

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF 5
(RFP No. 14-15-001)**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Security Guard Services Service Agreement (Agreement) dated August 18, 2014 between the City of Las Cruces (City) and Security Concepts Inc. (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin August 18, 2016 and terminate August 17, 2017. All other terms of the Service Agreement remain the same.

AGREED:

SECURITY CONCEPTS INC.

CITY OF LAS CRUCES


Signature

06/15/16
Date


Deb Smith

Purchasing Manager

7/13/16
Date

MICHAEL COWRALES MANAGER
Printed Name/Title



AMENDMENT TO
SECURITY GUARD SERVICES
RFP #14-15-001

This amendment, made this 27th day of July, 2015 by and between the CITY OF LAS CRUCES and Security Concepts, Inc. of 130 N. Solano Dr., Las Cruces, NM, 88001.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated August 18, 2014 the parties hereby agree as set forth below:

The following provisions are modified:

Section 4. Compensation

Revised rates, effective August 18, 2015, are attached as Exhibit A and made a part of this agreement.

Section 6. Term and Schedule

This agreement is hereby extended for one year, August 18, 2015 through August 17, 2016 for year two (2) of a possible five (5) year term, subject to annual renewals

Subject to the modifications set forth in this amendment, the above referenced original agreement dated August 18, 2014 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

SECURITY CONCEPTS, INC.

CITY OF LAS CRUCES

BY: *Mike Gonzales*
Mike Gonzales
Business Manager

BY: *Deb Smith*
Deb Smith
Purchasing Manager

07/23/2015
Date

7-27-15
Date

APPROVED AS TO FORM
WPK
City Attorney

Cost of Service

NOTE: These prices do not reflect any future increases in the minimum wage.

1. Direct Costs- there are no direct costs to City of Las Cruces
2. Indirect Costs- there are no indirect costs to City of Las Cruces
3. Labor (hours) Costs/Rate Schedule

-Rates for Regularly Scheduled/On-going Assignments

Unarmed Security Guard	\$15.00	per hour/per guard
Rate paid to unarmed guard	\$8.40-9.00	per hour/per guard
Armed Security Guard	\$16.75	per hour/per guard
Rate paid to armed guard	\$8.75-9.50	per hour/per guard
Supervisor of Security	\$16.75	per hour/per supervisor
Escort/Courier	\$16.75	per hour/per guard
Traffic Guard	\$16.75	per hour/per guard

Overtime bill rate	N/A	per hour/per guard
Overtime rate paid to guard	1.5 x hourly rate	per hour/per guard
Holiday bill rate	N/A	per hour/per guard
Holiday rate paid to guard	N/A	per hour/per guard

Overtime	Computed at 1.5 times the regular rate for any one guard working more than forty hours a week.
Holiday Time	Computed at 2.0 times the regular rate for any one guard working on the City's date of observance of a holiday.
Shift Differential	Computed at the regular rate plus \$ _____ per hour.

-Rates for Special Events

Unarmed Security Guard	\$15.00	per hour/per guard
Armed Security Guard	\$16.75	per hour/per guard
Supervisor of Security	\$16.75	per hour/per supervisor
Exhibit Monitor/Oversight	N/A	per hour/per guard
Registration/Attendance Coordinator	N/A	per hour/per guard
Set-up/Breakdown Personnel	N/A	per hour/per guard
Traffic Guard	\$16.75	per hour/per guard
Escort Staff/Patrol Building	\$16.75	per hour/per guard

4. Material- there are no materials costs applicable to SCI services.
5. Equipment- there are no additional charges to City of Las Cruces for standard uniform, equipment, and radios required in the RFP/Scope of Work (as addressed in Attachment B-question 27). If there is a need for any additional equipment in the future (that was not addressed in the RFP/Scope of Work), SCI will locate the equipment at the best price and City of Las Cruces will be charged for the equipment at cost.
6. Sub Consultants- there are no sub consultants fees or costs applicable to SCI services.
7. Any other proposed costs- no other proposed costs that may be incurred by the City.



SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this August 18, 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Security Concepts, Inc., of 130 N. Solano Dr., Las Cruces, NM, 88001, hereinafter called "CONTRACTOR" as described herein.

1. PROJECT DESCRIPTION

It is in the City's best interest to contract for "Armed and Unarmed Security Guard Services" to meet daily planned and unplanned activities under the direction of designated city departments. Such duties include but are not limited to patrolling facilities and protecting City staff and property. Some departments require a security guard to escort City staff to their own private vehicle for safety issues.

Security guards shall be contracted on a private contractual basis and not considered as a City of Las Cruces employee. Security guards do not have law enforcement authority, however, they will work closely with local police when incidents may require the response of law enforcement officers.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S, RFP 14-15-001, incorporated herein as Exhibit A and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement per the pricing provided by the Contractor, plus applicable taxes. In the event of a minimum wage increase, both parties will negotiate an hourly rate change. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed for each assigned project from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on August 18, 2014 for a term of one year through August 17, 2015 and, pending mutual written agreement, may be extended annually thereafter for up to four (4) more years through August 17, 2019.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit A and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. \$1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR.
2. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)
 - \$1,000,000 - Bodily Injury: By Accident - Each Accident
 - \$1,000,000 - By Disease: Policy Limit
 - \$1,000,000 - By Disease: Each Employee
 - This coverage required for non-construction contractor with three (3) or more employees
 - Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Bertha Chavira

With Copies to: Purchasing Manager

TO CONTRACTOR: Security Concepts, Inc.
 130 N. Solano Dr.
 Las Cruces, NM 88001
 ATTENTION: Michael Gonzales

23. SCOPE OF AGREEMENT

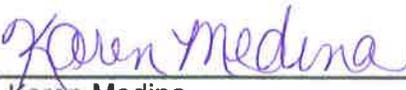
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise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

Security Concepts, Inc.

