

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JUNE 10, 2013

AGENDA ITEM NUMBER: 7

SUBJECT: RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT WITH LANKFORD PROTECTIVE SERVICES, INC. FOR SECURITY AND PATROL SERVICES FOR TWELVE COUNTY FACILITIES AND DESIGNATED HUMAN SERVICES CAMPUS AREAS (GENERAL SERVICES DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

General Services oversees contracted security services for twelve (12) County buildings and designated human services campus areas. The contract includes security personnel and one transport vehicle, one administration vehicle, and two patrol vehicles. The current contract for fiscal year 2013 is provided by Lankford Protective Services, Inc. at a cost of \$785,000.

Due to the current contract expiring at the end of the fiscal year, a Request for Proposals was mailed to the two (2) Triad security firms with Certified Police Officers. The two firms responded, Lankford Protective Services, Inc. and G4 Inc. Lankford Protective Services, Inc. is a registered MWBE. Lankford Protective Services, Inc. submitted a yearly bid of \$771,800 and G4 Inc. submitted a yearly bid of \$920,855.

There is no change in the scope of services to be provided by Lankford Protective Services, Inc. during fiscal year 2013-2014.

ATTACHMENTS: YES NO

SIGNATURE:


COUNTY MANAGER

DATE:

June 5, 2013

**RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT WITH LANKFORD PROTECTIVE SERVICES, INC.
FOR SECURITY AND PATROL SERVICES FOR TWELVE COUNTY
FACILITIES AND DESIGNATED HUMAN SERVICES CAMPUS AREAS
(GENERAL SERVICES DEPARTMENT)**

WHEREAS, proposals were solicited by the General Services Department for security and patrol services for twelve County facilities and designated human services campus areas in the manner outlined in the attached Agreement and Exhibit 1 and Exhibit 2, which are incorporated herein by reference. The following proposals were received:

Lankford Protective Services, Inc.	\$771,800.00
G4 Inc.	\$920,855.00

WHEREAS, it is the recommendation of the General Services Director that a one-year contract for security and patrol services be awarded to Lankford Protective Services, Inc. in the annual amount of \$771,800; and

WHEREAS, the Chief Financial Officer and the Budget and Management Director have determined that sufficient funds are available to cover the cost of this contract.

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby awards a one-year contract to Lankford Protective Services, Inc. for security and patrol services for twelve County facilities and designated human services campus areas in the amount of \$771,800.00.

BE IT FURTHER RESOLVED that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a one year contract between Forsyth County and Lankford Protective Services, Inc. in the amount of \$771,800.00, effective July 1, 2013, for security and patrol services at twelve County facilities and designated human services campus areas in the manner designated herein, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, subsequent contracts for these services and amendments thereto within the budgeted appropriations in the current and future fiscal years, if these services remain necessary to the County.

Adopted this the 10th day of June 2013.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2013 by and between Forsyth County, North Carolina (the "County"), party of the first part; and Lankford Protective Services, Inc. (the "Provider"), party of the second part;

WITNESETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and, the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall include the services listed in Exhibit 1 and Exhibit 2, which documents are attached hereto and incorporated herein by reference as if fully set forth herein.

II.

The services of the Provider shall begin on July 1, 2013 and shall continue thereafter contingent on funds being approved by the Board of County Commissioners; provided that the County shall have the right to terminate this Agreement for services upon thirty (30) days prior written notice to the Provider and provided that the Provider shall have the right to terminate this Agreement for services upon ninety (90) days prior written notice to the County.

III.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of Seven Hundred Seventy-One Thousand and Eight Hundred Dollars (\$771,800.00) per year upon satisfactory completion of the services. The total payments under this Agreement are not to exceed Seven Hundred Seventy-One Thousand and Eight Hundred Dollars (\$771,800.00) per fiscal year. Monthly payments shall be calculated based on the Schedules set forth in Exhibit 1 and the hourly rates set forth in Exhibit 2 and shall be paid monthly based on the County's approval of time sheets certified and submitted by the Provider.

IV.

The Provider shall bill the County for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County

harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, nor state, nor shall payroll tax of any kind be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at his/her sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. Include the County, its officials, officers, and employees as additional insured with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County. Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by Lankford Protective Services, Inc."
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

V.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that he/she has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

The Provider agrees to comply with all state and federal occupational safety and health laws, regulations and standards relating to services covered by this contract.

The Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to choice of law principles.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

(SEAL)

(Provider)
By:  _____

Social Security Number or Tax Id. No.

