



City Purchasing Division  
Ronald M. Caviggia, Director

April 22, 2014

Mr. Dan Swindall  
President/CEO  
Blackstone Security Services, Inc.  
2400 W. Dunlap Ave., Suite 225  
Phoenix, AZ 85021

Re: Notice of Award  
City of Gallup Attested Contract Documents

Dear Mr. Swindall:

Attached please find attested signed copy of the award for Security Guard Services for the City of Gallup.

Your firm will commence service with the City of Gallup on midnight June 1, 2014.

The following main contacts are as follows:

- Vince Alonzo, Executive Director Parks and Recreation  
505-862-4933 cell
- Rick Snider, Exec. Dir. Gen. Svcs.  
210-888-0848 cell  
505-863-1292 work
- Anslan Jake, Parks Superintendent  
505-862-2242 cell
- Ben Welch, Red Rock Park  
Recreation Director/Special Events  
505-870-2415 cell
- Red Rock Park Office – 505-722-3839
- Pete Becenti, Jr., Parks Supervisor  
505-863-1337 work
- Steve Heil, El Morro Theater - 505-726-0050  
(505) 721-9371 cell
- Joann M. Schmaltz, Facility Manager  
505-862-1866 cell  
505-726-2616 work

Re: Notice of Award  
City of Gallup Attested Contract Documents  
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We look forward working with you on our Security Guard Services. If you have any questions please do not hesitate to call me.

Sincerely,

*Ronald M. Caviggia*

Ronald M. Caviggia  
Purchasing Director  
City of Gallup, New Mexico  
(505) 863-1235 Office  
(505) 870-2082 Cell

Encl/as

Cc: Bid File  
Vince Alonzo, Exec. Director Parks & Rec.  
Anslan Jake, Parks Superintendent  
Ben Welch, Red Rock Park  
Recreation Director/Special Events  
Pete Becenti, Jr, Parks Supervisor  
Steve Heil, El Morro Theater

## **AGREEMENT**

This agreement, entered into the 1<sup>ST</sup> day of JUNE, 2014 by and between Blackstone Security Services, Inc. herein called **Contractor** and the City of Gallup, a municipal corporation, herein called **City**.

### **1. SCOPE OF WORK:**

The Contractor shall provide:

A. The Contractor shall perform security guard services at City Hall. Additional services may be required at the following designated location(s):

1. City Hall, 110 West Aztec Ave., Gallup, NM 87301
2. El Morro Theatre, 207 West Coal Ave., Gallup, NM 87301
3. Veterans Park Complex (Ford Canyon), 1007 E. Buena Vista Ave., Gallup, NM 87301
4. Sports Complex, 925 Park Ave., Gallup, NM 87301
5. Red Rock Park, 5757 Red Rock Park Drive, Gallup, NM 87301

B. The Contractor shall perform all necessary duties, at the designated location(s).

1. The Contractor to provide uniformed, unarmed (unless otherwise requested), and badged security guard as directed by Manager of the facility, at the hours and times as may be scheduled by the City.
2. The Guard(s) shall check in with the site Facility Manager upon arrival and obtain any special instructions.
3. The Guard(s) shall provide general security services, including checks for Alcohol, Smoking, Drugs or other Illegal Activities and escort violators off the premises and/or call police.
4. In addition, Contractor shall provide reports for incidents that may occur while on duty.

C. Dates and Times of Service

1. Security Guards II will report to City Hall 110 West Aztec, Gallup, NM at 7:45 a.m. and depart at 5:15 p.m. with a staggered one hour lunch, totaling 8 ½ hours daily, Monday through Friday, except holidays and weekends, approximately

