



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Security Services at Lodi Transit Station and Parking Structure to U. S. Security Associates, Inc., of Stockton (Estimated Three-Year Cost: \$223,500) and to Negotiate and Execute Two One-Year Contract Extensions

MEETING DATE: December 15, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for security services at Lodi Transit Station and parking structure to U. S. Security Associates, Inc., of Stockton, at the estimated three-year cost of \$223,500, and to negotiate and execute two one-year contract extensions.

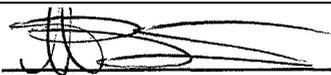
BACKGROUND INFORMATION: This project provides transit security services for the Lodi Transit Station and Parking Structure. On October 6, 2010, City Council approved the request for proposals (RFP) and authorized advertisement for proposals for security services for the Lodi Transit Station and Parking Structure. The current three-year contract ended October 4, 2010, and City Council approved extending the contract with the existing provider to December 31, 2010.

Currently, the Lodi Transit Station and Parking Structure have security guards during the evening hours on weekdays and 24 hours a day on weekends. Staff solicited RFPs for security services including future camera monitoring requirements. The City plans to add security cameras and a closed circuit security system at the Lodi Transit Parking Structure using State security funds.

On November 3, 2010, the City received proposals from the follow 19 companies for this project:

- | | | |
|---------------------------------|---------------------------------|--------------------------------|
| U. S. Security Associates, Inc. | Universal Protection Services | Nu-Way Security |
| Scarlett Protective | All Phase | Securitas Security Services |
| Windwalker Security | Security Patrol Management | California Industrial Services |
| National Security Industries | Omni Patrol | Delta Protective Services |
| ABC Security Services | Delta Hawkeye Security Services | Ferrva Ent/RMI International |
| G4S Secure Solutions | First Alarm Security | AllTech Protective Services |
| Westpac Group | | |

Of the 19 proposals received, 17 met the minimum requirements. The eight lowest cost proposals were selected for a more comprehensive review. Further review of the eight proposals was performed by a committee composed of two Lodi Police officers, the Fleet and Facilities Manager and the Transportation Manager. The eight proposals were scored based upon company experience, training programs, proposed equipment, size of staff, references, and proposed cost. References were contacted for the four highest-scoring proposals, and then the highest-scoring company was interviewed by phone.

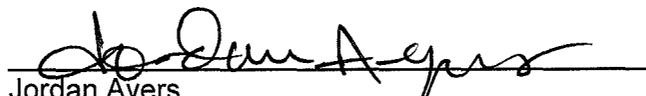
APPROVED: 
Konradt Bartlam, City Manager

Staff recommends awarding the contract to U. S. Security Associates, as they ranked highest in the overall score. The three-year contract will cost approximately \$223,500, but can vary based upon actual hours. The 2007 three-year contract cost with Securitas Security Services was approximately \$251,600. The proposed hourly cost is \$13.05 and is less than the current contract hourly cost of \$14.70.

Staff also recommends the City Manager be authorized to extend the contract for two years, if mutually agreed upon by both parties and advantageous to the City, at the end of the three-year term.

FISCAL IMPACT: The annual cost for this service is budgeted in the Transit operation account.

FUNDING AVAILABLE: Public Works Transit Operating Account (125055)


Jordan Ayers
Deputy City Manager/ Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer
FWS/PJF/pmf

cc: US Security Associates, Inc. Regional Business Development Manager Chris de Guzman
Transportation Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 TIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on December ____, 2010, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and U.S. Security Associates, Inc., a Delaware corporation qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Request for Proposals, approved by City Council on October 6, 2010, CONTRACTOR's Response to Request for Proposal, dated November 3, 2010, Insurance Requirements for Contractor, included as Appendix A of the RFP, Federal Clauses and other Requirements, included as Appendix 5 of the RFP, Federal Certificates, included as Appendix C of the RFP all of which are incorporated by reference.

CITY wishes to enter into an agreement with CONTRACTOR for security services for the Lodi Transit Station (hereinafter "Project") as set forth in the Request for Proposal and the CONTRACTOR's Response to Request for Proposal, dated November 3, 2010. CONTRACTOR acknowledges and represents that it is qualified to perform the work set forth in this Contract, all relevant factors considered, and in accordance with applicable state law, including but not limited to California Penal Code sections 11105, 12002, and 12033, and California Business and Professions Code sections 7583.5 and 7583.12.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in the Request for Proposals.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, on January 1, 2011 and upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement for a term of three (3) years.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Request for Proposals and/or CONTRACTOR's Response to Request for Proposal.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Option to Renew

CITY shall have the option to extend this Contract for two (2) one-year terms. CITY's option shall be exercised in writing at least 30 days before the expiration of the then-current term.

Section 2.4 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Request for Proposals and/or CONTRACTOR's Response to Request for Proposal.

Section 2.5 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The services set forth under the Request for Proposals and CONTRACTOR's Response to Request for Proposal shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Request for Proposals and CONTRACTOR's Response to Request for Proposal and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits,

qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.6 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.7 Other Provisions Applicable to Services to be Performed by CONTRACTOR

Security guards assigned to perform work under this Agreement shall wear uniforms at all times. These uniforms must clearly identify the security guard as an employee of CONTRACTOR and the name of the security guard in conformance with California law. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

Security guards assigned to perform work under this Agreement shall perform their duties independently, receiving general operational direction, but not supervision of CITY.