56-1948943

Exhibit 1
POST ORDERS

General Orders:

1. Console Rooms and Security Offices shall be maintained in a neat and orderly fashion. Should special housekeeping needs arise, the Supervisor shall contact General Services Administration.
2. Breaks shall be limited to 15 minutes (morning & afternoon) and shall be taken either outdoors, in the employee break room or in the Security Office.
3. Lunch breaks will not be taken in the Console Room.
4. Reading magazines, newspapers, books, etc. is not allowed while on-duty.
5. Radio procedures and protocol:
 - A. Guards assigned to the Public Health Department, Social Services Department and Human Services Campus Patrol shall use the call sign "Delta".
 - B. Guards assigned to the Hall of Justice shall use the call sign "Hotel".
 - C. Guards assigned to the Government Center shall use the call sign "Charlie".
 - D. General Services Administration
 - 1) "Golf 1" Scott Angell, Director
 - 2) "Golf 2" Jim Rickards, Assistant Director
 - 3) "Golf 3" Beverly McMillian, Administrative Assistant
 - E. Delta, Hotel and Charlie Console Operators shall initiate a radio check on the hour
 - F. Delta Campus Patrol Units shall initiate a "clear and secure" report on the half hour.
 - G. Charlie Watch Tour Guard shall initiate a "clear and secure" report at the end of each tour.
- I. Mobile Patrol (County Facilities)
 - A. 4:00 p.m.-12:00 a.m. (4:00 p.m.-6:00 p.m. Human Services Campus)
 - B. Check exterior doors, gates, parking lots, drives, etc.
 - C. Report alarms, trespassers, suspicious activities to 911
 - D. Loss Prevention Services shall call the Patrol in the event of entry/fire alarms. Assist first responders and County on-call staff.
 - E. Route
 - 1) Emergency Medical Headquarters, 911 E. Fifth Street
 - 2) Social Services Building, 741 Highland Avenue
 - 3) Public Health Building, 799 Highland Avenue
 - 4) East Winston Branch Library, 1110 E. Seventh Street
 - 5) Former CenterPoint Administration Building, 725 Highland Avenue

- 6) CenterPoint Partial Hospitalization Building, 651 Highland Avenue
- 7) Forsyth Industrial Systems Building, 650 Highland Avenue
- 8) Former Carl Russell Building Lots, 701-702 Carl Russell Avenue
- 9) Old County Courthouse, 8 W. Fourth Street
- 10) Hall of Justice, 200 North Main Street
 - a. Check exterior doors, sally port gates, parking lot, exterior grounds (especially under the pedestrian bridge)
- 11) Richard L Inville Complex, Liberty Street
- 12) Government Center, 201 N. Main Street
 - Note: Arrive at Human Services Campus at 4:00 p.m. and patrol those lots until 6:00 p.m.
- 13) Public Safety Facility, 301 N. Church Street

II. Social Services Building

- A. One (1) Company Police Officer 8:00 a.m.-6:00 p.m.
 - 1) Man Main Lobby/Respond to Duress Alarms
- B. One (1) Guard 7:30 a.m.-5:30 p.m.
 - 1) Man Entrances/Watchtour/Respond to Duress Alarms
- C. One (1) Guard 7:30 a.m.-5:30 p.m.
 - 1) Foot Patrol-Public Parking Lot
- D. One (1) Armed Guard 7:00 a.m.-5:00 p.m.
 - 1) Open Building/Watch Tour/Respond to Duress Alarms
- E. One (1) Guard 6:00 p.m.-10:00 p.m. Interior Watch Tour
- F. One (1) Console Operator 7:30 a.m.-5:00 p.m.

III. Government Center

- A. One (1) Company Police Officer 7:30 a.m.-5:30 p.m.
 - 1) Man Information Desk
- B. One (1) Guard 8:00 a.m.-5:00 p.m.
 - 1) Watch Tour (Interior/Parking Deck/Surface Lots)
- C. One (1) Console Operator 8:00 a.m.-5:00 p.m.
- D. Board Meeting Nights, 6:00 p.m.-Adjournment
 - 1) Full Complement + one (1) Extra Guard as Required
- E. Special Ad Hoc Night Meetings, 6:00 p.m.-Adjournment

IV. Hall of Justice

- A. One (1) Company Police Officer 8:00 a.m.-5:00 p.m.
 - 1) Security Program Supervisor
 - a. Relief as Required
- B. Three (3) Company Police Officers 8:00 a.m.-5:00 p.m.
 - 1) Man Security Checkpoints
- C. Four (4) Guards 8:00 a.m.-5:00 p.m.
 - 1) Man Security Checkpoints

- D. One (1) Guard 7:30 a.m.-4:30 p.m.
 - 1) Monitor Staff Entrance-Main Street 7:30 a.m.-8:00 a.m.
 - 2) Security Checkpoints 8:00 a.m.-4:30 p.m.
- E. One (1) Guard 8:30 a.m.-5:30 p.m.
 - 1) Monitor Exits-5:00 p.m.-5:30 p.m.
 - 2) Security Checkpoints 8:30 a.m.-5:00 p.m.
- F. One (1) Console Operator 8:00 a.m.-5:00 p.m.
- G. One (1) Guard 8:00 a.m.-5:00 p.m.
 - 1) Security Checkpoint 8:00 a.m.-8:30 a.m.
 - 2) Man Sallyport Guard Station 8:30 a.m.-5:00 p.m.