BY: 
Michael Gonzales
Business Manager

09/15/2014
Date

CITY OF LAS CRUCES

BY: 
Karen Medina
Purchasing Manager

10/1/14
Date

APPROVED AS TO FORM


City Attorney

SECURITY CONCEPTS



RFP: 14-15-001

TRAINING ON DEMAND



RFP COMPLIANCE DECLARATION

RFP TITLE: Security Guard Services Price Agreement

RFP NO.: 14-15-001

DUE DATE/TIME: June 17, 2014 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Security Concepts, Inc.
130 N. Solano Dr.
Las Cruces, NM 88001

Michael Gonzales
Authorized Signature
Michael Gonzales
Typed or Printed Name
Business Manager
Title
sci_service@yahoo.com
Email address

Telephone number (575) 526-4151 Fax number (575) 526-1073

NM Tax & Revenue Dept. CRS # 01-133992-00-6

Current NM Public Regulatory Commission Registration # 1082197 (corporations only)

Current CLC Business Registration # 5375 (respondents located in Las Cruces only)

Federal I.D. number 85-02285948 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed Yes No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Technical Proposal

Experience, Qualifications, and Ability to Provide

a. Description of the proposed technical approach of all professional, technical, and customary work to be performed.

Security Concepts, Inc. (SCI) is committed to providing the highest level of security for the City of Las Cruces. We are confident that we have the highest quality of Security Officers on staff to meet all the security needs required of City of Las Cruces.

Security Concepts, Inc. (SCI) is proud to be the largest privately owned provider of security in Southern New Mexico. Our company has been in business for over 34 years and our management has over 50 years of law enforcement and security experience. The General Manager and Owner is retired with 40 years as a law enforcement officer, including retirement with the State of New Mexico as Chief Investigator for the District Attorney's Office. Our company currently employs approximately 75 security officers in Las Cruces. In addition, our company is fully Licensed, Bonded, and insured, and we meet U.S. government, state, and local requirements.

Our senior manager has over 30 years of law enforcement and security experience. He has been the contract manager for two government contracts. He is a graduate of NMSU with a BBA and completed all Masters required courses in Criminal Justice. He was the criminal investigator for the District Attorney's Office from August 1993 to September of 1998. He continued his career in law enforcement as a certified instructor specializing in firearm training, CPI (Nonviolent Crises Intervention) and use of force. He maintains his certifications in order to meet accreditation of our U.S. Government service contracts.

Security Concepts, Inc. has on staff instructors in different areas of training such as Firearms Training (NRA and NMDPS), CPI (Non Violent Crises Intervention), CPR, First Aid and Fingerprinting. Security Concepts management instructs all employees in communication skills, public relations, conflict resolution, report writing, use of force, use of mace, use of baton, legal issues and laws, search and seizure, arrest and detention, policy and procedure, emergency procedures, drug policies and dress codes.

Since 1980, Security Concepts, Inc. has worked government contracts in the Southwest region of the United States. Previously we have provided security services for two government contracts in Albuquerque New Mexico, Sandia Labs and Department of Energy from 1993 to 2003. In addition, Security Concepts currently provides Security for Las Cruces Public Schools, City of Las Cruces, Mountain View Regional Medical Center, local banks, numerous apartment complexes, shopping centers and special events. We feel having well equipped, professionally trained security guards and quality management enhances our ability to be the best Security Company in Las Cruces.

- b. Provide the names of key personnel who will be assigned to work on the project and for each person listed, a description of experience, areas of competence and percent of time assigned to the project.

Mike Gonzales- Contract Manager-30yrs Law Enforcement/Security Experience-BBA Management degree-Law Enforcement Instructor.

In charge of supervision of guards assigned to the City and handling of concerns and questions the City staff may have. Approximately 10hrs weekly in the administrative capacity of city projects.

Belinda Galvez- Contract Scheduling Manager-10yrs Security administration experience- Associate Management Degree.

In charge of scheduling of all guards for the City and billing the City. Approximately 10hrs week scheduling and billing capacity of city projects.

Ben Balderrama- Site Supervisor- 45 yrs Military, Law Enforcement, & Security Experience.

In charge of supervising guards at City site locations and communicating any issues or concerns to administration at SCI. Approximately 40 hrs in the supervisory capacity of city projects

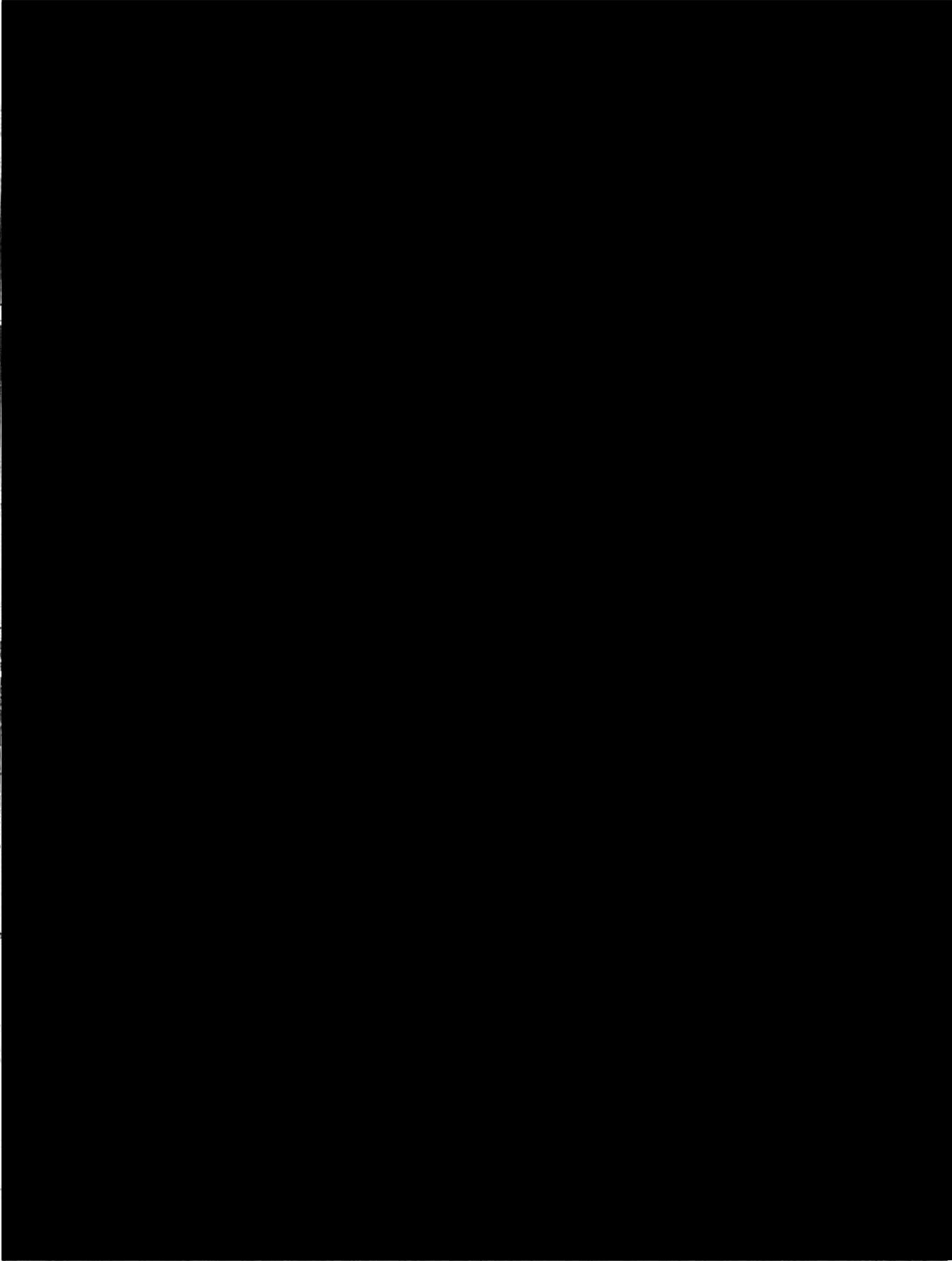
Mike Starkey- Site Supervisor- 25yrs of Military and Security Experience

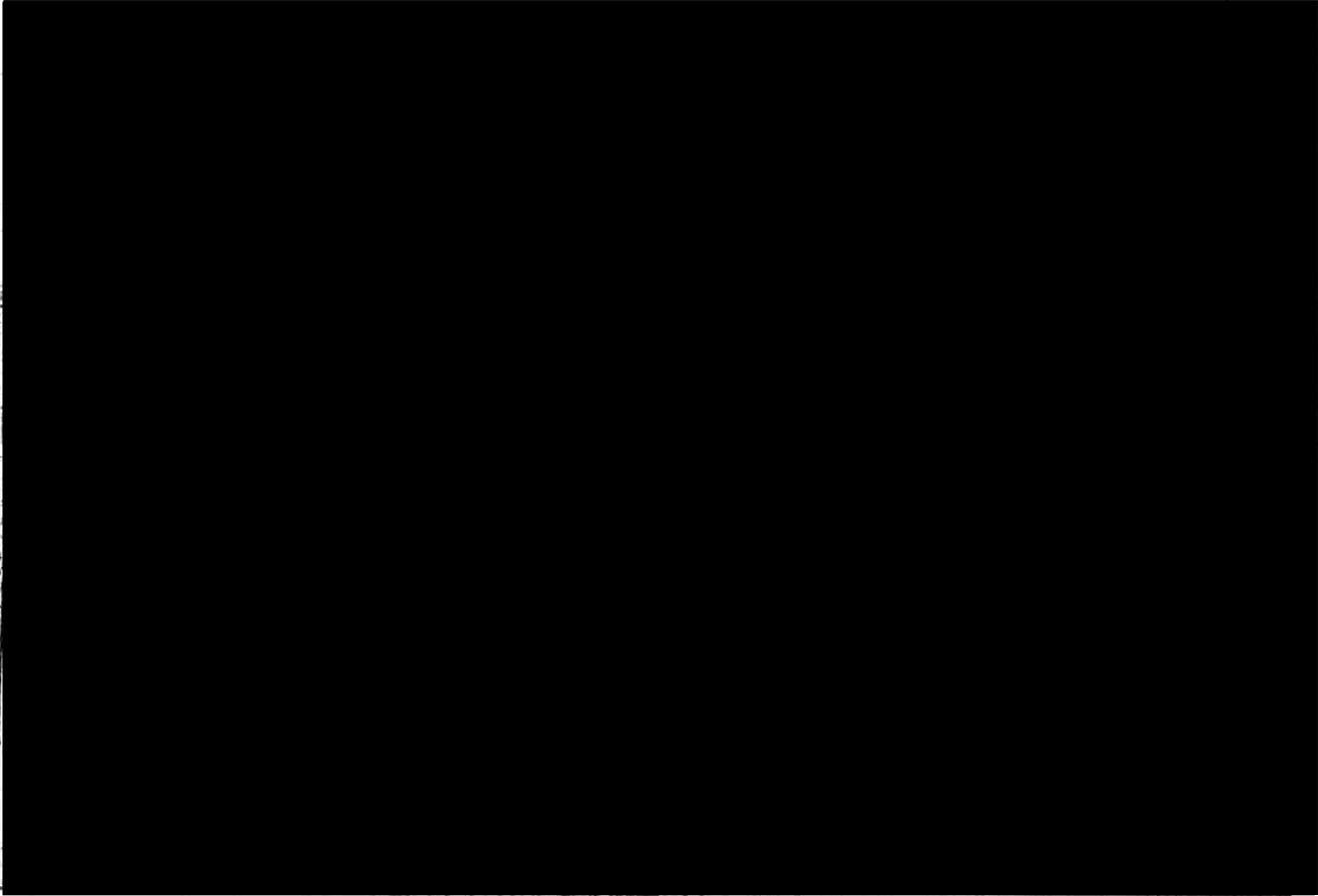
In charge of supervising guards at City site locations and communicating any issues or concerns to administration at SCI. Approximately 40 hrs in the supervisory capacity of city projects.