CONTRACTOR agrees that neither CONTRACTOR nor its employees shall have any claim under this Agreement, or otherwise, against CITY for employment compensation, Worker's Compensation, unemployment compensation or insurance, vacation pay, sick leave, health insurance benefits, retirement benefits, Social Security benefits, disability insurance benefits, or any other form of employee benefits. It is expressly agreed by the parties that no work, act, commission or omission of CONTRACTOR shall be construed to make or render Contractor the agent, employee, or servant of CITY.

If any license, permit, or approval is necessary from any state or local agency for the services to be performed under this Agreement, CONTRACTOR shall obtain them at its own expense prior to commencement of the services under this Agreement

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the Contract Services and Costs, attached hereto as Exhibit A and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the services of CONTRACTOR said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amounts set forth in Exhibit A.

Section 3.3 Costs

Payment of reimbursable costs considered to be over and above those inherent in the original Request for Proposals or CONTRACTOR's Response to Request for Proposal, if any, shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Request for Proposals or CONTRACTOR's Response to Request for Proposal prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Appendix A to the Request for Proposals.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Transportation Manager

To CONTRACTOR: U.S. Security Associates, Inc.

Section 4.09 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Request for Proposals.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY, CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

Either Party may terminate this Agreement, with or without cause, by giving the other Party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the Request for Proposals and the attached Exhibit A to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or

“Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

1 § 13 **Applicable Law** and 4

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits, documents included by reference, and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
City Clerk

By _____
KONRADT BARTLAM
City Manager

APPROVED AS TO FORM:

U.S. Security Associates, Inc., a
Delaware corporation qualified to do
business in California

D. STEPHEN SCHWABAUER, City Attorney

By _____
JANICE D. MAGDICH
Deputy City Attorney

By: _____

Its: _____



Attachment:

Exhibit A – Contract Services and Costs

CONTRACT SERVICES AND COSTS

ITEM NO. DESCRIPTION	UNIT	EST'D. TOTAL ANNUAL HRS	UNIT PRICE	ESTIMATED ANNUAL TOTAL PRICE
1. Security officer (standard)	HR	5,604	\$ 13.05	\$ 73,132.20
2. Overtime	HR	0	\$ 18.90	\$ 0.00
3. Holiday	HR	72	\$ 18.90	\$ 1,360.80
4. Tour Positive Patrol Device	EA	NA	included	included
			TOTAL	\$74,493.00

RESOLUTION NO. 2010-222

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT FOR SECURITY SERVICES AT LODI TRANSIT STATION AND PARKING STRUCTURE AND TO NEGOTIATE AND EXECUTE TWO ONE-YEAR CONTRACT EXTENSIONS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on November 3, 2010, at 11:00 a.m. for security services for the Lodi Transit Station and Parking Structure, described in the request for proposals therefore approved by the City Council on October 6, 2010; and

WHEREAS, said proposals have been checked and tabulated and a report thereof filed with the City Manager as follows:

- | | | |
|---------------------------------|---------------------------------|--------------------------------|
| U. S. Security Associates, Inc. | Universal Protection Services | Nu-Way Security |
| Scarlett Protective | All Phase | Securitas Security Services |
| Windwalker Security | Security Patrol Management | California Industrial Services |
| National Security Industries | Omni Patrol | Delta Protective Services |
| ABC Security Services | Delta Hawkeye Security Services | Ferrva Ent/RMI International |
| G4S Secure Solutions | First Alarm Security | AllTech Protective Services |
| Westpac Group | | |

WHEREAS, 17 proposals met the minimum qualifications, and the 8 lowest bids were reviewed based on company experience, training program, proposed equipment, size of staff, references, and proposed cost; and

WHEREAS, staff recommends awarding a three-year contract to U. S. Security Associates, Inc., of Stockton, California, at an approximate cost of \$223,500, and that the City Manager be authorized to execute two one-year contract extensions.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year contract for the security services for the Lodi Transit Station and Parking Structure with U. S. Security Associates, Inc., of Stockton, California, in the approximate amount of \$223,500 and two one-year contract extensions, if it is mutually agreed upon by both parties and advantageous to the City.

Dated: December 15, 2010

I hereby certify that Resolution No. 2010-222 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 15, 2010, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Mounce, Nakanishi, and Mayor Johnson
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Katakian
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE L. MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
PHIL KATZAKIAN
ALAN NAKANISHI

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
http://www.lodi.gov

KONRADT BARTLAM
City Manager
RANDI JOHL
City Clerk
D. STEVEN SCHWABAUER
City Attorney
F. WALLY SANDELIN
Public Works Director

December 9, 2010

Chris de Guzman, Business Development Manager
U.S. Security Associates, Inc.
18870 Buren Place
Castro Valley, CA 94552

SUBJECT: Adopt Resolution Authorizing City Manager to Execute Contract for Security Services at Lodi Transit Station and Parking Structure to U.S. Security Associates, Inc., of Stockton (Estimated Three-Year Cost: \$223,500) and to Negotiate and Execute Two One-Year Contract Extensions

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, December 15, 2010. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Paula Fernandez, Transportation Manager/Senior Traffic Engineer, at (209) 333-6706.



for: F. Wally Sandelin
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk