\_\_\_\_\_  
BDDDB Chair, Anna Hamilton

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVE AS TO FORM:

Nancy R. Long  
Nancy R. Long  
BDDDB ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
FINANCE DIRECTOR

\_\_\_\_\_  
Org. Name/Org.#

**CONTRACTOR:**

Condor – New Age Logistics, LLC.

Miguel Alvarado  
NAME

Managing Partner  
TITLE

DATE: 9-6-23

CRS# 03583676068

Registration # 232935




# 24-0546 Condor Security

Final Audit Report

2024-09-04

Created:	2024-09-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApFzLMJyJdYWNi7A-JloEfXWt6jnYtRID

## "24-0546 Condor Security" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2024-09-04 - 5:19:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-09-04 - 5:22:03 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-09-04 - 5:24:27 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
Signature Date: 2024-09-04 - 5:24:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
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