- c. Provide proof that staff is properly and adequately licensed and trained. Provide proof that the contractor has weapons certification in New Mexico. Further, the contractor shall provide off duty/after hour phone numbers in case of emergencies when guards are required.

See below for examples of guard cards that SCI employees receive from NM State. All registered armed (level 3) and unarmed (levels 1 & 2) guards meet or exceed the state mandated training listed in training section 15 of this proposal.

<p align="center">Security Guard Registration Level 3</p> <p align="center">THIS IS TO CERTIFY THAT</p> <p align="center">[REDACTED]</p> <p align="center">is registered by the NM Private Investigations Advisory Board, in accordance with the provisions of § 61-27B, ET. SEQ., NMSA 1978</p>		
<p>License/Registration No.</p> <p align="center">34003</p> <p>Date Issued 07/11/2007</p>	<p align="center">Firearm Certified</p> <p>Expiration Date 12/31/2015</p>	
<p>Date of Birth</p> <p>[REDACTED]</p>		<p align="center">NM PRIVATE INVESTIGATIONS BOARD</p>
<p>Height</p> <p align="center">73"</p>	<p>Weight</p> <p align="center">290 lbs</p>	
<p>Color of Eyes</p> <p align="center">Green</p>	<p>Color Hair</p> <p align="center">Brown</p>	
<p>Signature of Applicant</p> <p>[REDACTED]</p>		





Key Employee Contact Information

Listed below are contacts that are authorized to make obligations for SCI in matters of supervision, clarification, and employee scheduling:

Michael James Gonzales – Operations Manager

Cell: (575) 642-1555
Office: (575) 526-4151
Fax: (575) 526-1073
Email: sci_service@yahoo.com

Belinda Galvez – Office Manager / scheduling supervisor

Cell: (575) 805-1868
Office: (575) 526-4151
Fax: (575) 526- 1073
Email: sci_service@yahoo.com

Rudy Bustamante – Senior Supervisor / Assigned to Athletics Departments/ Mobile Patrol

Cell: (575) 915-5115
Office: (575) 526-4151
Fax: (575) 526- 1073
Email: sci_service@yahoo.com

Security Concepts has its own in-house 24-hour answering service. A dispatcher is onsite to take calls and dispatch accordingly at all times.

Five Contracts Similar to the Scope for the City

Mountain View Regional Medical Center: Chris Chavez 575-556-7681. SCI provides 24 hr unarmed uniformed security officer in class "A" uniforms. Security personnel provide every aspect of security need in a busy hospital environment, responding to all emergency code calls. Security handles all aspect of security involved with a hospital.

Las Cruces Public Schools City Wide: Todd Gregory 575-635-5130. SCI provides stationary and mobile patrols for the schools. Stationary guard work in the schools working with in- house school security, staff and Police. Our guards handle all the construction and renovations security need for school and traffic control as needed. Our mobile patrol make checks of school campuses and properties, deterring possible break-ins and vandalisms.

Las Cruces Public School Athletics: Ernesto Viramontes 575-527-6653. SCI provides security at all school athletic function, such as football games at the field of dream. Security check control access into areas, crowd control and traffic control.

Space Port America, Fiore Industries, Tor C, NM: Paul Chavez 575-635-3581 and/or Jerald King 505-255-9797. SCI provided all aspect of security for Space Port America. Security control all access into the facilities, badging all visitors. Roving patrol security made hourly check of fence lines and buildings. During launches of rockets, security provided crowd control for all visitors who arrived to watch the launches. Contract ended 2013 **Security Concepts still trains existing and new employees who are placed at Space Port America**

Gerald Martin Construction: Jeff Garcia (Asst. Superintendent) 505-401-4652. SCI provide security at for Gerald Martin during the construction of Centennial High School. Security control all access to the site. Logging in all employees and vehicles. Security did external and internal check of the site, maintaining all the OSHA requirements. Contract ended in 2013

Veterans Affairs Clinic (VA): Kathy Fernandez 915-564-6100. SCI provided unarmed uniformed security officer in Class "A" uniforms. This is a government contract in which all aspects of security are handled. Contract ended in 2012.

Security Guard Services Questionnaire

ATTACHMENT B

Security Guard Services Questionnaire

Responses to these questions shall be under separate cover and follow the order given below:

Agency/Company Name: Security Concepts, Inc.
 Address: 130 N. Solano Dr./PO Box 536 Las Cruces, NM 88001
 Telephone: 575-526-4151
 Fax: 575-526-1073
 E-mail Address: sci_service@yahoo.com
 Website: securityconceptsincorporated.com
 Account Representative: Mike Gonzales, Jr.

1. Years in Business:

Company	<u>Since 1980– 34 years</u>
Representative	<u>Since 1984– 30 years</u>
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization or departure of key personnel within the next 12 months that may affect the organizations ability to carry out its contract? Yes__ No X
3. Is your Company authorized and/or licensed to do business in New Mexico? Yes X No__
4. Where is your Company's corporate headquarters located? Las Cruces, NM
5. Does the Company have an office located in Las Cruces, New Mexico?
 Yes X No__ Address: 130 N. Solano Dr.
6. If the answer to the previous question is "yes", how long has the Company conducted business from its Las Cruces office? Years 34 Months _____
7. Number of employees at Las Cruces location: Part time 30 Full time 45
8. Has the Company or any of its principals been debarred or suspended from any public entity contract? Yes__ No X
 - a. If yes, identify the entity, name and current phone number of representative familiar with the debarment or suspension, give a reason for the circumstance, including but not limited to the period of time for debarment or suspension.