5. A normal work schedule for City Hall is Monday through Friday, no less than eight and one-half (8 ½) hour shifts, except weekends and holidays. Other schedules for other facilities may be required by the City of Gallup, in these cases, the selected Contractor must meet the city's needs (more or less than (8 1/2) hour shifts. In addition, week days and/or twenty-four hour, seven day(s) a week schedules may be required at some time during this contract. Security Guards shall not be allowed to work more than ten (10) consecutive hours per shift.
  6. Security Guards to be assigned must be fluent in the English language. Bi-Lingual languages are advantages to this contract.
  7. Contractor must provide certification of any replacement/new security guards prior to assigning such guards to any City of Gallup facility(ies).
  8. Contractor shall be a company engaged in the business of providing security guard service for a minimum of one (1) year. Contractor must be agency licensed, bonded by the State of New Mexico that regulates this type of work and shall be in good standing with the NM Department of Public Safety and having current licenses and permits for all security guard personnel as mandated by local state and federal requirement.
  9. Contractor must submit satisfactory proof of their necessary licensing and bonding to certify that their agency is in good standing with the State authority. Contractor shall also be required to provide proof of proper licensing for all security guards to be assigned to provide security guard service to the City of Gallup and its facilities. Contractor must provide certification of any replacement/new security guards prior to assigning such guards to any City facility(ies).
- The Contractor shall submit three (3) references which shall include name, point of contact, telephone number, and dates services were performed.
10. It shall be the responsibility of the contract to meet all applicable federal and/or state laws and safety requirements while engaged in providing security guard services to any designated city of Gallup facility(ies).
  11. Neither the contractor nor his/her employees engaged in providing security guard service(s) to the City of Gallup facilities shall be considered employees of the City of Gallup. Furthermore, the Contractors' Employees are not entitled to use of certain facilities and/or equipment (ie., City Fleet Units, All Terrain Vehicles, Golf Carts, Telephones, Computers, Employee Lounges, etc.) Any facilities and/or equipment abuse shall not be tolerated under any circumstances.

12. It shall be the responsibility of the awarded contractor to meet with each City Department requesting security guard service(s) to determine the needs of the department. The Contractor in conjunction with each individual department shall develop requirements for that department, approved by each respective department, to be provided to each security guard respectively. The Contractor shall provide proper orientation and training to the security guard(s) to be assigned to each department. The Contractor shall provide each security guard with a written list of the department's requirements prior to having the security guard report to their assigned location. Contractor shall demonstrate due diligence to keep the same designated security guards at the various sites for the duration of the contract. In the event, that new security guard(s) is/are assigned to a department the contractor must provide proper orientation and training. The department must be notified prior to sending over new/replacement Security Guard(s).
13. The method and manner of performance of security guard services and such undertakings shall be under the exclusive control of the contractor. The City shall have the right of inspection of appearance and performance of the security guard(s) on duty at the City of Gallup's discretion. All uniforms shall be pressed in a professional manner, with creases in the front and back of the pants as well as on the shirt sleeves left and right. Security Guards must be in full uniform for the duration of their assigned shift(s)
14. The security guard(s) on duty must all times, without exception, be courteous, exercise tact and diplomacy in their daily contact the Public and Staff. Disrespectful conduct will not be tolerated. Security guards must also show, at all times, a professional appearance and be in full uniform with pictured identification, proper sleeve patches and a security badge identifying him/her as a security guard (jeans and sandals/jogging shoes shall not be acceptable). The security guard on duty must be prepared at all times to show proof of his/her State certification /license upon request by a representative of the City of Gallup. The security guard(s) must patrol the entire complex assigned to them during his/her tour of duty. Security Guards reporting for duty without the aforementioned items and/or conducting themselves in an unprofessional manner shall be asked to leave the premises.
15. The Contractor shall be notified by the affected department representative and the Contractor shall be expected to provide a replacement guard within one (1) hour from this notification.
16. In the event that a scheduled security guard fails to appear for duty at his/her designated location the contractor upon notification by the department shall be

responsible to provide a back-up security guard within one (1) hour of notification.

