

**Meeting Date:** 4/28/2015

**Report Type:** Consent

**Report ID:** 2015-00352

**Title:** Uniformed Unarmed Security Guard Services (Published for Review 04/16/2015)

**Location:** Citywide

**Recommendation:** Pass a Motion: 1) authorizing the City Manager or the City Manager's designee to execute a contract extension with Securitas Security Services, USA Inc. for 30 days for the continuation of uniformed unarmed security guard services in a total amount not-to-exceed \$1,505,265; and 2) authorizing the City Manager or the City Manager's designee to execute the contract extension.

**Contact:** Katherine Robbins, Procurement Analyst (916) 808-1562; Craig Lymus, Procurement Services Manager, (916) 808-5524, Department of Finance

**Presenter:** None

**Department:** Finance

**Division:** Procurement Services

**Dept ID:** 06001511

**Attachments:**

1-Description/Analysis

2-Contract

---

### **City Attorney Review**

Approved as to Form

Lan Wang

4/7/2015 1:27:54 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Leyne Milstein - 4/6/2015 11:59:53 AM

## Description/Analysis

**Issue Detail:** The City has an ongoing requirement for uniformed unarmed security guard services for approximately 22 City facilities. The existing contract (Contract No. 2014-1148-1) with Securitas Security Services USA, Inc. (Securitas) will expire on April 30, 2015. At this time, the City is unable to award a long-term contract for security services as a bid protest has been filed by the previous contractor, National Security Industries (National), and the City is awaiting the hearing examiner's final decision. This contract extension is necessary in order to ensure continued service until the final bid protest decision is reached and a recommendation for the contract award can be finalized and considered by Council.

**Policy Considerations:** The recommendations in this report are in accordance with: 1) City Code Chapter 3.58 requiring the payment of a living wage for certain non-professional services contracts, 2) City Code Chapter 3.60 Public Projects, and 3) Administrative Policy 4101 for the procurement of non-professional services.

**Economic Impacts:** None.

**Environmental Considerations: California Environmental Quality Act (CEQA):** No environmental review is necessary because the recommendations in this report involve the administrative activity of contracting for the purchase of uniformed unarmed security guard services and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** Not applicable.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The City has an ongoing requirement for uniformed unarmed security guard services for approximately 22 City facilities. The existing City contract (Contract No. 2014-1138-1) will expire April 30, 2015.

On November 13, 2014, staff recommended that Council award a 90-day contract effective November 18, 2014, to Securitas as the lowest responsive and responsible bidder and requested authorization for the City Manager to administer the transition from the former provider, National, to Securitas.

Upon notice of recommendation of award to Securitas, a valid bid protest was filed by National pursuant to City Code Chapter 3.60.480 on November 19, 2014. The administrative hearing on the bid protest began on January 14, 2015, and concluded on March 20, 2015.

On February 17, 2015, staff recommended that Council award a 60-day contract extension to provide additional time for the bid protest process to conclude, extending the contract to April 30, 2015.

The recommended additional 30-day extension will allow for the continuation of security guard services until the final bid protest decision is reached and a recommendation for the contract award can be finalized and considered by Council.

**Financial Considerations:** In determining the recommended spending authority, staff reviewed the expenditure history for this service and considered future needs. The recommended not-to-exceed amount is \$1,505,265.

Funding for uniformed, unarmed security guard services will be provided by the operating budgets of the departments utilizing this service. Sufficient funding is available in the FY2014/15 budget for security services.

**Local Business Enterprise (LBE):** Securitas is headquartered in Westlake Village, CA and has a local office in Sacramento, which qualifies them as an LBE.



**City of Sacramento**

Tax ID # if applicable:

Requires Council Approval:  No  YES Meeting: 4/23 & 4/28

Real Estate  Other Party Signature Needed  Recording Requested

**General Information**

Type: Select Contract Type	PO Type: Non Professional Formal	Attachment: Original No.: 2
\$ Not to Exceed: \$ 1,505,265.00		Original Doc Number: 2014-1148
Other Party: Securitas Security Services USA		Certified Copies of Document:
Project Name: Uniformed Unarmed Security Guard Services		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B15061511003	LBE: 100%

**Department Information**

Department: Choose Department Finance Division: Procurement  
 Project Mgr: Katherine Robbins Supervisor: Craig Lymus  
 Contract Services: Date: 3/31/15 Division Mgr: Craig Lymus  
 Phone Number: 916-808-1562 Org Number: 06001511  
 Comment:

**Review and Signature Routing**

Department	Signature or Initial	Date
Project Mgr:	<i>Katherine Robbins</i>	3-31-15
Accounting:		
Contract Services:		
Supervisor:	<i>CRAIG</i>	3/31/15
Division Manager:	<i>CRAIG</i>	3/31/15
City Attorney	Signature or Initial	Date
City Attorney:	<i>OH</i>	4/1/15

Send Interoffice Mail  Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Department Director:	Leyne Milstein	
City Mgr: yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

**For City Clerk Processing**

**Finalized:**

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Imaged:**

Initial: \_\_\_\_\_

Date: \_\_\_\_\_

**Received:**  
(City Clerk Stamp Here)

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

**CONTRACT SUPPLEMENT  
(Nonprofessional Services)**

**Project Title and Job Number:** Unarmed Uniformed Security Services  
**Purchase Order #:** 27121

**Date:** 3/26/2015  
**Contract Supplement No.:** 2

The City of Sacramento ("City") and Securitas Security Services USA, Inc.  
("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number  
2014-1148, including any prior contract supplements modifying the agreement (the agreement and contract  
supplements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as  
follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Extending the time of the contract by thirty (30) days through 5/30/2015.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed  
amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is  
Increased by 240,000.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>694,265.00</u>
Net change by previous contract supplements:	<u>570,000.00</u>
Not-to-exceed amount prior to this contract supplement:	<u>1,265,265.00</u>
Increase by this contract supplement:	<u>240,000.00</u>
New not-to exceed amount including all contract supplements:	<u>1,505,265.00</u>

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above,  
shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully  
compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with  
such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in  
the performance of other services or work by Contractor.

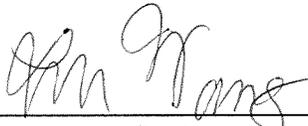
4. Contractor warrants and represents that the person or persons executing this contract supplement on behalf of  
Contractor has or have been duly authorized by Contractor to sign this contract supplement and bind Contractor to the  
terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and  
Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as  
supplemented and modified by this contract supplement.

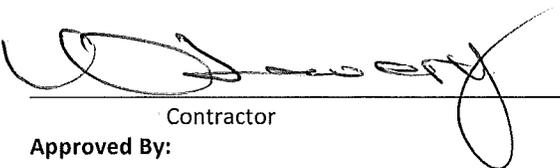
**Approval Recommended By:**

  
\_\_\_\_\_  
Project Manager

**Approved As To Form By:**

  
\_\_\_\_\_  
City Attorney

**Approved By:**

  
\_\_\_\_\_  
Contractor

**Attested To By:**

**Approved By:**

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
City Clerk