 N/A
 - b. Has your company ever been terminated from a contract? Yes__ No X
 If yes, please explain: _____
 N/A
 - c. Has your company ever been terminated for default? Yes__ No X
 - d. Has company formerly known by another name? Yes__ No X
 If yes, name of company _____
 N/A
9. List the business hours and days of the week for your location that would service this account.
 Office Hours are Monday thru Friday 8am-6pm with a Manager on-call 24 hours a day, 7 days a week. ***Note*** A dispatcher is ALWAYS on SCI premises 24 hours a day!
10. Select the benefits provided to security employees and provide the percentage that contractor pays?

<input type="checkbox"/> Medical	<u>N/A</u> %	<input type="checkbox"/> Holiday Pay	<u>N/A</u> %
<input type="checkbox"/> Dental	<u>N/A</u> %	<input type="checkbox"/> Vacation Pay	<u>N/A</u> %
<input type="checkbox"/> Vision	<u>N/A</u> %	<input type="checkbox"/> Retirement Plan	<u>N/A</u> %
<input type="checkbox"/> Sick Leave	<u>N/A</u> %		
11. Do you provide basic training?
X Yes No

12. Do you check all security guard employees' eligibility status to work in the United States?

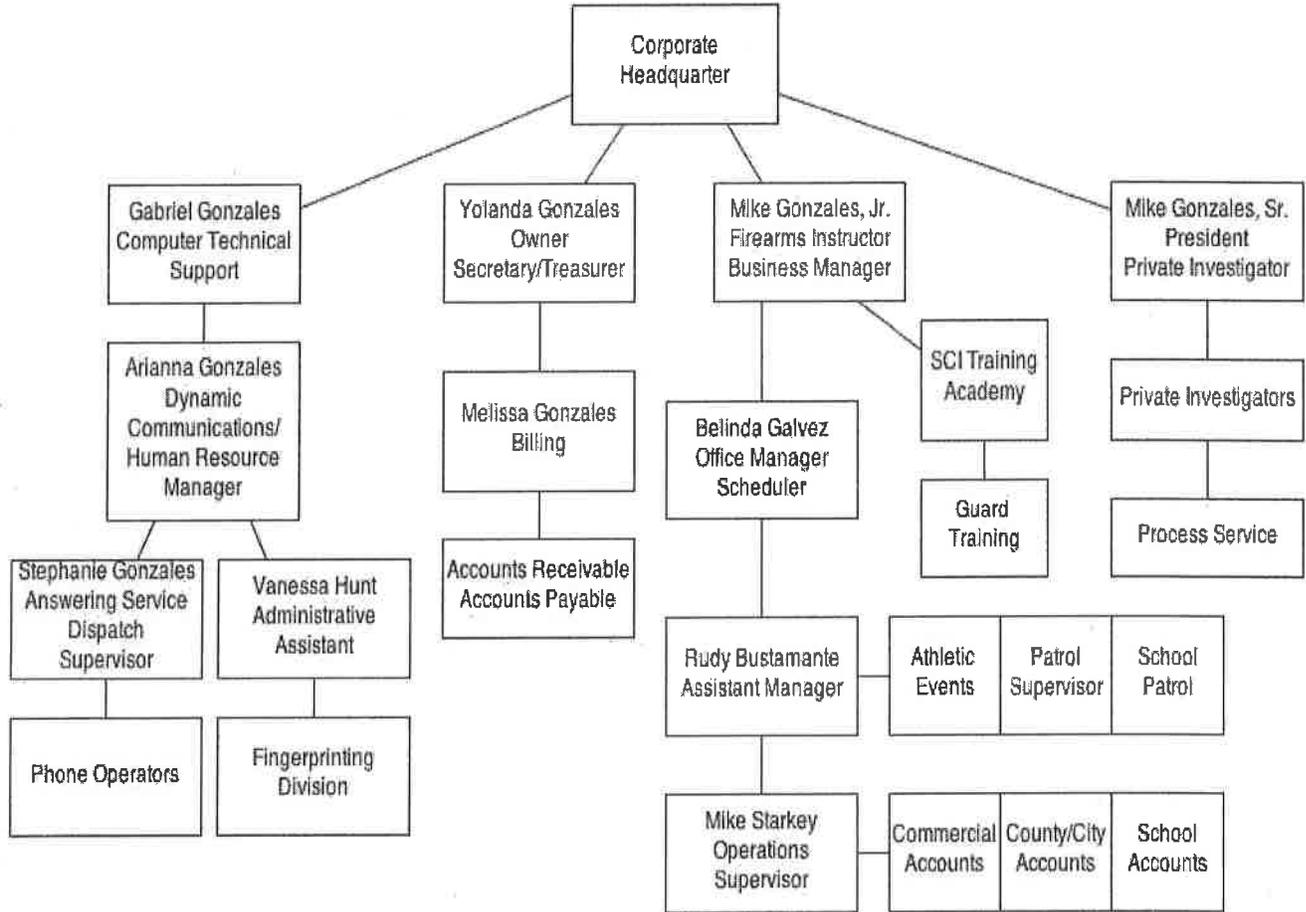
Yes

No

13. Company overview:

a. Please describe your company ownership and structure.

- Diagram



b. Provide a list of employees that will be providing the security services to the City.
(Tentative Employee List)

Ben Balderrama
Omar Carreon
Justin Gomez
Orlando Gonzales
Leonard Montoya
Johnny Moreno
Daniel Ondelacy
Derrick Rodriguez
Mark Rodriguez
Michael Starkey
Lance Anderson
Joseph Bartlow
Shane Bennett
George Briceno
Maria Christner

Joy Clickener
Bryan Eakin
Ramon Favela
Michael Foy
Matthew Gallagher
Alex Garcia
Amed Granados
Barron Gregory
Joshua Hataway
Jose Hernandez
Rebecca Lackey
Julio Lasanta
Jonathan Lenhardt
Errol Lockett
Brian McLarnon

Jacob Morales
Fabian Pena
Margarito Reyes
Randy Rodriguez
Michael Rouse
Henry Saucedo
Mark Tarin
Gregorio Telles
Richard Tinajero
Amery Trujillo
Jose Vargas
Margaret Villa
Keith Wilkes
Joe Zamora

14. Proposed implementation plan: Describe your proposed implementation plan and how it will meet the objectives of this RFP.