V. Public Health Building

- A. One (1) Guard 6:00 a.m.-9:00 p.m. (Two Shifts)-Mon-Tues-Wed-Thurs
- B. One (1) Guard 6:00 a.m.-6:00 p.m. (Two Shifts)-Fri
 - 1) Business Hours-Public Entrance
 - 2) After Hours-Public Entrance/Watchtour

VI. East Winston Branch Library

- A. One (1) Guard
 - 1) 5:15 p.m.-9:15 p.m. Mon-Tues-Wed
 - 2) 2:15 p.m.-6:15 p.m. Thurs-Fri
 - 3) 10:15 a.m.-2:15 p.m. Sat

VII. Walkertown Branch Library

- A. One (1) Guard
 - 1) 1:15 p.m.-6:15 p.m. Mon-Tues-Fri
 - 2) 2:15 p.m.-6:15 p.m. Wed-Thurs
 - 3) 9:15 a.m.-2:15 p.m. Sat

VIII. Clemmons Branch Library

- A. One (1) Guard
 - 1) 5:15 p.m.-9:15 p.m. Mon-Tues-Wed

IX. Kernersville Branch Library

- A. One (1) Guard
 - 1) 5:15 p.m.-9:15 p.m. Mon-Tues-Wed

X. Lewisville Branch Library

- A. One (1) Guard
 - 1) 5:15 p.m.-9:15 p.m. Mon-Tues-Wed

XI. Reynolda Branch Library

- A. One (1) Guard
 - 1) 5:15 p.m.-9:15 p.m. Mon-Tues-Wed

- XII. Southside Branch Library
 - A. One (1) Guard
 - 1) 10:00 a.m.-9:15 p.m. Mon-Tues-Wed-Thurs-Fri
 - 2) 8:45 a.m.-5:15 p.m. Sat

- XIII. Rural Hall Branch Library
 - A. One (1) Guard
 - 1) 5:15 p.m. – 9:15 p.m. Mon-Tues-Wed

- XIV. Human Services Campus Patrol
 - A. East and West Sectors
 - 1) One (1) Guard w/vehicle 7:00 a.m.-11:00 a.m. (Mobile Patrol Relieves @ 4:00 p.m.-6:00 p.m.) Mon Thru Fri
 - a. EMS Headquarters Lot
 - b. CenterPoint Lot (North)
 - c. FIS Lot
 - d. First Baptist Church Lot (Leased by CenterPoint)
 - e. Hanes CME Church Lot (Leased by Health Dept)
 - f. Carl Russell Lots (North & South)
 - g. Public Health/DSS Client Lots
 - h. Public Health Staff Lots
 - i. DSS Staff Lots
 - j. Campus Physical Plant Lot
 - k. East Winston Branch Library Lot
 - l. CenterPoint South Lot

 - B. Post Orders
 - 1) Patrol Sectors to insure that clients and employees are monitored while leaving/entering vehicles, entering/leaving Campus Buildings.
 - 2) Special precautions regarding infants, small children, elderly being left unattended in parked vehicles.
 - 3) Enforce Fire Lane No Parking
 - 4) Remain on-station and report incidents/situations via walkie talkie to Delta Console Operator. Continue to remain on-station until the Delta Company Police Officer arrives on scene for further action/response, i.e. summon WSPD, EMS, etc.

- XV. Special Events
 - A. As requested by County Management

Exhibit 2
Rate Schedule

Effective July 1, 2013:

Unarmed Guard & Console	\$10.68 per hour
Armed Guard	\$14.22 per hour
Certified Company Police	\$17.58 per hour*
Vehicles (4)	\$29.69 per week

Includes fuel, maintenance, insurance, cell phone & walkie-talkie.

***Overtime at 1.5 times base rate applies to personnel on-duty in excess of 40 hours per week ONLY with prior approval from the Forsyth County General Services Department except that one (1) Certified Company Police Officer stationed at the Hall of Justice will be paid for 45 hours per week straight time.**