17. The contractor shall be responsible to provide a means of communication to their security guard(s) providing security service(s) to the City of Gallup departments. The security guard(s) must be able to have the means to communicate with their assigned supervisor/manager and/or main office. The City of Gallup expects the assigned security guard to report to their supervisor/home office that they are at their respective posts. Failure of a security guard to call-in in a timely manner should automatically alert the supervisor/home office of the security guard(s) absence and arrangement should then be made to expediently send a replacement guard to the affected department. Communication equipment shall be used to report any incidents that may occur during their shift that may or may not need to be reported to the local police department. Means of communication will be by two-way radio, cellular telephone and/or other approved method of communication. A written incident report, acceptable to the City of Gallup shall be provided to the City of Gallup, Risk Manager on any and all minor/major incidents. All reports are to be provided within twenty-four (24) hours of incident occurring.
18. The contractor shall designate a Supervisor/Manager with a minimum of three (3) years' experience in managing security guard personnel to act as supervisor/manager of all security guards assigned to the different facilities of the City of Gallup. This supervisor/manager shall be responsible to conduct unscheduled site visits at least once a month to all locations of the City of Gallup to ascertain that security guards are performing their assigned duties. In addition, the Supervisor/Manager shall visit with each individual department representative to ascertain that the performance of the security guard(s) is/has been acceptable. The Supervisor/Manger shall provide the designated City of Gallup representative the names of all security guard personnel performing services for City of Gallup.
19. The contractor shall outline a clear chain of command for the submittal of complaints and shall designate a point of contact available to the City of Gallup 24/7.
20. Failure of the security guard to be at his/her designated post at the appropriate time, continuously sitting inside City designated locations/departments and/or his/her personal vehicle and not properly walking in an alert manner the different levels (floors) or perimeters of the facilities/grounds, sleeping while on duty, continuously on the phone and/or in deep/lengthy conversations with patrons/staff or others shall be interpreted by the City of Gallup as a substantial breach of contract by the contractor.

21. The City of Gallup may, for convenience and without cause and without prejudice to any other right or remedy, elect to abandon the project in whole or in part and terminate the agreement in the time specified in a written notice. Upon receipt of written notice, Contractor shall incur no further obligations in connection with the terminated work and, on the date set in the notice of termination; Contractor shall stop work to the extent specified. Contractor also shall terminate outstanding services as they relate to the terminated work. Contractor shall be paid for all work executed and any reasonable expense sustained. Exercise by the City of this termination for convenience provision shall not be deemed a breach of contract by the City.

22. The Contractor shall not be allowed to terminate this contract unless one of the following reasons presents itself: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; bankruptcy. Increase in the minimum federal rates, fuel costs market conditions will not be acceptable reasons for the contractor to terminate this contract.

23. The Service Contract is being awarded on a fixed rate for the duration of the Service Contract period. There are no escalation clauses in this Service Contract and no increase in rates will be allowed under this Service Contract during the contract period by the Contractor. Exception of Wage Rate Increases for the Gallup area by the State of New Mexico Legislature or a mandated Federal increase in the Wage Rates.

24. The period of the contract will begin on a date fixed on the Notice of Award through June 30, 2015. The City of Gallup at its option, reserves the right to extend this service contract for a period of three (3) additional years, after the expiration on June 30, 2015, in one (1) year increments if the performance of the service provide is satisfactory, terms, conditions and unit prices remain firm.

25. This is a proposal and offer by the Contractor to the City of Gallup and shall not be binding upon the City unless accepted and signed by City of Gallup.

#### 26. Contractor Equipment

1. Contractor to provide two-way radios for communication with emergency personnel and staff.

a. Two-way radio to be programmed with frequency for communication

b. Security guard equipment (baton, hand cuffs, rubber gloves, notebook, flashlight, pen, etc.)

**27. Contractor Uniforms**

1. Contractor's shall be required to submit, with their proposal, a picture or a sample of the standard uniform (uniform shirt, pants, hat) and formal attire uniform (blazer, shirt and pants) with proper sleeve patches, picture identification card, and security guard badge or patch 2 ½" x ½" on the left upper sleeve that the security guards shall be wearing while providing security guard services for the City of Gallup. NMSA 61-27B1 though 61-27B-26, Title 16, Chapter 48, Part 3, Subsection 16.48.3.12.

**28. City Personnel/Employees**

1. City Department shall provide a list of contact persons for each location/event.

**29. City Equipment**

1. The City shall provide traffic control devices if required.

**3. COMPENSATION:**

- A. In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City
  1. Security Guards Level I = \$13.80 hourly
  2. Security Guards Level II = \$14.00 hourly
  3. Security Guards Level III = \$14.20 hourly

The City shall pay only the following charges for service performed.