Phase in Plan: SCI has successfully negotiated several transition or phase in plans for government contracts such as El Paso Intelligence Center (EPIC), Department of Energy (DOE) and Sandia Labs in Albuquerque NM. Large Private Contracts such as the Luna County Energy Facility in Deming and Mountain View Regional Medical Center in Las Cruces. SCI will utilize the same successful transition plan for City Offices. SCI will initiate site visits of all job sites with permission of site management. SCI management will introduce its key personnel to site manager/supervisor and staff. SCI with site management will take a site tour. SCI will become familiar with all aspects of job sites. SCI will develop a SOP for each job site that will be approved by City site management. SCI will allow all existing security personnel, at the approval of city management, to apply for job openings. SCI will train all security personnel for job sites. SCI has security personnel ready to be implemented at any time.

15. Describe the training program in place at the company and the requirements employees must meet (to include any certifications or recertification). If there is a retention program in place, provide a brief description.

The below listed training curriculum for Guard level 1, level 2 and Level 3 has been approved by the New Mexico Regulations and Licensing Departments Boards and Commissions Divisions Deputy Director, Linda Trujillo. The approval is made pursuant to NMAC 16.48.2.17, 18 and 19.

Employment Requirements

Guard I: *Minimum of 8 to 24 Hours required: (Pick categories most important to company)*

- Company Introduction and Orientation/Importance of the Security Officer
- Customer/Public Relations
- Ethics / Privacy (Conduct Befitting a Security Officer)
- General Orders Vs Post Orders
- Dress Code (Uniforms and Equipment)
- Report / Log Writing Basic
- Use of Force/Officer Safety (Limits of Authority)/Detentions (Laws of Arrest)
- Use of Mace Basic (optional)
- First Aid / CPR (optional per contract)
- Flashlights and Liability
- Patrolling and Observations Basic
- Emergencies Situations Basic
- Radio use and procedures (Ten Codes)
- General Practices
- OJT (On the Job Training) / Onsite Training

Guard II: *Minimum of 8 to 24 hours required (pick categories most important to company)*

- Basic First Aid and / or CPR (optional per contract)
- Non-Lethal Weapons Training (optional per employee and contract): Mace, Communication, Takedowns/Pressure Points, Handcuffing Techniques, Flashlight Techniques, Use of Baton/Asp.

- CPI (nonviolent crises intervention)
- Use of Force / Liability (Continued with respect to above listed Non-Lethal Weapons)
- Uniform and Equipment: duty belt & accessories, body armor
- Report Writing, Incident Report Writing-General, Private Property Accident Reports, Security Related Incident Reports-Specific Types
- Advanced Patrolling II
- General Practices II
- Emergencies II

Guard III *Minimum of 8 to 24 hours required*

- Firearms Training: Classroom & Range
- Use of Force (with respect to Firearms)
- Safety awareness (with respect to Firearms)
- Threat Assessment
- Emergencies Situations

***Firearms training will be conducted by NRA and NMDPS certified instructors.

In-House Instructors will conduct training. Training will consist of a combination of classroom lectures, hand out materials, training videos and OJT training.

In-house testing will consist of oral and written testing.

Retention Programs in Place

As an incentive to stay with SCI, Security Guards are offered the opportunity to advance to guard levels 1, 2, & 3, as well as, move up in rank within the company. Advancement is based upon training, time with company, as well as, prior law enforcement experience, military experience, and education. All promotions and advancements include pay increases.

16. Describe your testing and pre-employment screening procedures:

Upon employment, all Security Concepts, Inc. personnel go through extensive hiring process.

- Local and NCIC Police records check, conducted by Las Cruces Police Department
- Yearly updated background check on all employees, conducted by Las Cruces Police Department.
- Fingerprinting and photos
- Extensive 5 year reference check and employment history
- Multiple Interviews done by different level of management.
- Three-hour orientation on rules, regulations, & procedure.
- Sign drug & alcohol policy and release to have testing done at any time while employed by Security Concepts, Inc.
- I-9 form filled out completely including copies of birth certificate, Social Security Card/State issued drivers' license to show citizenship.

After the above internal background check has been completed, all above listed information is sent to Santa Fe to the Regulation and Licensing Department of Private Investigation and Polygraph Board for secondary background check.

17. Describe how recruitment and selection of security guards is accomplished? Include hiring standards, drug testing, guard capabilities and fitness for when reporting for duty.

Qualifications and Training:

- *All training specified in the scope of work, including, but not limited to;*
- *Firearms training twice a year conducted by SCI certified instructors NRA and NMDPS.*
(Optional armed officer only)
- *CPR Training once a year, conducted by Red Cross instructors*
- *Community Policing training, conducted by SCI instructors*
- *Verbal Communication / verbal judo*
- *Orientation Training*
- *Crises management certification training /CPI (nonviolent crises prevention) Training.*
- *Conduction of a training class and administrating a written quiz on all training material, including, but not limited to report writing, use of force, arrest and detention, search and seizure, baton use, mace use, radio procedures, drug policy, dress codes, public relations, ext.*
- *Administration of a fire protection and basic first aid class on emergency procedures.*
All personnel are given an orientation on procedures and general conduct.

Drug Testing:

Each Security Officer will undergo a substance abuse screening. These tests are conducted on a continuous and random basis. We also reserve the right to test any employee at any time or as requested by our clients. Policy available upon request

Education/Experience:

- *Each Security Officer will possess a High School Education or Equivalency.*
- *Security Officer will have training in or have the ability to:*
- *Meet and deal with the general public.*
- *Read, comprehends, and applies printed rules, detailed orders, instructions, and training materials.*
- *Maintain poise and self-control under stressful situations.*
Construct and write clear, concise, accurate, and detailed reports.