- B. Payment will be made on a monthly basis within 30 working days after receipt of undisputed itemized invoices from the Contractor.
- C. Invoices shall be itemized to include names, dates, and times, of those individuals who worked.
- D. New Mexico Gross Receipt Tax (NMGRT) shall be listed on the invoices as a separate line item.
- E. The City shall be responsible for NMGRT, but will not be a factor in award.
- F. The City of Gallup will not be responsible for payment if required information is absent on all service tickets or invoices.



**4. TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from May 1, 2014, to June 30, 2015 unless sooner terminated, and may be renewed as specified in Paragraph 22.

**5. TERMINATION:**

Termination of Cause. If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause of such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of the date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience. Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR at least 15 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

**6. STATUS OF CONTRACTOR:**

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

Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

**7. INDEMNITY:**

The contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

**8. 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.

**9. SUBCONTRACTING:**

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

**10. RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department, Human Resource Department and the New Mexico Auditor. 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.

**11. APPROPRIATIONS:**

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

**12. RELEASE:**

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

**13. CONFIDENTIALITY:**

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

**14. CONFLICT OF INTEREST:**

The Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

**15. AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

**16. SCOPE OF AGREEMENT:**

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 merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 15.

**17. NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statues impose felony penalties for illegal bribes, gratuities, and kickbacks.

**18. EQUAL OPPROTUNITY COMPLIANCE:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, age or handicap, be excluded from employment with or participation in, be denied the benefits of, be otherwise subjected to discrimination under, any program or activity performed under this Agreement.

If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

**19. INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omission liability. Certificate evidence the above shall be furnished to the City of Gallup with City named as additional insured on the commercial liability policy.

- A. Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.

1. **Worker's Compensation:** The successful bidder, referred to as the Contractor shall maintain as his/her expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days' notice thereof first being given to the City.
  
2. **Other required coverage:** The successful bidder, referred to as the Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.
  
3. **Coverage Required:** The kinds and amounts of insurance required are as follows:
  - a. **Commercial General Liability Insurance:** A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

|             |   |
|-------------|---|
| \$1,000,000 | Per Occurrence                          |
| \$1,000,000 | Vehicle & Automotive                    |
| \$1,000,000 | Policy Aggregate                        |
| \$1,000,000 | Products liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury         |
| \$ 50,000   | Fire Legal                              |
| \$ 5,000    | Medical Payments                        |

**20. APPLICABLE LAW:**

This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

**21. ENTIRE AGREEMENT:**

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

**22. RENEWAL:**

The City shall have the option to renew this contract for three (3) additional one-year terms, through June 30, 2018 with the same terms and conditions upon thirty (30) days written notice from the City to Contractor.

**23. WAIVER OR CONTRACTURAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**24. SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written construed and enforced as so limited.

**25. FORCE MAJEURE:**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, Acts of God, the elements of war, civil disturbances, acts of civil or military authorities or public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omission of communications carries, or other causes beyond that party's control.

Either party may terminate this Agreement immediately upon written notice if the other party is prevented from performing its obligations under this agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

**26. NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following address, or to such other address as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: Purchasing Agent  
Ronald M. Caviggia  
City of Gallup  
P.O. Box 1270  
Gallup, NM 87305-1270

Project Contact for the City: Facility Manager  
Joann M. Schmaltz  
P.O. Box 1270  
Gallup, NM 87305-1270

Provider: Mr. Daniel L. Swindall  
Blackstone Security Services, Inc.  
2400 West Dunlap Ave., Suite 225  
Phoenix, AZ 85021  
(602)265-6160  
Fax: (602) 265-6170

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

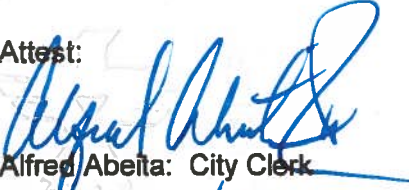
**CONTRACTOR:**

COMPANY NAME: BLACKSTONE SECURITY SERVICES, INC.

SIGNED BY:  PRESIDENT  
NAME & TITLE

**CITY OF GALLUP, NEW MEXICO**

BY:   
Ronald M. Caviggia, Purchasing Agent

Attest:   
Alfred Abeta: City Clerk

Date: 4/21/14