Health and Physical Requirements:

Security Concepts will ensure that all employees assigned are well proportioned, and in good general health to perform all required duties. All Security Concepts personnel are physically, emotionally and intellectually capable to react and negotiate any threatening and/or stressful situations.

18. Describe your background checks (criminal and employment) and reference check policies?

Background Checks/Requirements:

- *Upon employment, all Security Concepts, Inc. personnel go through extensive hiring process.*
- *Local and NCIC Police records check, conducted by Las Cruces Police Department and NM Department of Public Safety.*
- *Yearly updated background check on all employees, conducted by Las Cruces Police Department. Every two years through Licensing Board*
- *Fingerprinting and photos*
- *Extensive 5 year reference check and employment history*
- *Multiple Interviews done by different level of management.*
- *Three-hour orientation on rules, regulations, & procedure.*

- Signed drug & alcohol policy with release to have testing done at any time while employed by Security Concepts, Inc.
- I-9 form filled out completely including copies of birth certificate and or Social Security Card/State issued drivers' license to show citizenship.

After the above internal background check has been completed, all above listed information is sent to Santa Fe to the Regulation and Licensing Department of Private Investigation and Polygraph Board for secondary background check.

19. What policies and practices has your firm established to prohibit discrimination based on race, creed, national origin, sex, sexual orientation, gender identity and disability in regards to hiring/retention of temporary employees? SCI has qualified and graduated as 8a minority, women owned, small business through the government. SCI is an equal opportunity employer. SCI has never or will never discriminate in any way. In addition, Security Concepts, has a Non-Discriminatory Policy that strictly prohibits any discrimination or harassment based on a person's membership in a protected class.
20. Provide any terms and conditions for security guard employment with the City. SCI will comply with all terms specified in the RFP/Scope of Work.
21. Outline process to monitor and assure contract on conduct and job performance standards, corrective action, planning and follow up reporting.
Management Supervision/Inspection:
- Security Concepts, Inc. Management is on call 24 hours a day, 7 days a week.
 - Management will make random checks on site. Management will communicate with site guards and will respond to any problems or emergencies.
Management plans to be in constant communication with City of Las Cruces.
 - Management to ensure a good working relationship. If at any time there is a problem of any kind concerning the site or guards, Security Concepts Management will respond in one hour or less.
Security Concepts feels that good communication with City of Las Cruces.
 - Management, and constant supervision of our personnel will insure a good working environment
 - Management will have immediate contact with officer and site supervisors.
Site security officers will be required to fill out hourly logs and incident reports as needed. Our supervisors will be in constant communication with site security and City of Las Cruces Management.
 - Security Concepts has a 24hour dispatcher who is in direct communication with supervisor and management. Our supervisors and managers can respond to any call within minutes.
 - Any complaint made about a Security Concepts guard will be handle immediately by a security supervisor. Management will immediately take action to resolve complaint. Security Concepts policy is to defuse any situations and remove the guard after any complaint has been made. By doing this, any further problems will be alleviated.
22. What is the procedure to handle a fight situation? As per RFP or job description per site on protocols for handling fights, call for police, provide safety, security and welfare of

employees and diffuse situation. Security Concepts personnel have been trained to handle all aspects of volatile situations. Security personnel try to utilize verbal escalation skills to get combatants to comply before having to utilize hands on techniques.

23. Detail your replacement and credit policy for unsatisfactory employee placement.
As per scope of work or SCI will immediately replace unsatisfactory employee with full credit for hours.
24. What is the minimum time charge for a security guard employee (if any)?
There is no minimum for the City.
25. How often and on what day are security guard employees paid?
They are paid bi-weekly. Every-other Friday.
26. Include overtime policies and holiday policies and rates.
All included in cost proposal. As per scope of work unless otherwise specified.
27. Identify any other charges to include equipment, uniforms, etc. that are foreseen.
SCI has a standardized uniform, equipment and radios that meet or exceed RFP scope of work. The uniform had been in effect since 1980. Equipment and Radios are the highest quality Motorola and Kenwood. SCI makes upgrades to existing inventory as necessary. This is all at NO ADDITIONAL charge to City.
28. Propose Invoice frequency and procedures, explaining any discounts available for different payment. As per scope of work unless otherwise specifies SCI submits original invoices to you five (5) business days following the end of each month in which services are performed.
Note: payments can be made by credit card if needed.
29. Describe how billing problems are handled? Any billing issues will be handled immediately by management and in-house bookkeeper.
30. Submit projected transition plan for implementation if awarded the contract to include tasks and time frame.
Phase in Plan: SCI has successfully negotiated several transition or phase in plans for government contracts such as El Paso Intelligence Center (EPIC), Department of Energy (DOE) and Sandia Labs in Albuquerque NM. Large Private Contracts such as the Luna County Energy Facility in Deming and Mountain View Regional Medical Center in Las Cruces. SCI will utilize the same successful transition plan for City of Las Cruces and will initiate visits of all job sites with permission of site management. SCI management will introduce our self to site manager/supervisor and staff. SCI (with site management) will take a site tour and will become familiar with all aspects of job sites. SCI will develop a SOP (Standard Operating Procedure) for each job site that will be approved by City of Las Cruces site management. We will allow all existing security personnel (at the approval of City management) to apply for job openings and will train all security personnel for job site. Our company has security personnel ready to be implemented at any time. The phase in plan

should take approximately one week depending on the immediate amount of personnel necessary and the amounts of existing security personnel that retain their positions.

31. Include any other information such as programs not covered elsewhere in the response which are offered to enhance your company's ability to effectively manage this contract, which may be helpful in determining your qualifications for this agreement: SCI Manager Mike Gonzales is head of Security for Mountain View Medical Facilities working in all aspects of a busy hospital that services the community. SCI sponsors and donates to benefit the community such as Community Action events, church events, Mariachi Conference and school sponsored donations. Additional services Security Concepts provides are as listed

1. fingerprinting services ink and digital
2. private investigation and process service
3. 24-hr answering service and dispatch services
4. Training for security and public; personal protect, CPI, CPR/First Aid
5. 24-hr patrol services

32. Provide at least three references, including at least two governmental entities for which you have provided security guard services. Provide contact names and telephone numbers for each.

Mountain View Regional Medical Center: Chris Chavez 575-556-7681
Las Cruces Public Schools: Athletics Ernesto Viramontes 575-527-6653
Las Cruces Public Schools: City Wide Todd Gregory 575-635-5130
VA Clinic of Las Cruces: Kathy Fernandez 915-564-6100
NM Farm & Ranch events: Dave Madsen 575-636-7204

33. Insurance: Provide the name of the insurance carrier(s) that provide coverage for your company. At a minimum the following limits of coverage must be included:

Agent: Grindell and Romero Insurance Co.

Carriers: Scottsdale Insurance Co.

National Indemnity Co.

NM Southwest Casualty Co.

(As per RFP/Scope of Work)

- | | |
|----------------------------------|-----------------------|
| a. General/Contractual Liability | \$1,000,000 |
| Aggregate Limits | \$2,000,000 |
| Auto Liability | \$1,000,000 |
| b. Fidelity Employee Bonding | \$50,000 per employee |
| c. Worker Compensation | \$1,000,000 |

Cost of Service

NOTE: These prices do not reflect any future increases in the minimum wage.

1. Direct Costs- there are no direct costs to City of Las Cruces
2. Indirect Costs- there are no indirect costs to City of Las Cruces
3. Labor (hours) Costs/Rate Schedule

-Rates for Regularly Scheduled/On-going Assignments

Unarmed Security Guard	\$14.00	per hour/per guard
Rate paid to unarmed guard	\$7.50-8.25	per hour/per guard
Armed Security Guard	\$16.00	per hour/per guard
Rate paid to armed guard	\$8.00-9.00	per hour/per guard
Supervisor of Security	\$16.00	per hour/per supervisor
Escort/Courier	\$16.00	per hour/per guard
Traffic Guard	\$15.25	per hour/per guard

Overtime bill rate	N/A	per hour/per guard
Overtime rate paid to guard	1.5 x hourly rate	per hour/per guard
Holiday bill rate	N/A	per hour/per guard
Holiday rate paid to guard	N/A	per hour/per guard

Overtime	Computed at 1.5 times the regular rate for any one guard working more than forty hours a week.
Holiday Time	Computed at 2.0 times the regular rate for any one guard working on the City's date of observance of a holiday.
Shift Differential	Computed at the regular rate plus \$ _____ per hour.

-Rates for Special Events

Unarmed Security Guard	\$14.00	per hour/per guard
Armed Security Guard	\$16.00	per hour/per guard
Supervisor of Security	\$16.00	per hour/per supervisor
Exhibit Monitor/Oversight	N/A	per hour/per guard
Registration/Attendance Coordinator	N/A	per hour/per guard
Set-up/Breakdown Personnel	N/A	per hour/per guard
Traffic Guard	\$15.25	per hour/per guard
Escort Staff/Patrol Building	\$15.25	per hour/per guard

4. Material- there are no materials costs applicable to SCI services.
5. Equipment- there are no additional charges to City of Las Cruces for standard uniform, equipment, and radios required in the RFP/Scope of Work (as addressed in Attachment B-question 27). If there is a need for any additional equipment in the future (that was not addressed in the RFP/Scope of Work), SCI will locate the equipment at the best price and City of Las Cruces will be charged for the equipment at cost.
6. Sub Consultants- there are no sub consultants fees or costs applicable to SCI services.
7. Any other proposed costs- no other proposed costs that may be incurred by the City.

Proof of Residency (Geographical Preferences)



CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NEW MEXICO 88004

2015 - 02

Type
SECURITY LICENSE

Number
5375

Issue Date
01/01/2014

Expires
02/28/2015

**** NOTICE ****

This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such changes for transfer. Fees may apply. All applicable building & zoning regulations pertaining to business location must be followed.

Business Name: **SECURITY CONCEPTS**
130 N SOLANO DR
LAS CRUCES NM 88001

***** POST THIS CERTIFICATE IN A CONSPICUOUS PLACE *****

Private Investigations Advisory Board

PO Box 25101 Santa Fe, NM 87504 (505) 476-4650



This is to certify that

Security Concepts, Inc. #636

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

Trade PPO

Issue Date: 05/25/1982

Date Expires: 05/31/2015

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS



ADDENDUM ONE

June 12, 2014

RFP NUMBER: 14-15-001
RFP TITLE: Security Guard Services Price Agreement
DUE DATE/TIME: June 17, 2014 / 4:00 p.m.

The following clarifications/modifications/requirements are made part of the above referenced RFP and shall be adhered to in responding to this solicitation.

Q1: In regards to Response Format Requirements listed on page 27 of solicitation documents that needs to include two separate components 1.) Technical Proposal and 2.) Cost Proposal.

Does Component 1.) Technical Proposal need to also include a separate section that includes Cost Proposal in accordance with Evaluation Criteria No. 4, which would be in addition to the sealed envelope that will also be submitted?

A1: The cost proposal is part of the evaluation so it does not have to be in a separate envelope. Everything that is included in cost should be considered when providing the cost to the City on this proposal per Section IV. B. Cost Proposal Content:

B. Cost Proposal Content

The cost proposal will be used in the evaluation of the request for proposal (RFP). The cost proposal must be submitted with the technical proposal and contain the following:

1. Direct costs
2. Indirect costs
3. Labor (hours) by major tasks as outlined in Section III. J. Rate Schedule
4. Materials
5. Equipment
6. Sub consultants
7. Any other proposed costs that may be incurred by the City.

END OF ADDENDUM ONE